

AGREEMENT NO.	Purchasing Authority
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STANDARD AGREEMENT

RCOOA STD AGT (Rev. 3/2022)

1. This Standard Agreement (herein referred to as "Agreement") is made and 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

2. The term of this Agreement is:
 START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit A, Attachment 1	General Information	1 page
Exhibit A, Attachment 2	Service Areas*	1 page
Exhibit B	Budget, Reimbursement Provisions, and Closeout*	11 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions*	3 pages
Exhibit D	Special Terms and Conditions*	31 pages
Exhibit E	Additional Provisions*	21 pages
Exhibit F	Community Focal Points List*	3 pages

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

5. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17, for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

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

COUNTY OF RIVERSIDE

CONTRACTING AGENCY NAME
 Riverside County Office on Aging

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

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **CDA** means the State of California, on behalf of California Department of Aging.
2. **Coordination** means activities that involve the active participation of the Service Provider staff to include liaison with the Office on Aging and other non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III B** means 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]
4. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
5. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
6. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
7. **Matching Contributions** means local cash and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Contract funding.
8. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
9. **One-Time-Only (OTO) Funds** means Title III and Title VII program funds allocated by CDA to RCOoA as a result of the federal reallocation process. [22 CCR 7314(a)(6)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

10. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
11. **Program Development** means activities that either establish a new service or expand or integrate existing services.
12. **Program Income** means revenue generated by the Service Provider or the subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under RCOoA grant funds.
13. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA and RCOoA Program Memoranda, and California Retail Food Code (CRFC).
14. **RCOoA** means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
15. **Service Provider** means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service Provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
16. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

**RCOoA Standard Agreement
Exhibit A – Scope of Work – Title III B**

17. **Wait List** means a situation in which the Service Provider or its subcontractors are unable to formally evaluate or accept an applicant referred for service(s) due to lack of capacity into that respective program/service. Initiation of the Wait List shall be contingent on the reasonable expectation that future slots for services shall be open within the contract period. The Wait List process shall be separate and distinct from procedural delays associated with customer contact or scheduling, as the latter assumes that the Service Provider has existing slots availability for program/service eligible individuals once delays are resolved.

ARTICLE II. SCOPE OF WORK

A. The Service Provider shall:

1. Provide services as described in the awarded proposal, in response to the Request for Proposals (RFP) for which this Agreement is entered subsequent thereto and is herein incorporated into this Agreement by reference, and as described herein.
2. Implement the statutory provisions of the Title III Program [OAA § 306] in accordance with State and federal laws and regulations. The Service Provider shall make every effort to meet the goals and objectives stipulated in the RCOoA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan found at <https://rcaging.org>, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from RCOoA. A service unit reduction of greater than ten percent (10%) requires written approval from RCOoA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

ARTICLE II. SCOPE OF WORK (Continued)

- a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
 7. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
 8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
 9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
 10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
 11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
 12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
 13. Distribute and maintain up-to-date RCOoA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
 14. Provide program information and assistance to the public.
 15. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
 16. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).

ARTICLE II. SCOPE OF WORK (Continued)

17. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
18. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
19. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
20. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
21. 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 as such in RCOoA’s electronic case management system at <https://rs.getcare.com> and enter progress notes as appropriate that record the applicants’ status of progress toward removal from the Wait List, assigned priority, and any other relevant information. 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.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Program

1. **CDA** means the State of California, on behalf of California Department of Aging.
2. **Coordination** means activities that involve the active participation of the Service Provider staff to include liaison with the Office on Aging and other non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Eligible Service Population for Title III C-1 and C-2** means 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 LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - i. Any older individual.
 - ii. The spouse of any older individual.
 - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
 - b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
5. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
6. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
7. **Matching Contributions** means local cash and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Contract funding.
8. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
9. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

10. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
11. **One-Time-Only (OTO) Funds** means Title III and Title VII program funds allocated by CDA to RCOoA as a result of the federal reallocation process. [22CCR 7314(a)(6)]
12. **Program Development** means activities that either establish a new service or expand or integrate existing services.
13. **Program Income** means revenue generated by the Service Provider or the subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under RCOoA grant funds.
14. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA and RCOoA Program Memoranda, and California Retail Food Code (CRFC).
15. **RCOoA** means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
16. **Service Provider** means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service Provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

17. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
18. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
- a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
 - b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
19. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.

Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

20. **Wait List** means a situation in which the Service Provider or its subcontractors are unable to formally evaluate or accept an applicant referred for service(s) due to lack of capacity into that respective program/service. Initiation of the Wait List shall be contingent on the reasonable expectation that future slots for services shall be open within the contract period. The Wait List process shall be separate and distinct from procedural delays associated with customer contact or scheduling, as the latter assumes that the Service Provider has existing slots availability for program/service eligible individuals once delays are resolved.

ARTICLE II. SCOPE OF WORK

A. The Service Provider shall:

1. Provide services as described in the awarded proposal, in response to the Request for Proposals (RFP) for which this Agreement is entered subsequent thereto and is herein incorporated into this Agreement by reference, and as described herein.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Service Provider shall make every effort to meet the goals and objectives stipulated in the RCOoA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan found at <https://rcaging.org>, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from RCOoA. A service unit reduction of greater than ten percent (10%) requires written approval from RCOoA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.

