

COUNTY OF RIVERSIDE - DEPARTMENT OF THE OFFICE ON AGING
STANDARD AGREEMENT
OOA STD AGT (Rev. 3/2022)

AGREEMENT NO.

RENEWAL NO. (If Applicable)

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 Service	
Exhibit B	Budget Display	1 page
Exhibit B, Attachment 1	Budget & Reimbursement Provisions*	6 pages
Exhibit C	Budget Detail	
Exhibit D	Insurance Requirements*	3 pages
Exhibit E	Community Focal Points List*	2 pages

Items shown with an asterisk (*) (if any), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.rcaging.org/Resources/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

PRINTED NAME OF PERSON SIGNING

CITY

Riverside

STATE

California

ZIP

92506

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

COUNTY COUNSEL APPROVAL AS TO FORM

EXEMPTION (If Applicable)

FORM APPROVED COUNTY COUNSEL

BY

Esen E Sainz

Mar 22, 2022

ESEN E SAINZ

DATE



SERVICE PROVIDER AGREEMENT



Please print four (4) copies of the Agreement, including all attachments and exhibits, review and approve by signing four (4) original signature pages. Please return all four (4) original signature pages and four (4) copies of the Agreement, including all attachments and exhibits, along with the approving Board of Director's meeting minutes, or similar.

Please obtain insurance documents (Exhibit D) and return all documents upon execution of this Agreement, to our office:

Riverside County Office on Aging
Attn: Contract Analyst
3610 Central Ave, Ste 102
Riverside, CA 92506

If you have any questions or concerns, please contact the Riverside County Office on Aging office at:
(951) 867-3800 – Main

Or email: OOAContracts@rivco.org

Schedule of Important Dates

Services Begin	July 1
Final Date to Submit Signed Agreement Before Being Deemed Nonresponsive	September 1
Monthly Financial & Service Reports due	10 th business day of every month
Program Budget Revisions (Year-End Projection) due	March 15
Services End	June 30
Fiscal Year Closeout Report due	July 10
Financial Audit due	Within 90 days after June 30

AUTHORIZED SIGNATORY FORM:

The following persons have personally signed below and are authorized to sign and submit documents as indicated:

Agreement/Amendments/Fiscal Year Closeout Report

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

Fiscal Documentation, Monthly Reimbursement Reports, Audits

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

Program Services, Program Reports

Name: _____ Title: _____

Signature: _____

Phone: _____ E-mail address: _____

Mailing Address(if different): _____

In the event of an emergency, RCOoA may contact Service Provider Board Chairperson:

Name: _____

Phone #: _____

Mailing: _____

Email: _____

TERMS AND CONDITIONS

TABLE OF CONTENTS

Agreement Term.....Article I

Assurances & Certifications.....Article II

Certifications under Penalty of Perjury

- A. Labor Board Relations
- B. Air or Water Pollution Violation
- C. Law, Policy and Procedure, Licenses, and Certificates
- D. Non-Discrimination
- E. Drug-Free Workplace Certification
- F. Lobbying Certification
- G. S.W.A.G.
- H. Covenant Against Contingent Fees
- I. Debarment, Suspension, Other Responsibility Matters
- J. Payroll Taxes and Deductions
- K. Child Support Compliance Act
- L. Conflict of Interest
- M. Assurances Specific to HICAP

Definitions.....Article III

Agreement Administration.....Article IV

- A. Approval
- B. Revisions/Modifications
- C. Service Provisions
 - 1. Standards of Work
 - 2. Staff and Volunteers
 - 3. Training/Education
 - 4. Reporting Requirements
 - 5. Fiscal Year Closeout Report
 - 6. Interagency Coordination
 - 7. Grievances
 - 8. Monitoring, Assessment and Evaluation
 - 9. Disaster Planning
- E. Documents and Records
 - 1. General Requirements
 - 2. Record Retention
 - 3. Rights in Data
 - 4. Copyrights
- F. Information Integrity, and Security
- G. Access
- H. Audit

General Requirements.....Article V

- A. Property
- B. Facility Construction & Report (Title III Only)
- C. Agreements in Excess of \$100,000
- D. Hold Harmless/Indemnification
- E. Subcontractor Agreements
- F. Resolution of Language Conflicts/Severability/Dispute Resolution Process
- G. Notices
- H. Relationship of Parties
- I. Governing Law/Venue
- J. Assignment
- K. Entirety of Agreement

Termination.....Article VI

Article I. AGREEMENT TERM

The Agreement period of performance shall commence _____ through _____ unless terminated earlier. The parties may renegotiate the Agreement as stipulated in RFP# _____. Renegotiation shall consider factors such as actual expenditures and service units, current cost policy standards and program changes, and whether an agreement is the result of underbidding. No work shall commence before the effective date of the Agreement. Any work performed prior to the effective date of the Agreement is considered performed at risk and may not qualify for reimbursement or compensation. Service Provider agrees to comply with all requirements set forth herein. Reimbursement provisions are included in Attachment 1 to Exhibit B.

