

RCOoA Standard Agreement 2023-24
Exhibit B – Budget, Reimbursement Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Service Provider shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the County in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Service Provider from paying any differences in costs, from funds other than those provided by RCOoA, between the CalHR rates and any rates the Service Provider is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the County. [SCM 3.17.2.A(4)]

The Service Provider agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. RCOoA reserves the right to refuse payment to the Service Provider or disallow costs for any expenditure, as determined by RCOoA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

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 and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

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ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Service Provider shall meet the stipulations for Financial management and standards for financial management systems outlined in 2 CFR 200.302 and 45 CFR 75.302 including but not limited to:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. 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.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the County by the United States Government or 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.

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ARTICLE I. FUNDS (Continued)

3. Limitation of County Liability

Payment for performance by the Service Provider shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the County for any payment may arise under this Contract until funds are made available, the itemized budget is received and approved by the County, and the Service Provider has received an executed contract.

4. 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 County shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XXI., A of this Agreement, or
 - ii. Offer a contract amendment to the Service Provider to reflect funding for this Contract.
- b. In the event the County elects to offer an amendment, it shall be mutually understood by both parties that the County shall determine at its sole discretion the amount that the Contract shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RCOoA. Interest amounts up to \$500 per year may be retained by the Service Provider and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305(b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The Service Provider must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Service Provider receives less than \$120,000 in federal awards per year.

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- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Service Provider shall be compensated for expenses only as itemized in the approved Budget with the exception of line-item budget transfers as noted in this Exhibit, Article IV, Section D, and shall not be entitled to payment for these expenses until this Agreement is approved and executed by RCOoA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Service Provider's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement, specified for each fund source.
 - 2. Fringe Benefits – specified for each fund source.
 - 3. Contractual Costs – subcontract and consultant cost detail, specified for each fund source.
 - 4. Indirect Costs.
 - 5. Rent – specify square footage and rate.
 - 6. Supplies.
 - 7. Property/Equipment – detailed descriptions and total costs, specified for each fund source.
 - 8. Supplies – to include items below the \$5,000 equipment threshold, specified for each fund source.
 - 9. Food – used in delivering Congregate and Home-Delivered Meals (for Title III C-1 and -2 agreements).

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ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

10. Out-of-Pocket Legal Direct Costs and Expenses – Out-of-pocket costs and expenses (e.g., court filing fees, arbitration costs, expert witness fees, etc.) incurred in connection with a client case (for Title IIIB Legal Assistance agreements), the Service Provider may advance the filing fees or cover arbitration or other case related costs and expenses and be later reimbursed by RCOoA. At no point will the client be charged attorney’s fees by Service Provider for services.
11. In State Travel – mileage reimbursement rate, lodging, per diem and other costs, specified for each fund source.
12. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs, specified for each fund source.
13. Staff Training – attendance cost for necessary training, specified for each fund source.
14. Other Costs – facilities and other ordinary and necessary costs, specified for each fund source.

C. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Service Provider’s Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment.
2. Service Providers requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Service Providers must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

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ARTICLE III. PROGRAM SPECIFIC FUNDS

A. HICAP Program Income

1. No Program Income is required.
2. No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

B. MIPPA Program Income

1. Program Income
No Program Income is required.
2. Matching Contributions
No match is required.
3. Administration
Service Provider Administration shall be no more than ten percent (10%) of the total program allocation.

C. Title III and VII Program Income

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds (except as noted in 4) and may reduce the total amount of contract funds payable to the Service Provider.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following Contract period, which is the last quarter of the federal fiscal year.

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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.
8. Special IIIB Legal Assistance Program Income
 - a. Fee-Generating Cases

“Fee-generating cases” are any cases or matters, which taken on behalf of an eligible client by an attorney in private practice, reasonably may be expected to result in a fee for legal services from an award to a client, from public funds or from the opposing party. Fee-generating cases may be accepted by Service Provider, and Service Provider may seek and accept a fee awarded or approved by a court, administrative body, or as part of a settlement, when the award comes from public funds or from the opposing party. Attorney fee awards should be treated as program income.