ARTICLE II. SCOPE OF WORK (Continued)

5. Meet the assessment requirements under 22 CCR 7638.3, including, but not limited to, completing an initial determination of eligibility in person or by telephone, and a written assessment within the home of an eligible participant within two (2) weeks of beginning meal service. Assessment from there forth will be completed quarterly and must consist of two (2) telephone assessments and two (2) in-home assessments within a year of service in perpetuity.
6. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
7. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
8. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
9. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
10. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
11. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
12. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

ARTICLE II. SCOPE OF WORK (Continued)

13. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
14. Distribute and maintain up-to-date RCOoA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
15. Provide program information and assistance to the public.
16. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
17. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
18. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
19. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The Service Provider or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
20. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
21. Report a meal only once either as a Title III meal or a Title VI meal.
22. Title III C meals are compliant with the Older Californians Nutrition Program Menu Guidance.
23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

25. 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 as such in RCOoA’s electronic case management system at <https://rs.getcare.com> and enter progress notes as appropriate that record the applicants’ status of progress toward removal from the Wait List, assigned priority, and any other relevant information. 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.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title III Programs

1. **CDA** means the State of California, on behalf of California Department of Aging.
2. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
3. **Child** means an individual who is not more than eighteen (18) years of age.
4. **Coordination** means activities that involve the active participation of the Service Provider staff to include liaison with the Office on Aging and other non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
5. **Eligible Service Population for Title III E** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]
6. **Older relative caregiver** means a caregiver who –
 - a. is age 55 or older; and
 - b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - c. In the case of a caregiver for a child –
 - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and

ARTICLE I. PROGRAM DEFINITIONS (Continued)

iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally.

d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.

[OAA § 372(a)(3)]

7. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
8. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
9. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Matching Contributions** means local cash and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Contract funding.
11. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
12. **One-Time-Only (OTO) Funds** means Title III and Title VII program funds allocated by CDA to RCOoA as a result of the federal reallocation process. [22CCR 7314(a)(6)]
13. **Priority Services for Title III E** means services provided to:
 - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]

RCOoA Standard Agreement
Exhibit A – Scope of Work – Title III E

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- c. Family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

- 14. **Program Development** means activities that either establish a new service or expand or integrate existing services.

- 15. **Program Income** means revenue generated by the Service Provider or the subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.

 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

 - c. Royalties received on patents and copyrights from contract-supported activities.

 - d. Proceeds from the sale of goods created under RCOoA grant funds.

- 16. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA and RCOoA Program Memoranda, and California Retail Food Code (CRFC).

- 17. **RCOoA** means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.

- 18. **Service Provider** means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service Provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.

- 19. **Title III E Family Caregiver Support Program (FCSP) Categories** are:
 - a. Information Services

 - b. Access Assistance

 - c. Support Services

 - d. Respite Care

 - e. Supplemental Services
[OAA 373(b)(1)(2)(3)(4)(5)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

20. **Wait List** means a situation in which the Service Provider or its subcontractors are unable to formally evaluate or accept an applicant referred for service(s) due to lack of capacity into that respective program/service. Initiation of the Wait List shall be contingent on the reasonable expectation that future slots for services shall be open within the contract period. The Wait List process shall be separate and distinct from procedural delays associated with customer contact or scheduling, as the latter assumes that the Service Provider has existing slots availability for program/service eligible individuals once delays are resolved.

ARTICLE II. SCOPE OF WORK

A. The Service Provider shall:

1. Provide services as described in the awarded proposal, in response to the Request for Proposals (RFP) for which this Agreement is entered subsequent thereto and is herein incorporated into this Agreement by reference, and as described herein.
2. Implement the statutory provisions of the Title III Program [OAA § 306] in accordance with State and federal laws and regulations. The Service Provider shall make every effort to meet the goals and objectives stipulated in the RCOoA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan found at <https://rcaging.org>, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from RCOoA. A service unit reduction of greater than ten percent (10%) requires written approval from RCOoA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

ARTICLE II. SCOPE OF WORK (Continued)

- a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.
7. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
13. Distribute and maintain up-to-date RCOoA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
14. Provide program information and assistance to the public.
15. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
16. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).

ARTICLE II. SCOPE OF WORK (Continued)

17. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.
18. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
19. 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 as such in RCOoA’s electronic case management system at <https://rs.getcare.com> and enter progress notes as appropriate that record the applicants’ status of progress toward removal from the Wait List, assigned priority, and any other relevant information. 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.

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Title VII Programs

1. **CDA** means the State of California, on behalf of California Department of Aging.
2. **Coordination** means activities that involve the active participation of the Service Provider staff to include liaison with the Office on Aging and other non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
3. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
4. **Individual with a disability** The term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
5. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
6. **Matching Contributions** means local cash and/or in-kind contributions made by the Service Provider, a subcontractor, or other local resources that qualify as match for the Contract funding.
7. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
8. **One-Time-Only (OTO) Funds** means Title III and Title VII program funds allocated by CDA to RCOoA as a result of the federal reallocation process. [22CCR 7314(a)(6)]
9. **Program Development** means activities that either establish a new service or expand or integrate existing services.
10. **Program Income** means revenue generated by the Service Provider or the subcontractor from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under RCOoA grant funds.
11. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA and RCOoA Program Memoranda, and California Retail Food Code (CRFC).
12. **RCOoA** means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside County Office on Aging.
13. **Service Provider** means the contracting party set forth in section 1 on the signature page awarded funds under this Agreement. Service Provider is accountable to RCOoA for the use of these funds and is responsible for fulfilling the required service provisions under this Agreement.
- B. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-Term Care Ombudsman Programs)
- 1. **Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]
 - 2. **Local Ombudsman Program Coordinator** means the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
 - 3. **Local Ombudsman Program** means either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE I. PROGRAM DEFINITIONS (Continued)

4. **Office of the State Long-Term Care Ombudsman (OSLTCO)** means the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]
5. **Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
6. **State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]
7. **State Long-Term Care Ombudsman** hereinafter referred to as the State Ombudsman means the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

C. Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

Elder Abuse Prevention Programs means activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

**RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman**

ARTICLE II. SCOPE OF WORK

A. The Service Provider shall:

1. Provide services as described in the awarded proposal, in response to the Request for Proposals (RFP) for which this Agreement is entered subsequent thereto and is herein incorporated into this Agreement by reference, and as described herein.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Service Provider shall make every effort to meet the goals and objectives stipulated in the RCOoA four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan found at <https://rcaging.org>, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from RCOoA. A service unit reduction of greater than ten percent (10%) requires written approval from RCOoA. A service unit reduction of greater than twenty percent (20%) is a major change that effects Area Plan goals and objectives and requires an Area Plan Amendment. [22 CCR 7306(a)]
3. Establish and maintain an organization that shall have the ultimate accountability for funds received from RCOoA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.
5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:
 - a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.
 - b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.
6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for three (3) years or until any audit is resolved, whichever is longer.