Article II. ASSURANCES AND CERTIFICATIONS

CERTIFICATIONS UNDER PENALTY OF PERJURY:

A. LABOR BOARD RELATIONS:

By signing this Agreement, Service Provider swears under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against Service Provider within the immediately preceding two-year period because of Service Provider's failure to comply with an order of a federal court which ordered Service Provider to comply with an order of the National Labor Relations Board.

B. AIR OR WATER POLLUTION VIOLATION:

By signing this Agreement, the Service Provider swears under penalty of perjury that the Service Provider is not:

1. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
2. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
3. Determined to be in violation of provisions of federal law relating to air or water pollution.

C. LAW, POLICY AND PROCEDURE, LICENSES, AND CERTIFICATES

1. The Service Provider agrees to administer this Agreement and require any Subcontractors to administer their subcontracts in accordance with 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 and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

D. NON-DISCRIMINATION:

1. The Service Provider shall comply with all applicable State and federal statutes relating to nondiscrimination whether expressly set forth herein or not.
2. 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.

3. The Service Provider assures 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 ADA. (42 USC Section 12101 et seq.).
4. Unless exempted, Service Provider assures compliance with the requirements of California Government Code section 11135 et seq., and Title 2 of the California Code of Regulations section 11140 et seq., which prohibits discrimination of recipients of State financial assistance against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
5. The Service Provider shall ensure compliance with the requirements of California Public Contract Code section 2010 by submitting a completed California Civil Rights Law Certification, prior to execution of this Agreement. The Certification may be found attached and 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 section 51) and the Fair Employment and Housing Act (Cal. Gov. Code section 12960), and ensures that Service Provider internal policies are not used in violation of California Civil Rights Laws.
6. Unless specifically exempted, Service Provider assures compliance with California Government Code Section 12990 and California Code of Regulations, Title 2, Section 8103 in matters relating to reporting requirements and the development, implementation, and maintenance of a Nondiscrimination Program.
7. Service Provider agrees not to unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation (or perceived sexual orientation), age (over 40), or denial of family care leave and denial of pregnancy disability leave.
8. During the performance of this Agreement, Service Provider and its Subcontractors shall not deny the Agreement'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 and Subcontractors 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.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Service Provider shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Service Provider and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.) Service Provider shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
9. Benefits may not be denied to any individual who refuses to provide information with respect to citizenship or alien status unless such information is required by statute to determine eligibility for the benefit.
10. As part of the civil protections under Title VI, any Service Provider receiving federal funding may not exclude anyone otherwise eligible from receiving services because of limited proficiency in the English language; and

Based on the Privacy Act of 1974, it is unlawful for any Federal, State, or local government to deny any individual a right, benefit, or privilege because that individual refuses to provide a Social Security number, unless disclosure of the Social Security number is required by Federal statute.

E. DRUG-FREE WORKPLACE CERTIFICATION:

Service Provider hereby certifies compliance with California Government Code Section 8355-8357 in matters relating to providing a drug-free workplace and will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying action to be taken against employees for violations, as required by California Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by California Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by California Government Code Section 8355(c), that every employee who works on behalf of this Agreement:
 - a. Will receive a copy of the Service Provider's drug-free policy statement, and
 - b. Will agree to abide by the terms of the Service Provider's statement as a condition of employment on the project or Award.

F. LOBBYING CERTIFICATION:

Service Provider 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, and officer or employee of Congress, or any 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 any employee of a Member of Congress in connection with a 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. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. 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.

G. S.W.A.G.

The Service Provider and its Subcontractors/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."

H. COVENANT AGAINST CONTINGENT FEES

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.

I. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Service Provider certifies to the best of its knowledge and belief, that neither it nor its principals or subcontractors [45 CFR 92.35]:
 - a. Are not presently debarred, suspended, proposed for debarment, 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 government 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; and
2. Service Provider shall report immediately to RCOoA in writing any incidents of alleged fraud and/or abuse by either Service Provider or a subcontractor.
3. Service Provider shall maintain any and all records, documentation, or other evidence of fraud and abuse until otherwise notified by RCOoA.
4. Service Provider agrees to timely execute any and all amendments to this Agreement or other required documentation relating to a subcontractor's debarment/suspension status.

J. PAYROLL TAXES AND DEDUCTIONS:

The Service Provider shall promptly forward payroll taxes, insurances, and contributions, including the 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.

K. CHILD SUPPORT COMPLIANCE ACT:

The Service Provider acknowledges in accordance with Public Contract Code 7110 that:

1. Child and family support obligations are important and the Service Provider shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family code; and
2. To the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. 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 RCOoA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RCOoA 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.
3. RCOoA will not reimburse salary costs associated with one staff member who is being supervised by, or subordinate to, a family member. In the event that family members are co-equal within an agency, or when one family member is paid and one is not, sufficient internal controls must exist in order to prevent possible conflict of interest or financial improprieties.

M. ASSURANCES SPECIFIC TO HICAP:

1. The Service Provider shall assure that the following conditions are met:
 - a. Services are provided only to the defined Eligible Service Population.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in Attachment 1 to Exhibit B (E)(9).
2. The Service Provider shall assure compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
 - a. 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.
 - b. 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 CDA guidance on conflict of interest and the HICAP Program Manual.
 - c. 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 Contractor from soliciting program contributions from entities that do not pose a conflict of interest.