D. One-Time Only (OTO) Funds

1. OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.
2. Title III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by RCOoA and are designed to address the unmet needs of the eligible service population.
 - c. Innovative pilot projects that are approved in advance by RCOoA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, Service Provider shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the Contract period. Expenditures for baseline services do not require advance RCOoA approval.

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ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

3. NSIP OTO funds shall be only used to purchase food used in the Elderly Nutrition Program.

E. HICAP Matching Contributions

No match is required.

F. Title III and VII Matching Contributions

“Matching Contributions” means local cash and/or in-kind contributions made by the Service Provider, or other local resources that qualify as match for Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Service Provider.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The Service Provider shall submit electronically the original Budget with the annual updates by May 1, unless otherwise instructed by RCOoA.
- B. The Service Provider shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by RCOoA.
- C. The final date to submit a budget revision is March 1st of the Contract period unless otherwise specified by RCOoA. RCOoA will not accept any budget revision after the Contract period has expired.
- D. Line-Item Budget Transfers

The Service Provider may transfer contract funds between line items under the following terms and conditions:

1. The Service Provider may transfer any or all administrative funds into program without restriction for each funding source – Title III B, C-1, C-2, & E. However, the Service Provider shall not transfer funds designated for programs into administration line items.

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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

2. The Service Provider shall submit a revised budget to RCOoA for any line-item budget transfer of funds that is ten percent (10%) or more of the total budget for each funding source. Such transfers are subject to RCOoA review and approval.
3. The Service Provider shall maintain a written record of all budget changes and clearly document line-item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to RCOoA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than April 1, and shall not include allocation transfers.

E. Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

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ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

F. Equipment

Equipment/Property with per unit cost of \$5000 or any computing devices, regardless of cost, requires justification from the Service Provider and approval from RCOoA. To request approval for specific equipment/property a request with a justification shall be sent to OOAContracts@rivco.org. Such items must also be included in the Service Provider's approved HICAP budget. Please note: an approved budget is not approval for equipment purchase.

G. Supplanting Funds

RCOA funds cannot be used to supplant (replace) funds from non-federal funding sources.

H. Acknowledging RCOoA Funding

The Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures, press releases, etc., and shall acknowledge RCOoA by the use of signs on funded vehicle(s).

ARTICLE V. PAYMENTS

A. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act

The Service Provider shall request payment monthly, on a reimbursement basis, and in arrears for actual expenses incurred, less any amount applied against the advance, beginning with the October expenditure report. The Service Provider shall prepare and submit a Monthly Financial Report/Request along with all necessary supporting documentation (e.g., payroll, timesheets, units, etc.) to OOASubcontractorAP@rivco.org no later than the fifteenth (15th) calendar day of each month or as specified by RCOoA.

Late submissions will result in a delay in processing payments in a timely manner.

B. Payment shall be rendered by RCOoA to the Service Provider within thirty (30) calendar days of receipt of an approved invoice.

C. Any accruals for any unpaid obligations at the end of the fiscal year is to be paid within thirty (30) calendar days.

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ARTICLE VI. CLOSEOUT

A. Deadlines

1. The HICAP Closeout Report shall be submitted annually and is due on April 15 – covering the period of April 1 - March 31.
2. The MIPPA Closeout Report shall be submitted annually and is due on September 15 – covering the period of September 1 – August 31.
3. The Title III & VII Closeout Reports shall be submitted annually and are due on July 15 – covering the period of July 1 - June 30.

B. Closeout reports are to be addressed to the RCOoA Fiscal Branch.

C. Final expenditures must be reported to RCOoA in accordance with the budget display in Exhibit B. 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.

D. Required Documentation

1. Closeout reporting documents shall include the Closeout Report, financial statement, and other documentation as specified by RCOoA.
2. Final expenditures must be reported to RCOoA in accordance with the budget display in Exhibit B. If the expenditures reported by the Service Provider exceed the advanced amount, RCOoA will reimburse the difference to the Service Provider up to the contract 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.