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE II. SCOPE OF WORK (Continued)

7. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).
9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
12. Distribute and maintain up-to-date RCOoA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
13. Provide program information and assistance to the public.
14. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
15. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).
16. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

**RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman**

ARTICLE II. SCOPE OF WORK (Continued)

17. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
 18. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Service Provider, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include 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 Wait list.
- B. The Service Provider shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:
1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
 2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]
 3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]

**RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman**

ARTICLE II. SCOPE OF WORK (Continued)

4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
 - a. Advance health care directives for residents of skilled nursing facilities [Probate Code § 4675]
 - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of this Contract. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]
10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE II. SCOPE OF WORK (Continued)

11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:
 - a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]
 - b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]
 - c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]
 - d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]
 - e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]
 12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.
 13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.
 14. Submit monthly fiscal documents to RCOoA, as determined by RCOoA, for Citation Penalties Account funds, Licensing and Certification Program funds, Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds, and Older Californians Act funds.
- C. The Service Provider shall ensure that the Elder Abuse Prevention program shall do some or all of the following:
[OAA § 721]

RCOoA Standard Agreement
Exhibit A – Scope of Work – Long-Term Care Ombudsman

ARTICLE II. SCOPE OF WORK (Continued)

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

Exhibit A, Attachment 1 – General Information

EXHIBIT A, Attachment 1 General Information

1. Service Provider agrees to provide to the Riverside County Office on Aging (RCOoA) the services described herein Agreement number **XXXXXX**.
2. Services shall be available Monday through Friday, 8:00 AM-5:00 PM PST, through Service Provider at the service administration site located at **XXXXX**.
3. The services shall be performed in Service Area(s): **XXXX**
4. The program service representatives during the term of this agreement will be:

County Agency: Riverside County Office on Aging (RCOoA)	Service Provider:
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only fiscal inquiries to:

County Agency: RCOoA	Service Provider:
Name:	Name:
Phone:	Phone:
Email:	Email:

Direct only contract inquiries to:

County Agency: RCOoA	Service Provider:
Name: Ryan Emblem, Contract Administrator	Name:
Phone: (951) 867-3833	Phone:
Email: remblem@rivco.org	Email:

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

**RCOoA Standard Agreement
Exhibit A, Attachment 2 – Services Areas**

**EXHIBIT A, Attachment 2
Service Areas**

Service Area	Locations
1	Corona/Norco/Eastvale (Coronita, El Cerrito, Home Gardens, Mira Loma, Temescal Valley)
2	Riverside/Jurupa Valley (El Sobrante, Glen Avon, Highgrove, Pedley, Rubidoux)
3	Moreno Valley/Perris (Good Hope, Green Acres, March Air Reserve Base, Mead Valley, Nuevo, Lakeview, Lake Mathews)
4	Menifee/Winchester/Lake Elsinore (Homeland, Canyon Lake, Romoland, Lakeland Village, Warm Springs, Sun City, Quail Valley)
5	Murrieta/Temecula/Wildomar (Aguanga, Anza, French Valley, Lake Riverside)
6	Banning/Beaumont/Calimesa (Cabazon, Cherry Valley)
7	Hemet/San Jacinto (East Hemet, Idyllwild-Pine Cove, Mountain Center, Valle Vista)
8	Desert Hot Springs/Palm Springs/Cathedral City (Desert Edge, Garnet, Sky Valley, Thousand Palms, Whitewater)
9	Rancho Mirage/Palm Desert/Indian Wells (Desert Palms)
10	La Quinta/Indio/Coachella (Bermuda Dunes, Mecca, North Shore, Oasis, Thermal, Vista Santa Rosa)
11	Blythe (Desert Center/Ripley/Mesa Verde)

RCOoA Standard Agreement
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]

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

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.

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

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.

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

ARTICLE I. FUNDS (Continued)

- 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).

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

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)]

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

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.

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

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.

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

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.

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

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).

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

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.

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

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.

Exhibit B - BUDGET DETAIL
 Fiscal Year XXXX

Match Requirement: \$

SERVICE								
Expected Service Units:								
Expenditure Category:		Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
1	Personnel	\$		\$		\$		\$
2	Staff Travel & Training	\$		\$		\$		\$ -
3	Equipment	\$		\$		\$		\$ -
4	Non-Inventoriable Equipment	\$		\$		\$		\$ -
5	Consultants	\$		\$		\$		\$
6	Other Expenses:							\$ -
	a Supplies	\$		\$		\$		\$
	b Insurance	\$		\$		\$		\$
	c Repair & Maintenance	\$		\$		\$		\$
	d Rent/Building Space	\$		\$		\$		\$
	e Utilities	\$		\$		\$		\$
	f Vehicle Operations	\$		\$		\$		\$
	g Miscellaneous- Subcontracts	\$		\$		\$		\$
7	Indirect Cost	\$		\$		\$		\$
Total Expenditures (add lines 1-7)		\$	\$ -	\$	\$ -	\$	\$ -	\$

Revenue Sources:	Cash	In-Kind	Cash	In-Kind	Cash	In-Kind	Total
Federal Funds	\$		\$		\$		\$
Program Income							\$
Deferred Income							\$
Matching Cash	\$		\$		\$		\$
Matching In-Kind							\$
Non-Match Cash							\$
Non-Match In-Kind							\$
Total Revenue	\$	\$ -	\$	\$ -	\$	\$ -	\$

Submitted by:

(RCOoA Approval)

Print

Print

Signature

Date

Signature

Date

County of Riverside
 Department of the Office on Aging

Contract ID #:
 Date:
 Amendment #:

Exhibit B, Attachment 1 - BUDGET DISPLAY
Fiscal Year XXXX

Program	Fund Type	Service Description	Project/Grant Number(s)	Unit Measure	Minimum # of Units	Baseline	Notes	Total
		Baseline Services				\$	(a)	\$
		Baseline Services				\$	(a)	\$
		Baseline Services				\$	(a)	\$ 112,000
Funding Summary	Federal Funds					\$		\$ 320,000
All Funds	Grand Total - All Funds					\$		\$ 320,000

Comments:

CFDA NUMBER

DESCRIPTION

(a)

**RCOoA Standard Agreement
Exhibit C – General Terms and Conditions**

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. Service Provider may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Service Provider, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Service Provider agrees that the awarding department, the Department of Purchasing and Fleet Services, the Auditor-Controller's Office, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Service Provider agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Service Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Service Provider agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. HOLD HARMLESS/INDEMNIFICATION: Service Provider shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of Service Provider, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. Service Provider shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.
6. DISPUTES: Service Provider shall continue with the responsibilities under this Agreement during any dispute.

**RCOoA Standard Agreement
Exhibit C – General Terms and Conditions**

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Service Provider fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Service Provider under this Agreement and the balance, if any, shall be paid to the Service Provider upon demand.
8. INDEPENDENT CONTRACTOR: Service Provider, and the agents and employees of Service Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Service Provider shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Service Provider shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5).
10. COMPENSATION: The consideration to be paid Service Provider, as provided herein, shall be in compensation for all of Service Provider's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
11. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

**RCOoA Standard Agreement
Exhibit C – General Terms and Conditions**

12. EDD REPORTING REQUIREMENTS/CHILD SUPPORT COMPLIANCE ACT: In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The Service Provider agrees to furnish the required data and certifications to the County within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the Service Provider to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the Service Provider to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Service Provider has any questions concerning this reporting requirement, please call (916) 657-0529. Service Provider should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.
13. UNENFORCEABLE PROVISION: In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
14. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Service Provider shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE OF CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement, Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Service Provider” means the Contractor awarded funds under this Agreement and is accountable to the County, State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CDA” means the California Department of Aging.
5. “CFR” means Code of Federal Regulations.
6. “County” and “Department” mean the County of Riverside and the Riverside County Office on Aging (RCOoA) interchangeably.
7. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
8. “Cal. Gov. Code” means California Government Code.
9. “OMB” means the federal Office of Management and Budget.
10. “Cal. Pub. Con. Code” means the California Public Contract Code.
11. “Cal. Civ. Code” means California Civil Code
12. “RCOoA” means Riverside County Office on Aging.
13. “Reimbursable item” also means “allowable cost” and “compensable item.”
14. “State” means the State of California.
15. “Vendor” means an entity selling goods or services to the Service Provider during the Service Provider’s performance of the Agreement.
16. “USC” means United States Code.
17. “HHS” means United States Department of Health and Human Services.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE OF CONFLICTS (Continued)

18. "OAA" means Older Americans Act.
19. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
20. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
21. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
22. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. RCOoA Standard Agreement, all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA and/or RCOoA.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Service Provider agrees to administer this Agreement in accordance with the terms and conditions set forth in this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Service Provider shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

The Service Provider shall comply with all federal statutes relating to nondiscrimination. In addition, the Service Provider shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Service Provider shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Service Provider shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
[22 CCR § 98323]

3. California Civil Rights Laws

The Service Provider shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures 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 ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

4. The Service Provider assures the County 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. [42 USC 12101 et seq.]
3. The Service Provider agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

B. Standards of Work

The Service Provider agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

C. Conflict of Interest

1. The Service Provider shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Service Provider's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

D. Covenant Against Contingent Fees

1. The Service Provider warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, RCOoA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

E. Payroll Taxes and Deductions

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

F. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Service Provider shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act.
[40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by RCOoA.
3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA before making any fund or budget transfers between construction and non-construction.

G. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Service Provider shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

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]

H. Debarment, Suspension, and Other Responsibility Matters

1. The Service Provider certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. 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.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Service Provider shall report immediately to RCOoA in writing, any incidents of alleged fraud and/or abuse by either the Service Provider or subcontractors.
3. The Service Provider shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. The Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

I. Agreement Authorization

1. If a public entity, the Service Provider shall submit to RCOoA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Service Provider shall submit to RCOoA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the Service Provider is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Service Provider authorizing the Executive Director or designee to execute the original and all subsequent amendments to this Agreement.

J. Service Provider's Staff

1. The Service Provider shall maintain adequate staff to meet the Service Provider's obligations under this Agreement.
2. This staff shall be available to the County for training and meetings which the County may find necessary from time to time.

K. DUNS Number and Related Information

1. The DUNS number must be provided to RCOoA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Service Provider must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If RCOoA cannot access or verify "Active" status the Service Provider's DUNS 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 DUNS number, the Service Provider must immediately update the information as required.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

L. Corporate Status

1. The Service Provider shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Service Provider shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Service Provider shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. 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.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Service Provider until satisfactory status is restored.

M. Lobbying Certification

The Service Provider, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Service Provider shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Service Provider shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. 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.
- N. The Service Provider and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the Riverside County Office on Aging, 3610 Central Avenue, Suite 102, Riverside, California 92506.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Service Provider or 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.