3. 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. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 - b. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 - c. Acknowledge the support of RCOoA in writing, whenever publicizing the work under this Agreement in any media.
 - d. 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."
4. The Service Provider shall assure full compliance with CDA PM-19-08, to include:
 - a. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.
 - b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.
 - c. RCOoA shall assure full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.
5. CDA 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. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.
6. Contingent upon legislative approval for augmented Local Assistance funds for Fiscal Year 202X-2X and CDA's notice of availability of funds:
 - a. 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.
 - b. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.

Article III. DEFINITIONS

- A. "Administrative" and/or "Administration" means the make-up of the Service Provider herein. The make-up of the Service Provider includes, but not limited to, the Service Provider's business licensure, Internal Revenue Services (IRS) status, Board of Directors and hierarchy organization, internal control policies/procedures/ processes for all aspects of the Service Provider.
- B. "Agreement" means this Standard Agreement and all attachments and exhibits and any amendments thereto.
- C. "Budget" means the allowable and reimbursable costs which are necessary to deliver the service as identified in the awarded cost proposal and in Exhibit C: Budget Detail. Budget details include salaries, direct and indirect costs identified in line item details and Administrative costs. Exhibit C provides the funding, Budget, and payment provisions.
- D. "CDA" and "State" mean the State of California and the California Department of Aging, used interchangeably.
- E. "Eligible Service Population for Title III B, C-1, C-2, & D" 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.
- F. "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 with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.
- G. "MFR" means Monthly Financial Report of Expenditures/Request for Funds. The MFR is submitted to RCOoA monthly to request reimbursement and report service expenditures.
- H. "OAA" means Older Americans Act.
- I. "Priority Services for Title IIIB" means those services associated with access to services (outreach, transportation, information & 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.
- J. "Priority Services for Title IIIE" 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, or (c) family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction.
- K. "Program Requirements" means the service delivery requirements contained in this Agreement and the requirements found in the OAA (42 U.S.C.3001-3058); the Code of Federal Regulations (45 CFR 1321); the California Code of Regulations (22 CCR 7700 et seq.); and CDA Program Memoranda and RCOoA guidance; and California Retail Food Code (CRFC).
- L. "RCOoA" means the County of Riverside, a political subdivision of the state of California, on behalf of Riverside

County Office on Aging.

- M.** "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.
- N.** "Service Recipient" also referred to as client, consumer, participant, means the eligible individual who is receiving Federally Funded Title IIIB, IIIC, IIIE Services through funding allocated by the State, and provided through this Agreement.
- O.** "Services" means Titles IIIB, IIIC (C1&C2), IIIE, federally mandated and funded activities targeted for the senior population. Activities include: Personal Care, Homemaker Services, Adult Day Care, Respite (day care & In-home), Nutrition Services (Congregate & Home-Delivered), and Family Caregiver Support Program Services (FCPS). The FCPS categories are: Information Services, Access Assistance, Support Services Respite Care, Supplemental Services.
- P.** "Subcontractor Agreement" means a written contractual arrangement between Service Provider and a subcontractor/vendor to carry out a portion of the services and supported with funding from this Agreement.

Article IV. AGREEMENT ADMINISTRATION

In accordance with Riverside County Ordinance 459, which includes the federal and State requirements for Procurement of Services, set forth in 45 CFR 92.36 and 22 CCR 7352, all elements of the Procurement Process including: Request for Proposal # _____, Proposal submitted, Background, Program/Financial Evaluation, and Award, as facilitate by the Purchasing Department, the Title III and Title VII Older Adult Services competitive bid is awarded to Service Provider.

A. APPROVAL:

1. Service Provider shall be a nonprofit entity. For-profit entities require approval prior to RCOoA making an award from CDA after its evaluation of the proposed agreement, corresponding Request for Proposal, all submitted bid proposals, all bid evaluation documentation, and RCOoA's rationale for awarding to a for-profit entity. Service Provider shall be in good standing with the Secretary of State of California and shall maintain the status throughout the term of this Agreement. Failure to maintain good standing by the Service Provider shall result in suspension or termination of this Agreement with RCOoA until satisfactory status is restored.
2. Service Provider shall provide proof of delegated authority to sign the Agreement which supports the service provisions, as proposed and negotiated, in response to the competitive bid for senior services.
3. Service Provider has no authority or approval to enter into any Agreement or incur obligations on behalf of RCOoA.
4. Technical guidance regarding any Term and/or Condition of this Agreement will be obtained from RCOoA.

B. REVISIONS/MODIFICATIONS:

1. Any revision or modification to this Agreement shall be memorialized in a written Amendment signed by the authorized representatives of both parties. No oral understanding or agreement is binding on either RCOoA or the Service Provider.
2. RCOoA may determine Service Provider is considered "high risk" as described in 45 CFR 74.14 for non-profits. Upon such determination, Service Provider will be notified in writing, of any special conditions, accommodations, limitations, or restrictions.

