

**RCOoA Standard Agreement 2023-24**  
**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 2023-24**  
**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.

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.

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.

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]

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.

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.

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.



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.

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).

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

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.

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.

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.

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 F)
  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.

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.



**RCOoA Standard Agreement 2023-24**  
**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.

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.

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).

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.

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.

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).

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 2023-24**  
**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](mailto: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](mailto:OOAContracts@rivco.org).



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.

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.

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.

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.

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]

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]

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]