ARTICLE VI. RECORDS

- A. The Service Provider shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to RCOoA. All records pertaining to this Agreement must be made available for inspection and audit by the County or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Service Provider: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOoA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as RCOoA deems necessary.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE VI. RECORDS (Continued)

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Service Provider shall ensure that any resource directories and all client records remain the property of RCOoA upon termination of this Agreement, and are returned to RCOoA or transferred to another service provider as instructed by RCOoA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and is so stated in writing to the Service Provider.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Service Provider are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RCOoA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE VII. PROPERTY (Continued)

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to RCOoA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Service Provider or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the RCOoA. The Service Provider shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Service Provider shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA and/or RCOoA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Service Provider or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Service Provider must obtain approval from RCOoA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from RCOoA. The Service Provider shall submit to RCOoA a Request to Dispose of Property (CDA 248). RCOoA will then instruct the Service Provider on disposition of the property. Once approval for disposal has been received from RCOoA and the Service Provider has reported to RCOoA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Service Provider's inventory report.
2. The Service Provider must remove all confidential, sensitive, or personal information from RCOoA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
- H. The County reserves title to all County-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Service Provider shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Service Provider has complied with all written instructions from RCOoA regarding the final disposition of the property.
- J. In the event of the Service Provider's dissolution or upon termination of this Agreement, the Service Provider shall provide a final property inventory to the County. The County reserves the right to require the Service Provider to transfer such property to another entity, or to the County.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Service Provider's dissolution, the County will issue specific written disposition instructions to the Service Provider.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE VII. PROPERTY (Continued)

- L. The Service Provider shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Service Provider shall use it, if needed, and with written approval of the County for other purposes in this order:
 - 1. For another RCOoA program providing the same or similar service.
 - 2. For another RCOoA-funded program.
- M. The Service Provider may share use of the property and equipment or allow use by other programs, upon written approval from RCOoA. As a condition of the approval, RCOoA may require reimbursement under this Agreement for its use.
- N. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement with federal, State and/or County monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Service Provider shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Service Provider shall provide access to the County to any books, documents, papers, and records of the Service Provider or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Service Provider shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized County representatives shall have the right to monitor and evaluate the Service Provider's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Service Provider shall cooperate with the County in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Service Provider shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its RCOoA funded programs.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- D. The Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by RCOoA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the County, which includes but is not limited to the Auditor Controller, RCOoA Staff, and any entity selected by County to perform inspections, shall have the right to monitor and audit Service Provider and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the County determines necessary. In the event that RCOoA is informed of an audit by an outside federal or State government entity affecting the Service Provider, RCOoA will provide timely notice to Service Provider.
2. Service Provider shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Service Provider shall agree to make such information available to the County, or any of their duly authorized representatives, including representatives of the entity selected by County to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Service Provider and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal, State, or County government access to the supporting documentation of said audit firm(s).
4. The Service Provider shall cooperate with and participate in any further audits which may be required by the County, including RCOoA fiscal and compliance audits.

B. RCOoA Fiscal and Compliance Audits

1. The RCOoA Audits Branch shall perform fiscal and compliance audits of Service Providers in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. The RCOoA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart E)
 1. Service Provider Single Audit Reporting Requirements
 - a. Service providers that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

Riverside County Office on Aging
Attention: Fiscal Audits Branch
3610 Central Avenue, Suite 102
Riverside, California 92506
 - b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Service Provider shall ensure that County-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For County contracts that do not have CFDA numbers, the Service Provider shall ensure that the County-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through RCOoA.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

2. The Service Provider shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for RCOoA review.
3. Contract Resolution of Service Provider’s Subrecipients

The Service Provider shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Service Provider shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Service Provider shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor’s single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Service Provider to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to RCOoA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Service Provider shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.

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Exhibit D – Special Terms and Conditions**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Service Provider shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Service Provider's own records.
7. The Service Provider shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; RCOoA shall have access to all audit reports and supporting work papers, and RCOoA has the option to perform additional work, as needed.
9. The Service Provider shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Service Provider performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

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Exhibit D – Special Terms and Conditions**

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Service Provider shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the County in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Service Provider and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$2,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

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Exhibit D – Special Terms and Conditions**

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Service Provider shall notify the County within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “Riverside County Office on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the County of Riverside under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. RCOoA shall be named as the certificate holder and RCOoA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Service Provider agrees to provide RCOoA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Service Provider fails to keep in effect at all times said insurance coverage, RCOoA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Service Provider shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Service Provider shall require all of its subcontractors to hold the Service Provider harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Service Provider, not the County, as the certificate holder and additional insured. The Service Provider shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to RCOoA with this Agreement.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XI. INSURANCE (Continued)

- I. The Service Provider shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Service Provider affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

RCOoA may terminate performance of work under this Agreement, in whole or in part, without cause, if RCOoA determines that a termination is in the County's best interest. RCOoA may terminate the Agreement upon ninety (90) days written notice to the Service Provider. 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 Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Service Provider shall submit to RCOoA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

RCOoA may terminate, in whole or in part, for cause the performance of work under this Agreement. RCOoA may terminate the Agreement upon thirty (30) days written notice to the Service Provider. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Service Provider shall submit to RCOoA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XII. TERMINATION (Continued)

5. Evidence that the Service Provider is in an unsatisfactory financial condition as determined by an audit of the Service Provider or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Service Provider's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Service Provider.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Service Provider's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Service Provider's organizational structure has materially changed.
12. RCOoA determines that the Service Provider may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Service Provider may be subject to special conditions or restrictions.

C. Service Provider's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by RCOoA, the Service Provider shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Service Provider shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XII. TERMINATION (Continued)

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Service Provider. 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. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Service Provider may voluntarily terminate its contract prior to its expiration either by mutual agreement with RCOoA or upon thirty (30) days written notice to RCOoA. In case of voluntary termination, the Service Provider shall allow RCOoA up to one hundred eighty (180) days to transition services. The Service Provider shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Service Provider (All other non-Title III Programs)

In the event the Service Provider no longer intends to provide services under this Agreement, the Service Provider shall give RCOoA Notice of Intent to Terminate. Such notice shall be given in writing to RCOoA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Service Provider does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Service Provider shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