C. SERVICE PROVISIONS:

1. Standards of Work:

The Service Provider shall perform Title III B, C-1, C-2, and/or III E services as appropriate and described in the awarded proposal, in accordance with applicable federal regulations, State laws and county requirements as specified in this Agreement. The ultimate goal is to meet the requirements under OAA Section 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. The service provision(s) and Budget requirements are identified in Exhibit A: Scope of Service, Exhibit B: Budget Display, Attachment 1 to Exhibit B: Budget & Reimbursement Provisions, Exhibit C: Budget Detail, and shall be performed in accordance with accepted professional standards.

2. Staff and Volunteers:

- a. Maintain adequate staff, as required by governing federal, State laws and county requirements, to fulfill the service provision(s). The staffing requirements necessary for the successful delivery of services are described in Exhibit A: Scope of Service and at rates and amounts identified in Exhibit B: Budget Display, and Attachment 1 to Exhibit B: Budget & Reimbursement Provisions.

- b. Volunteers may also assist Service Provider in meeting service obligations. Procedures for acquiring, utilizing and retaining volunteers shall be separate from staff and subcontractors, yet may include similar requirements.
- c. As applicable to the specific service being provided, staff and volunteers will maintain appropriate credentials, provide a current and valid license, pass background check, have experience and/or be otherwise qualified to perform and deliver the services.
- d. Staff, volunteer and subcontractor time, in hours, spent providing service(s) and service related activities shall be documented and reported as required and requested.
- e. Record(s) for each staff and/or volunteer shall contain proof of staff and volunteer mandated requirements as needed by the service(s) requirements and shall be maintained and retained by Service Provider.

3. Training/Education:

- a. Training and Education is required and may include but shall not be limited to; Safety regulations/precautions/actions, Elder Abuse Detection and Reporting requirements, Confidentiality of service recipient information (paper and electronic), information systems and data entry, Security Awareness, service related training, such as how to perform service task, document services, process requests.
- b. Within thirty (30) days of beginning services and annually thereafter, all staff, including volunteers, and subcontractors who handle personal, sensitive, and/or confidential information must complete Security Awareness Training. The module is located on CDA's website, www.aging.ca.gov.
- c. A staff and volunteer training plan shall be developed annually and include initial and ongoing education and training, as required by the service provision and by law.
- d. Additional staff training requirements specific to the service being provided is included in the Exhibit A: Scope of Service.
- e. Training may be provided on an individual basis or in groups. Certificates of completion for individuals who completed the CDA and other training(s) will remain on file and provided upon request. A sign-in sheet for group training is also acceptable documentation.
- f. Staff shall be available to the RCOoA or CDA for training and meeting(s).

4. Reporting Requirements:

- a. Service Provider will use Reporting Forms, along with other reporting measures, such as service data entry into the RCOoA information system, as described. Forms used for reporting will either be provided by RCOoA or developed by Service Provider and approved by RCOoA, as appropriate.
- b. Forms will be current, by periodically reviewing the contents for completeness, accuracy and relevancy of the information being collected. Updates to information collected such as service recipient information, demographic, program and/or financial information will be made as necessary. Changes made to RCOoA forms, will be communicated via electronic or written notice.
- c. Complete reports and back-up reporting documentation will be submitted, timely, as required or requested. Incomplete forms will be returned to the Service Provider for completion and will resubmit accordingly.
- d. The Monthly Financial Report of Expenditures/Request for Funds, along with other service and performance reports shall be submitted to RCOoA by the 10th working day of each month following the service month end. Service Provider may be required to enter referral, assessment, service and/or client information into the information system used by RCOoA. Quarterly and/or annual reports will be submitted as required or requested.

- e. Additional reporting requirements, specific to the service being provided is included in the Exhibit A: Scope of Service. Additional fiscal reporting requirements are, identified in the Attachment 1 to Exhibit B.
- f. Reports may be submitted electronically or in the requested reporting format.
- g. RCOoA and Service Provider shall keep reports on file, in accordance with the service provision, law/regulation and made available for review.
- h. Failure to comply with Program and/or Fiscal reporting requirements will exclude Service Provider from eligibility to receive One-Time-Only funding, which is further, described in Attachment 1 to Exhibit B.

5. Fiscal Year Closeout Report:

- a. The Fiscal Year Closeout Report covering July 1 to June 30 is required to be submitted annually, no later than July 10 and signed by a designated Authorized Signatory.
- b. The final Fiscal Year Closeout Report shall include, but is not be limited to; actual accruals for any unpaid obligations; program expenditures and revenues, any corrections or adjustments necessary to bring the report into agreement with balanced general ledger; and adjustments for prepaid expenses to be partially credited to the current fiscal year and charged to the following fiscal year, such as insurance premiums.

6. Interagency Cooperation:

Service Provider shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and persons with disabilities to establish a comprehensive, coordinated system of services that will facilitate access to, and utilization of, all existing services to avoid service duplication and assist the service recipient with all available resources. Acceptable methods of cooperation include, but are not limited to, letters of or cooperative agreement, co-location and membership in interagency organizations. Services, whenever possible, must be provided at/or coordinated with focal points. At the minimum, the Service Provider shall assure that the community focal points and senior community centers set forth in Exhibit E have information pertaining to the services provided.

7. Grievances:

- a. Grievances are complaints, unresolved issues, negative interactions/results experienced with service and/or service delivery. Service Provider must establish and maintain a written grievance process for service recipients to resolve complaints of negative situations in the delivery of service. Efforts to resolve the grievance topic/situation will be made. At a minimum, the grievance process will include:
 - 1. How to file a grievance, which may include a form and where to file a complaint;
 - 2. Time frames of the grievance process for review, investigation and written response;
 - 3. A statement in the written response that if grievant is dissatisfied with the results of the review, the next step is to submit a written appeal to the RCOoA;
 - 4. Confidentiality provisions to protect the privacy of the grievant and situation, as allowed by law. The minimum necessary information relevant to the grievance may be released during the investigation, review and response.
- b. The grievance process shall be posted and accessible in visible areas, as well as delivered by person or mail to homebound service recipients.
- c. The grievance process and/or forms will be available in the primary languages of service participants who communicate in another language.
- d. Refer other individuals to the appropriate governmental agency to resolve issues that fall outside of the Service Provider area of expertise or authority.

8. Monitoring, Assessment and Evaluation:

Service Provider shall develop, implement and maintain policies, procedures and processes for internal monitoring and evaluation of service delivery, as well as external through the input of the service recipients and accounting practices.

a. Service Recipient:

Service Provider shall maintain formal procedures for obtaining the views and opinions of the service recipients regarding the services they receive. Acceptable methods for requesting input may include: suggestion box, project council/advisory group, questionnaires, interviews or electronic survey. Suggestions to revise or modify program service and/or methods of service, as a result of the views/opinions and/or internal monitoring evaluation, will be submitted to RCOoA for approval prior to implementation. The RCOoA will also survey service recipients at least annually regarding the services they receive and may include a satisfaction with service survey.

b. Internal Procedures and Processes:

1. Service Provider's quality standards, outcome goals, internal processes and/or other service delivery requirements shall be documented to ensure provisions of applicable federal/state/county requirements are being met. Monitoring criteria to assess and evaluate internal controls will be developed to ensure and confirm appropriate internal controls.
2. Self-Monitoring to evaluate service delivery requirements and standards are being met shall be conducted, as appropriate and periodically throughout the term of Agreement.

9. Disaster Planning:

As part of the area-wide disaster assistance planning, Service Provider shall:

- a. Designate an Emergency Services Coordinator and Alternate and submit a Disaster Assistance Form/CDA 42, available at <https://www.aging.ca.gov/AllCDAForms/>.
- b. Develop and maintain a Disaster Plan. A template for a plan is available at <https://www.aging.ca.gov/Providers and Partners/Area Agencies on Aging/Disaster Preparedness/>. The plan should be reviewed annually, revised as needed, and available for review.

E. DOCUMENTS & RECORDS:

1. General Requirements:

- a. Documents and records developed, utilized, and required for successful delivery of services through this Agreement will be made available for review, inspection, monitoring and/or audit at appropriate times during and/or after the Agreement ends.
- b. Documents and records necessary in the delivery of services funded through this Agreement, will be made available for inspection and audit by RCOoA and/or State authorized agents, at any time during normal business hours.
- c. A procedure to process requests for documents, records, confidential information or other information shall be maintained and may include notification to RCOoA of certain requests received and/or processed.
- d. Records and information requests from RCOoA shall be processed within 10 working days of the request.
- e. Service Provider shall acknowledge funding by RCOoA when resources are explained verbally or in writing, specifically in brochures and press releases.
- f. Statistical reports and information relevant to program outcomes, demographics, costs, etc. that provide overview project information will not identify any participant.
- g. Complete, auditable records of service delivery, expenditures and other information relating to the services provided will be maintained and retained.

2. Record Retention:

Retention schedules provide specific times of when documents are allowed/authorized to be destroyed. The appropriate retention schedules will be adhered to for the records and documents acquired in the delivery of service(s). Records Retention Schedules for the documents and records contained herein include:

- a. As required by statute, law, regulation or other authority.
- b. Until authorized in writing by RCOoA, that the documents/records are no longer required after an audit has been completed and the audit resolution is satisfied.
- c. For longer period as is required by applicable statute or if notified by RCOoA or the State.
- d. In conjunction with the record retention schedule of RCOoA.
- e. In the event of any litigation, claim, negotiation, audit exception, or other action, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RCOoA and stated in writing.
- f. If the allowance of expenditures cannot be determined because records or documents are non-existent or inadequate, the expenditures will be questioned and may be disallowed by RCOoA.
- g. After the retention period has expired, confidential documents, records, information shall be shredded or destroyed in a manner that will maintain confidentiality.