RCOoA will present written notice to the Service Provider of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Service Provider agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to RCOoA as a result of breach of this Agreement by the Service Provider, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Service Provider shall notify RCOoA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the County amendment process. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The County reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected 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. Any notice given to RCOoA for the Service Provider's change of legal name, main address, or name of the Director shall be completed by notifying RCOoA at OOAContracts@rivco.org.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the Riverside County Office on Aging, Contracts Unit, 3610 Central Avenue, Suite 102, Riverside, California 92506. Notices mailed to the Service Provider shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of RCOoA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the County to the Service Provider upon full execution of this Agreement.
- B. The Service Provider shall, upon request from RCOoA, submit the name of its Contract Representative for this Agreement, along with all pertinent contact information, including, mailing address, phone and fax numbers, and email address to OOAContracts@rivco.org.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect County information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Service Provider, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Service Provider, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and County policies.
2. The Service Provider, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Service Provider, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Service Provider’s obligations under this Agreement. The Service Provider and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Service Provider and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than RCOoA without prior written authorization from RCOoA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Service Provider, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Service Provider accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Service Provider’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Service Provider must maintain certificates of completion on file and provide them to RCOoA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Service Provider agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

F. Security Incident Reporting

A security incident occurs when RCOoA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Service Provider, and its Subcontractors/Vendors, must report such incidents immediately to RCOoA at OOA-Data-Assets@rivco.org and call 951-867-3800 to speak with the Data and Assets Security Branch.

G. Security Breach Notifications

Notice must be given by the Service Provider, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and County policy.

H. Software Maintenance

The Service Provider, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which County data may be stored or accessed.

I. Electronic Backups

The Service Provider, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Service Provider, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

J. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Service Provider and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the County reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director shall grant permission, or give reason for denying permission to the Service Provider in writing within sixty (60) days of receipt of the request.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

3. If the material is copyrighted with the consent of RCOoA, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Service Provider certifies that it has appropriate systems and controls in place to ensure that County funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Service Provider shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of RCOoA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RCOoA. RCOoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the County may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Service Provider shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Service Provider's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Service Provider.

This group-needs assessment will serve as the basis for the Service Provider's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Service Provider shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Service Provider shall maintain a record of the group-needs assessment on file at the Service Provider's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

B. Provision of Services

1. The Service Provider shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Service Provider shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The Service Provider shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Service Provider’s office at all times during the term of this Agreement. [22 CCR 98310]

4. The Service Provider shall notify its employees of clients’ rights regarding language access and the Service Provider’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Service Provider. [22 CCR 98324]

**RCOoA Standard Agreement
Exhibit D – Special Terms and Conditions**

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Service Provider shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Service Provider shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Service Provider shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Service Provider shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Service Provider shall make available to ultimate beneficiaries of contracted services and programs information regarding RCOoA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Service Provider shall notify RCOoA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS

A. General Assurances

The Service Provider shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the Service Provider makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the Service Provider shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The Service Provider agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress.
4. The Service Provider shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
5. The Service Provider assures that when an existing facility has been altered (with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates, where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

6. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
7. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.
8. Any agency awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The Service Provider shall periodically validate continuing use of such facility as a senior center during the recapture period.
9. The Service Provider and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under Title III E shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for Older Americans Act Performance System (OAAPS).
12. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both "family caregiver" and "older relative caregiver" [OAA § 373(a)-(b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.
13. Funds made available under this Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

14. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

15. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Service Provider shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041 Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).

93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).

93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D).

93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B).

93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C).

93.052 National Family Caregiver Support Program-Title III, Part E.

93.053 Nutrition Services Incentive Program.

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected.

[Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

16. The Service Provider assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
- a. The Service Provider or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and

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Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

- iv. Establish appropriate procedures to safeguard and account for all contributions.
 - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 17. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by RCOOA.
- 18. The Service Provider shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
- 19. The Service Provider, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
- 20. The Service Provider shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the RCOOA Disaster Coordinator.
- 21. The Service Provider shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

22. The Service Provider shall not require proof of age, citizenship, or disability as a condition of receiving services.
23. The Service Provider shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
24. The Service Provider shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
25. The Service Provider shall assure that the following publication conditions are met:
Materials published or transferred by the Service Provider and financed with funds under this Agreement shall:
 - a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
 - b. give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, "The conclusions and opinions expressed may not be those of the Riverside County Office on Aging and that the publication may not be based upon or inclusive of all raw data."

B. Assurances Specific to the Ombudsman Program

The Service Provider shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]

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Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long-term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724]
7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]
8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712)] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]

**RCOOA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Service Provider specific to the Ombudsman Program. [45 CFR 1324.13(f)]

12. The Local Ombudsman Program Coordinator shall provide RCOOA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position.

[45 CFR 1324.13(b),(c)]

13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

14. The Local Ombudsman Program Coordinator shall inform RCOOA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]

15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]

16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from RCOOA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

C. Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Service Provider shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to collect required data elements on legal services provided and report in CARS.

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Exhibit E – Additional Provisions**

ARTICLE I. ASSURANCES SPECIFIC TO TITLE III & TITLE VII PROGRAMS (Continued)

9. Waiver of this section of the Contract may be obtained from RCOOA pursuant to Exhibit D, Article XV of this Agreement entitled, Amendments, Revisions, or Modifications.

ARTICLE II. REPORTING PROVISIONS SPECIFIC TO TITLE III & TITLE VII PROGRAMS

A. Quality Assurance Procedures

The Service Provider shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.

B. Service Unit Reporting

The Service Provider shall submit monthly service unit reports in the RCOoA web-based information system RTZ GetCare (GCH) at <https://rs.getcare.com>. The Service Provider shall submit all data including referral, assessment, service, progress notes, enrollments, disenrollments, and client information by the tenth (10th) working day of each month following the service month end.

C. Late Reports

For reports that will be submitted late, the Service Provider shall submit to the Data Team (OOA-Data-Assets@rivco.org) within one (1) working day of the past due date, a written explanation including the reasons for the delay and the estimated date of submission.

Late reports may result in delay of payments until required reporting has been entered into GCH.

D. Reporting Provisions Specific to the Ombudsman Program

The Service Provider shall take the following actions to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data will be sent to the corresponding AAA.