3. Rights in Data:

- a. The Service Provider shall not publish or transfer any materials, including "subject data" defined below, produced or resulting from activities supported by this Agreement without the express written consent of the CDA or RCOoA, as applicable. Consent shall be given or denied after the written request is received by the RCOoA. A copy of the material for review should be submitted with the request. This subsection is not intended to prohibit the Service Provider from sharing identifying client information as authorized by the service recipient, as allowed by law, or provide summary program information which is not client-specific and contains no confidential information.
- b. 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 description, 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 cost 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.
- c. The State or RCOoA 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.
- d. If Service Provider is given the express written consent of the CDA or RCOoA to publish materials, the published materials shall:
 1. State that, "The materials were a result of a project funded through RCOoA of CDA, as applicable";
 2. Give the name of the entity, the address and telephone number at which the supporting data is available; and,
 3. Include a statement that, "The conclusions and the opinions expressed may not be those of the State and/or RCOoA", and where applicable, "The publication may not be based upon or inclusive of all raw data."

4. Copyrights:

- a. If any material funded by this Agreement is subject to copyright, the State and/or RCOoA reserves the right to copyright such material and the Service Provider agrees not to copyright such material, except when granted permission.
- b. The Service Provider may request permission to copyright material by writing to the Director of RCOoA. The Director of RCOoA shall notify the Service Provider if it has been granted permission to copyright material or give the reason it has been denied permission to copyright material in writing.
- c. If the material is copyrighted with the consent of the State and/or RCOoA, the State and/or RCOoA 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.
- d. The Service Provider certifies that it has appropriate systems and controls in place to ensure funds provided for under this Agreement will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

F. INFORMATION INTEGRITY, AND SECURITY:

1. Information Assets:

- a. The Service Provider, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State 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

2. Encryption of Computing Devices:

- a. 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).

3. Disclosure:

- a. 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 State policies.

- b. 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.
- c. "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.
- d. 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.
- e. 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 or CDA without prior written authorization from RCOoA or CDA. The Service Provider may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. 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.

4. 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://aging.ca.gov/Information_Security/Privacy_and_Information_Security_Awareness_Training/ within thirty (30) days of the start date of the Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- b. The Service Provider must maintain certificates of completion on file and provide them to CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA):

- a. 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.

6. Information Integrity and Security Statement:

- a. The Service Provider shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Service Provider is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

7. Security Incident Reporting:

- a. A security incident occurs when CDA 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 comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/.

8. Security Breach Notifications:

- a. 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 State policy.

9. Software Maintenance:

- a. 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 State data may be stored or accessed.

10. Electronic Backups

- a. 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.

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

G. ACCESS:

1. The Service Provider shall provide access to any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representatives to any books, documents, papers, and records of the Service Provider or a Subcontractor which are directly pertinent to this specific Agreement to review or copy for the purpose of making an audit, examination, excerpts, and transcriptions. 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.
2. The Service Provider shall permit any federal, state or county agency, including but not limited to the California State Auditor, the Comptroller General of the United States, the Department of General Services, the Bureau of State Audits, or any of their duly authorized representative access to its premises and/or facility(ies), upon reasonable notice, during normal business hours to determine Service Provider's conformity with this Agreement.
3. The Service Provider shall include these requirement in its subcontracts.

H. AUDIT:

1. If Service Provider expends \$750,000 or more in federal funds annually, it shall arrange for and provide RCOoA with an audit as required by the Single Audit Act of 1984, Public Law 98-502, Single Audits Act Amendments of 1996, Public Law 104-156, and Office of Management and Budget (OMB) Circular A-133. To meet the requirements of OMB Circular A-133 the audit shall be: 1. Performed timely—within 30 days after the receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first; 2. Properly procured—use procurement standards provided for in OMB Circular 133 and provide maximum opportunities to small and minority audit firms; 3. Performed in accordance with Government Auditing Standards—shall be performed by an independent auditor and be organization-wide; 4. 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 the Agreements; and the schedule of findings and questioned costs; and 5. All audits shall be performed in accordance with provisions applicable to this program as identified in OMB Circular A-133 Compliance Supplement. All audits must be performed by either: (1) the appropriate audit branch for a governmental agency; or (2) an independent Certified Public Accountant. The cost of this audit may be charged against federal grants. A copy of the Audit Report must be submitted to the:

Riverside County Office on Aging
Attn: Fiscal Unit
3610 Central Ave, Ste 102
Riverside, CA 92506

2. A Service Provider expending less than \$750,000 in federal funds is not required to obtain an audit and is thereby exempted from filing under OMB Circular A-133, Subsection. 200(d), and should obtain a standard financial audit. The cost of this audit cannot be charged to the grant awarded by RCOoA. This audit shall be received at RCOoA within 90 days after the end of the fiscal year. Should Service Provider not be able to submit this audit with the time requested, an extension must be obtained in advance from RCOoA.
3. Service Provider assures RCOoA that all subcontractors are audited as required by State and federal law.
4. Service Provider shall be required to include in its contracts with the auditors selected by Service Provider that the auditors will comply with all applicable audit requirements/standards. 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 amount; amount resolved; variances; 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 how findings were resolved.
5. The audit timeframe shall include the period of performance of this Agreement. If Service Provider is not on the same fiscal year (July 1-June 30) as RCOoA, a reconciliation and supplementary information, prepared by the same certified public accountant, who performed the audit, so accounts can be reconciled to the Agreement. Audit reports must include any One-Time-Only (OTO) as additional funding to the grant award.
6. RCOoA shall have access to all audit reports and supporting work papers of the Service Provider and subcontractors.
7. Where the Service Provider engages an independent auditor, the Service Provider shall provide a clause for permitting access by allowing RCOoA the right to review and to copy any records with supporting documentation pertaining to the performance of this Agreement. Maintaining such independent audit records shall be for a period of three (3) years after final payment under the Agreement or until a California Department of Aging audit of RCOoA has been completed, whichever is longer
8. The Service Provider shall cooperate with and participate in any audit or review which may be required by RCOoA.
9. Failure to comply with Audit requirements will exclude Service Provider from eligibility for One-Time-Only (OTO) funding, and other sanctions may also be imposed.
10. Authorized RCOoA representatives have the right to monitor, assess, and evaluate the Service Provider's Administrative, fiscal, and program performance controls. Monitoring, assessment, and evaluation may include, but is not limited to, Administrative, fiscal and program processes, policies, audits, inspections of service(s) premises, inspection of food preparation sites, interviews of project staff, and participants.
11. Service Provider shall cooperate with RCOoA in the monitoring, assessment, and evaluation processes, which includes making any Administrative program and fiscal staff, available during any audit review.