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ARTICLE II. REPORTING PROVISIONS SPECIFIC TO TITLE III & TITLE VII PROGRAMS
(Continued)

2. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

ARTICLE III. ASSURANCES SPECIFIC TO HICAP

- A. The Service Provider shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:
 1. Services are provided only to the defined Eligible Service Population.
 2. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 3. Staffing is adequate to cover all contract requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 4. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 5. All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
 6. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in Exhibit B(A)(2).
- B. The Service Provider shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:

**RCOoA Standard Agreement
Exhibit E – Additional Provisions**

ARTICLE III. ASSURANCES SPECIFIC TO HICAP (Continued)

1. The Service Provider shall assure that project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
 2. The Service Provider shall assure that the project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Service Provider shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with RCOoA guidance on conflict of interest and the HICAP Program Manual.
 3. The Service Provider shall take all reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Service Provider shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the Service Provider from soliciting program contributions from entities that do not pose a conflict of interest.
- C. The Service Provider shall assure that the following publication conditions are met:
- Materials published or transferred by the Service Provider and financed with funds under this Agreement shall:
1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 2. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 3. Acknowledge the support of RCOoA in writing, whenever publicizing the work under this Agreement in any media.

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ARTICLE III. ASSURANCES SPECIFIC TO HICAP (Continued)

4. Include the express acknowledgment on all SHIP public information materials, “This project was supported, in part, by grant number CFDA 93.324 from the U.S. Administration for Community Living, Department of Health and Human Services, Washington D.C. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official Administration for Community Living policy.”
 5. The Service Provider shall assure full compliance with full compliance with California Department of Aging (CDA) PM 19-08 (<https://aging.ca.gov/download.ashx?IE0rcNUV0zZ55PqaiKEI6g%3d%3d>), to include:
 6. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
 7. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
- D. RCOoA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Service Provider in relation to the program funded through this Contract. RCOoA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.
- E. The Service Provider is prohibited from the direct or indirect use of funds to:
1. Procure or obtain,
 2. Enter into contract to procure or obtain; or
 3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.
- F. Contingent upon legislative approval for augmented Local Assistance funds for Fiscal Year 2022-23, 2023-24 and RCOoA’s notice of availability of funds:

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ARTICLE III. ASSURANCES SPECIFIC TO HICAP (Continued)

1. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

ARTICLE IV. REPORTING PROVISIONS SPECIFIC TO HICAP

- A. The Service Provider shall ensure that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.
1. The Service Provider shall review and approve program performance data entered into SHARP.
 2. The Service Provider shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

Reporting Period	Due Date
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

- B. The Service Provider shall train and orient staff and subcontractor's staff regarding program data collection and reporting requirements. The Service Provider shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

**RCOoA Standard Agreement
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ARTICLE V. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS

A. Order of Authority

This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); reauthorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

B. Audit Requirements

This Contract is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The Service Provider shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3: ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC.

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ARTICLE V. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

For questions and information concerning the submission process, please visit:

https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

C. Products

At any phase of the project period, the Service Provider shall deliver to RCOoA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Contract. The Service Provider agrees that RCOoA, CDA and ACL shall have royalty-free, nonexclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

D. The Service Provider shall assure that all MIPPA related public information materials include the appropriate MIPPA Product Disclaimer

Service Provider may select the appropriate Template Language that best corresponds with the Service Provider's MIPPA contract allocation(s) and has been edited to replace each reference to "XX" with the appropriate corresponding figure.

1. Product Disclaimer Template Option 1:
"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."
2. Product Disclaimer Template Option 2:
"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

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ARTICLE V. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

E. Whistleblower Protections

Service Provider is hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

F. United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, contractors/subcontractors must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

G. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Service Provider shall assure full compliance with 2 CFR 200.216. The Service Provider is prohibited from the direct or indirect use of funds to:

1. Procure or obtain; or
2. Enter into contract to procure or obtain; or

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ARTICLE V. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications.

Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

H. Funding Restrictions

Funds may not be used for the following purposes:

1. Construction and/or major rehabilitation of buildings.
2. Basic research (e.g. scientific or medical experiments).
3. Continuation of existing projects without expansion or new and innovative approaches.
4. Meals are generally unallowable, except for the following:
 - i. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
 - ii. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

I. Cooperation with National Central for Benefits Outreach and Enrollment (NCBOE)

The Service Provider shall assure engagement in NCBOE peer learning opportunities, such as webinars and communities of practice.

J. Training

The Service Provider shall assure project staff maintain a comprehensive understanding of project expectations. This includes, but is not limited to, attendance of RCOoA- and CDA- hosted MIPPA meetings and/or trainings by service provider management and/or designees.

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ARTICLE V. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

K. Connectivity

The Service Provider shall maintain the capability to send and receive e-mail communications and other information through the internet, including expanding/maintaining internet capability at the local program level. Counselors should have access to internet-based enrollment and counseling tools at the time and place of counseling.

ARTICLE VI. REPORTING SPECIFIC TO MIPPA

A. Data Reporting and Collection

1. The Service Provider is required to collect and report data as specified by CDA. Refer to:
https://aging.ca.gov/Providers_and_Partners/Health_Insurance_Counseling_and_Advocacy_Program/#pp-mippa for reporting guidance.
2. The Service Provider shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
3. The Service Provider shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
4. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

B. Narrative Reports

1. Narrative reports are due to CDA at dates to be specified by CDA.
2. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.

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ARTICLE VII. TRANSITION PLAN FOR ALL PROGRAMS

- A. The Service Provider shall submit a transition plan to RCOoA within fifteen (15) days of RCOoA's written Notice of Termination or Service Provider's Notice of Intent to Terminate. The transition plan must be approved by RCOoA and shall at a minimum include the following:
1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Service Provider.
 2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Service Provider.
 3. A description of how clients will be notified about the change in their service provider.
 4. A plan to communicate with other organizations that can assist in locating alternative services.
 5. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 6. A plan to evaluate clients in order to assure appropriate placement.
 7. A plan to transfer any confidential medical and client records to a new contractor.
 8. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 9. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 10. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 11. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Service Provider shall implement the transition plan as approved by RCOoA. RCOoA will monitor the Service Provider's progress in carrying out all elements of the transition plan.

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ARTICLE VII. TRANSITION PLAN FOR ALL PROGRAMS (Continued)

- C. If the Service Provider fails to provide and implement a transition plan as required by Exhibit D, Article XII. of this Agreement, the Service Provider will implement a transition plan submitted by RCOoA to the Service Provider following the Notice of Termination.

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Exhibit F – Community Focal Points List**

Designated Community Focal Point	Site Address	Phone
Albert A. Chatigny Senior Community Recreation Center	1310 Oak Valley Pkwy Beaumont, CA 92223	(951) 796-8524
Anza Community Hall	56630 CA-371 Anza, CA 92539	(951) 282-4267
Arlanza Community Center – Bryant Park	7950 Philbin Ave Riverside, CA 92503	(951) 351-6135
Banning Senior Center	769 N. San Gorgonio Ave Banning, CA 92220	(951) 922-3250
Cathedral City Senior Center	37-171 W. Buddy Rogers Ave Cathedral City, CA 92234	(760) 321-1548
Charles Meigs Community Center	21091 Rider St Perris, CA 92507	(951) 657-0686
Coachella Senior Center	1540 7 th St Coachella, CA 92236	(760) 398-0104
Colorado River Senior Community Center	1 Hidden Valley Rd Blythe, CA 92225	(760) 922-6133
Corona Senior Center	921 S. Belle Ave Corona, CA 92882	(951) 736-2363
Dales Senior Center – White Park	3936 Chestnut St Riverside, CA 92501	(951) 826-5303
Desert Hot Springs Senior Center	11-777 West Dr Desert Hot Springs, CA 92240	(760) 329-0222
Doris Morgan Community Center	445 N. Broadway Blythe, CA 92225	(760) 922-8801
Eddie Dee Smith Senior Center	5888 Mission Blvd Riverside (Jurupa Valley), CA 92509	(951) 275-9975
Idyllwild HELP Center	26330 CA-243 Idyllwild (Pine Cove), CA 92549	(951) 659-2110
Idyllwild Town Hall	25925 Cedar St Idyllwild, CA 92549	(951) 659-2638
Indio Hills Senior Program (Desert Recreation District)	80-400 Dillon Rd Indio, CA 92201	(951) 943-9126
Indio Senior Center	45-700 Aladdin St Indio, CA 92201	(760) 391-4170
James A. Venable Community Center	50-390 Carmen Ave Cabazon, CA 92230	(951) 922-1097
Janet Goeske Foundation and Senior Center	5257 Sierra St Riverside, CA 92504	(951) 351-8800
Jerry Rummonds' Senior Center	87-229 Church St Thermal, CA 92274	(760) 347-3484
Joslyn Senior Center	73-750 Catalina Way Palm Desert, CA 92260	(760) 340-3220
Kay Cenicerros Senior Center	29995 Evans Rd Menifee (Sun City), CA 92586	(951) 672-9673

**RCOoA Standard Agreement
Exhibit F – Community Focal Points List**

Designated Community Focal Point	Site Address	Phone
La Quinta Wellness Center	78-450 Avenida La Fonda La Quinta, CA 92247	(760) 564-0096
La Sierra Senior Center	5215 La Sierra Ave Riverside, CA 92505	(951) 351-6435
Lake Elsinore Senior Activity Center	420 E. Lakeshore Dr Lake Elsinore, CA 92530	(951) 674-2526
LGBTQ Community Center of the Desert	1301 N. Palm Canyon Dr Palm Springs, CA 92262	(760) 416-7790
Marion Ashley Community Center	25625 Briggs Rd Menifee, CA 92585	(951) 928-2700
Mary Phillips Senior Center	41845 6 th St Temecula, CA 92590	(951) 694-6464
Mecca Community Center (Desert Recreation District)	91275 66 th Ave Mecca, CA 92262	(760) 347-3484
Mizell Center	480 S. Sunrise Way Palm Springs, CA 92262	(760) 323-5689
Moreno Valley Senior Center	25075 Fir Ave Moreno Valley, CA 92553	(951) 413-3430
Morongo Community Center	13000 Malki Rd Banning, CA 92220	(951) 849-4761, Ext. 1899
Moses Schaffer Community Center	21565 Steele Peak Dr Perris, CA 92570	(951) 943-9126
Murrieta Senior Center	41717 Juniper St Murrieta, CA 92562	(951) 304-7275
North Shore Senior Program (Desert Recreation District)	North Shore Beach & Yacht Club 99-155 Sea View Dr Mecca, CA 92254	(760) 347-3484
Norton Younglove Community Center	459 W. Center St Riverside, CA 92507	(951) 241-7221
Norton Younglove Community Center	908 Park St Calimesa, CA 92320	(909) 795-2287
Perris Senior Center	100 N. D St Perris, CA 92570	(951) 657-7334
Riverside-San Bernardino County Indian Health	11555 ½ Potrero Rd Banning, CA 92220	(951) 849-4761
Rose M. Eldridge Senior Center	2690 Clark Ave Norco, CA 92860	(951) 270-5647
Ruth H. Lewis Community Center at Reid Park	701 N. Orange St Riverside, CA 92501	(951) 826-5654
San Jacinto Community Center	625 S. Pico Ave San Jacinto, CA 92583	(951) 654-2054
Silver Feather Hall (Pechanga Band of Luiseño Indians)	12784 Pechanga Rd Temecula, CA 92592	(951) 654-7212

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Exhibit F – Community Focal Points List**

Designated Community Focal Point	Site Address	Phone
Stratton Community Center at Bordwell Park	2008 Martin Luther King Blvd Riverside, CA 92507	(951) 826-5355
Torres Martinez Senior Center (Torres Martinez Desert Cahuilla Indians)	66-725 Martinez Rd Thermal, CA 92274	(760) 397-0300
Ysmael Villegas Community Center	3091 Esperanza St Riverside, CA 92504	(951) 351-6142