12. Service Provider shall, upon request, make available client participation records and fiscal records which confirm all data contained in Monthly Performance and Monthly Financial Report (MFR). Service Provider is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts or grant agreements, monitoring reports, and all other pertinent records until a CDA audit of RCOoA has been completed and an audit resolution has been issued. The information shall be maintained in an organized manner.

Article V. GENERAL REQUIREMENTS

A. PROPERTY:

1. Unless otherwise provided for in this section, property refers to all assets used in operation of this Agreement.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this Agreement, which meets any of the following criteria is subject to the reporting requirements:
 - a. 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).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Additions, improvements, and betterments to assets meeting all of the conditions in paragraph 2 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.
4. 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.
5. The Service Provider shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in paragraph 2 above, 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). The Service Provider shall record, at minimum, the following information when property is acquired:
 - a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.

- d. Serial number (if applicable).
- e. Purchase cost or other basis of valuation.
- f. Fund source

6. Disposal of Property:

- a. 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 paragraph 2 of this section. 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.
 - b. The Service Provider must remove all confidential, sensitive, or personal information from 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.
- 7. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Service Provider shall promptly notify RCOoA.
 - 8. The State reserves title to all 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.
 - 9. 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.
 - 10. 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 RCOoA. RCOoA reserves the right to require the Service Provider to transfer such property to another entity, or to the RCOoA.
 - 11. To exercise the above right, after termination of this Agreement or notification of the Service Provider's dissolution, RCOoA will issue specific written disposition instructions to the Service Provider.
 - 12. 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 RCOoA for other purposes in this order:
 - a. For another CDA program providing the same or similar service.
 - b. For another CDA-funded program.
 - 13. 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.
 - 14. The Service Provider or subcontractors shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately-owned business entity. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
 - 15. The Service Provider shall include the provisions contained in this section in all its subcontracts awarded under this Agreement.

B. FACILITY CONSTRUCTION OR REPAIR (TITLE III ONLY)

1. This section applies only to Title III funds. Title III funds may be used for facility construction or repair. When applicable for purposes of construction or repair of facilities, Service Provider shall comply with the provisions contained in the following provisions 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. Service Provider shall not use payments 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 or CDA (if applicable).
3. When funding is provided for construction and non-construction activities, the Service Provider must obtain prior written approval from RCOoA or CDA (if applicable) before making any fund or budget transfers between construction and non-construction.

C. AGREEMENTS IN EXCESS OF \$100,000

If 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]
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]

D. 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 "County 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. With respect to any action or claim subject to indemnification herein by Service Provider, Service Provider shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of RCOoA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Service Provider's indemnification to County Indemnitees as set forth herein. Service Provider's obligation hereunder shall be satisfied when Service Provider has provided to RCOoA the appropriate form of dismissal relieving RCOoA from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Service Provider's obligations to indemnify and hold harmless County Indemnitees herein from third party claims.

E. SUBCONTRACTOR AGREEMENTS:

1. Service Provider shall refer to the guidance in OMB Circular A-133 Section 210 in making a determination of whether a subcontractor and/or vendor relationship exists. If a vendor relationship exists, Service Provider shall follow the procurement requirements applicable to the relationship. Before Service Provider enters into a subcontract with a for-profit organization, it shall obtain the approval of RCOoA.
2. Service Provider shall include the Assurances and Certifications in the award documents in all subcontracts. In addition, Subcontractor Agreements shall contain language of this Agreement and require the subcontractors to comply with all Federal, State and County requirements. All applicable requirements of this Agreement shall also be a requirement of subcontractor.
3. Service Provider shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
4. Any subcontracting private entity shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement. 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.
5. Service Provider is responsible for subcontractor responsibilities and will ensure the service deliverables are being met to fulfill all of the obligations of this Agreement.
6. Copies of Subcontractor Agreements, interagency cooperation arrangements, Memorandums and/or Letters of Understanding shall be maintained and available to RCOoA for review upon request.
7. Service Provider shall monitor subcontractor(s) to ensure compliance with the service provisions and other requirements included in this Agreement, including insurance requirements.
8. Notification of any changes to subcontractors or subcontracted services shall be sent to RCOoA.
9. Agreement funds shall not be obligated for services beyond the ending date of this Agreement.

F. RESOLUTION OF LANGUAGE CONFLICTS/SEVERABILITY/DISPUTE RESOLUTION PROCESS:

1. The Agreement and any other applicable program requirements have the following order of precedence, if there is any conflict in what they require:
 - a. The Older Americans Act and other applicable federal statutes and their implementing regulations.
 - b. If applicable, the Older Californians Act and other California State codes and regulations.
 - c. Standard Agreement AP-2X2X-2X between RCOoA and CDA, including all exhibits and any amendments thereto.
 - d. This Agreement, including all exhibits and any amendments thereto.
 - e. Any other documents incorporated herein by reference.
 - f. Program memos and other guidance issued by CDA and RCOoA.
2. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of the Agreement shall remain in full force and effect.
3. In the event of a dispute or grievance arising under the terms and conditions of this Agreement, both parties shall abide by the following procedures:
 - a. The Service Provider shall first discuss the problem informally with the appropriate RCOoA Program Manager or Fiscal staff. If the problem is not resolved, Service Provider may, within fifteen (15) working days of the failed attempt to resolve the dispute with the Manager or staff, submit a written complaint, with any evidence to the Director of RCOoA. The complaint must include the disputed issues, the legal authority/basis for each issue, which supports the Service Provider's position and remedy sought. The Director of RCOoA shall, within fifteen (15) working days after receipt of the written complaint make a determination on the dispute and issue a written decision and reasons. The decision of the RCOoA

Director shall be final and the Service Provider has no right of appeal to CDA. The Service Provider shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

- b. Contract resolution must occur within 15 months of the contract closeout.

G. Notices:

1. Any notice required by this Agreement or by law is considered given when delivered in person or by mail (registered/certified, overnight, postage prepaid, return receipt requested) with a trackable delivery.
2. Notices delivered in person or by mail, as described above will be addressed as follows:

RCOoA

Riverside County Office on Aging
Attention: Contract Analyst
3610 Central Ave, Ste 102
Riverside, CA 92506

Notices sent to Service Provider will be addressed as indicated on the coversheet of this Agreement or Authorized Signatory Form, as appropriate.

H. Relationship of Parties:

The Service Provider is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of RCOoA. It is expressly understood and agreed that the Service Provider (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which RCOoA employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Service Provider shall hold RCOoA harmless from any and all claims that may be made against RCOoA based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

I. Governing Law/Venue:

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. 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.

J. Assignment:

Service Provider shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of RCOoA. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

K. Entirety of Agreement:

This Agreement, including any attachments or exhibits or documents incorporated herein, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

Article VI. TERMINATION

- A. This Agreement may be terminated by either party, in whole or in part, without cause, at any time during the Agreement period of performance, upon sixty (60) days prior written notice to the other party.
- B. RCOoA may terminate, in whole or in part, for cause this Agreement and RCOoA shall be relieved of the payment of any consideration to the Service Provider. Termination for cause 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 grounds for termination for cause shall include, but are not limited to, the following:
1. A violation of the law or failure to comply with any condition of this Agreement;
 2. Inadequate performance or failure to make progress so as to endanger performance of this Agreement;
 3. Failure to comply with Fiscal and Program reporting requirements including audits;
 4. Evidence that the Service Provider is in an unsatisfactory financial condition as determined by RCOoA, as to endanger performance of this Agreement, which includes the loss of other funding sources;
 5. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
 6. 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;
 7. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Service Provider's assets or income;
 8. The filing of bankruptcy;
 9. Finding of debarment or suspension;
 10. Service Provider's organizational structure has materially changed;
 11. Failure to comply with RCOoA insurance requirements; and/or
 12. Suspended program operations for more than (3) consecutive months in any budgeted year, unless permission has been granted in writing by RCOoA.
- C. RCOoA shall provide a Notice of Termination to the Service Provider of the action being taken, the reason for such action, any conditions (such as, but not limited to, transfer of clients, care of clients, resource documents, inventory of and disposition of property, return of unspent funds, etc.), the date upon which termination becomes effective, and a final date for which a claim for payment may be submitted to RCOoA. Said notice shall also inform the Service Provider of its right to appeal such decision to RCOoA and of the procedure for doing so.
- D. After receipt of a Notice of Termination, Service Provider shall submit to RCOoA a termination claim, in the form and with certification described by RCOoA. All costs to RCOoA 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 failure of the Service Provider to submit a termination claim within the time allowed in the notice of termination, RCOoA may, on the basis of information available, pay the amount, if any, which it determines due to the Service Provider.

- E.** After receipt of a Notice of Termination, Service Provider shall (1) stop work as specified in the notice of termination, (2) place no further orders or subcontracts for materials, services or facilities, except as may be necessary to complete the continued portion of the Agreement, (3) terminate all subcontracts to the extent they related to the work terminated, and (4) settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- F.** Service Provider will notify RCOoA immediately of any intent to discontinue existence of the entity or to bring an action for dissolution.