

REDLINE**FIRST-SECOND AMENDMENT****CONTRACT No. 20-27-0041****BETWEEN THE COUNTY OF ORANGE****AND****AGE WELL SENIOR SERVICES, INC.**

**FOR THE PROVISION OF SERVICES FUNDED BY
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES, ADMINISTRATION FOR
COMMUNITY LIVING GRANTS:**

**CFDA #93.044 / FAIN 1901CAOASS-01 & 2001CAOASS-00
SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART B, GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS,
CFDA #93.045 / FAIN 1901CAOACM-01 & 1901CAOAHD-01 & #2001CAOACM-00 & FAIN
#2001CAOHD-00**

**SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART C, NUTRITION SERVICES AND
CFDA #93.053 / FAIN 1901CAOANS-01 & 2001CAOANS-00
NUTRITION SERVICES INCENTIVE PROGRAM:**

ELDERLY NUTRITION PROGRAM SERVICES

This Amendment to Contract No. 20-27-0041, hereinafter referred to as "First-Second Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Age Well Senior Services, Inc., a California non-profit Corporation, DUNS #792315459, with a place of business at 23101 Lake Center Drive, Suite 325, Lake Forest, CA 92630 hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Subrecipient entered into Contract No. 20-27-0041, hereinafter referred to as "original Contract," for the provision of Elderly Nutrition Program Services, commencing July 1, 2020 through June 30, 2021 in an amount not to exceed \$1,831,045; and

WHEREAS, on August 12, 2020, the County executed the First Amendment to the County now desires to amend the original Contract to and increased the Contract by the monetary amount of \$160,402, for a new maximum obligation of \$1,991,447 and replaced Attachment A, Scope of Services, with Attachment A-1; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule(s), with Attachment C-1; and replaced Attachment E, Performance

Standards with Attachment E-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

WHEREAS, the County now desires to amend the original Contract to increase the Contract by the monetary amount of \$80,923, for a new maximum obligation of \$2,072,370 and replace Attachment A-1, Scope of Services, with Attachment A-2; and replace Attachment B-1, Payment/Compensation, with Attachment B-2; and replace Attachment C-1, Budget Schedule(s), with Attachment C-2; and replace Attachment D, Staffing Plan with Attachment D-1; and replace Attachment F-1, Federal Award Identification with Attachment F-2; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The CFDA/FAIN table on the cover page of the Contract shall be replaced with the following table:

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
<u>93.044</u>	<u>1901CAOASS-01 and 2001CAOASS-00</u>	<u>Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers</u>	<u>U.S. Dept. of Health and Human Services, Administration for Community Living</u>
<u>93.045</u>	<u>1901CAOACM-01 and 2001CAOACM-00</u> <u>1901CAOAHD-01 and 2001CAOHD-00</u>	<u>Special Programs for the Aging, Title III, Part C, Nutrition Services</u>	<u>U.S. Dept. of Health and Human Services, Administration for Community Living</u>
<u>93.053</u>	<u>1901CAOANS-01 and 2001CAOANS-00</u>	<u>Nutrition Services Incentive Program</u>	<u>U.S. Dept. of Health and Human Services, Administration for Community Living</u>

- ~~1.2.~~ The Contract shall be amended to increase the monetary limit by the amount of \$80,923~~160,402~~, for a new maximum obligation of \$2,072,370~~1,991,447~~.

- ~~2.3.~~ Attachment A-~~1~~, Scope of Services, shall be replaced with Attachment A-~~2~~.

- ~~3.4.~~ Attachment B-~~1~~, Payment/Compensation, shall be replaced with Attachment B-~~2~~.

- ~~4.5.~~ Attachment C-~~1~~, Budget Schedule(s), shall be replaced with Attachment C-~~2~~.

- ~~5.6.~~ Attachment ~~ED~~, ~~Performance Standards~~ Staffing Plan, shall be replaced with Attachment ED-1.

- ~~6.7.~~ Attachment F-~~1~~, Federal Award Identification, shall be replaced with Attachment F-~~2~~.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this ~~First~~Second Amendment on the dates with their respective signatures:

*Age Well Senior Services, Inc.

By: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
Title: _____	Title: _____
Dated: _____	Dated: _____

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a Contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dylan Wright, Director OC Community Resources	Dated: _____
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APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: _____ <u>DEPUTY COUNTY COUNSEL</u>	Dated: _____
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SCOPE OF SERVICES**I. GENERAL REQUIREMENTS****A. Hours of Operation and Schedules****1. Regular Hours of Operation:**

Contracted service hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

2. Holiday Operation Schedules:

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

B. Funding Requirements

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

C. Subrecipient's Records

1. Subrecipient shall keep true and accurate accounts, records, books and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

D. Information Integrity and Security

1. Information Assets. Subrecipient 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 (HIPPA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 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. Information assets include (but are not limited to):
 - a) Information collected and/or accessed in the administration of the State programs and services.
 - b) Information stored in any media form, paper or electronic.
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, 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) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
 - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, 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 voiceprint or a photograph.
 - d) Subrecipient shall not use the PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
 - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written

- authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at https://aging.ca.gov/Information_security within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to CDA upon request.
 5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
 6. Security Incident Reporting. 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. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
 7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
 8. Software Maintenance. Subrecipient 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.
 9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

E. Evaluation and Monitoring

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.
4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

F. Procurement

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.
4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

G. Property

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
 - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, 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 \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
 - b) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
 - c) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones).
 - d) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
 - e) All vehicles purchased with CDA funds (all or a portion of) must list the County of Orange Office on Aging as lienholder on the title of the vehicles.
 - d)f) All property reported on the CDA 32 Form prior to July 1, 2020 must continue to be reported until the Subrecipient has obtained approval to dispose from OoA and CDA.
3. 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.
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. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
6. Subrecipient shall record, at a 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
7. Disposal of Property:
 - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
 - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA 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.
8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.

10. Subrecipient 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 Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
 - a) Another CDA program providing the same or similar service
 - b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

H. Expenditure of Funds

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
In State:
 - a) Mileage/Per Diem (meals and incidentals)/Lodging –
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

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

II. **General Program Requirements**

Subrecipient shall adhere, but not be limited to, the following requirements for all programs:

A. **Program**

1. Provide and maintain a written personnel manual or handbook that contains policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are given referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide each older person with an opportunity to voluntarily contribute to the cost of service in a non-coercive manner.
9. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.

10. Have written procedures to account for all contributions received and to ensure the protection of participant confidentiality and privacy.
11. Develop applicable program and intake forms that meet CDA requirements and County approval process.
12. Provide written policies and methods of implementation regarding income structure for all programs.
13. Conduct a client satisfaction survey annually. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.
14. Provide the County with a current and active DUNS Number prior to Contract execution.

B. Elder Abuse

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paper work and report details have been documented and submitted in a timely manner.

C. Staffing and Organization

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.
3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.

5. Maintain time sheets for employees and volunteers.
6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County.
7. Provide a current Board Agenda and Minutes as requested by the County.
8. Ensure that all staff complete CDA's mandatory Privacy and Information Security Awareness Training module located on the CDA website within thirty (30) days of the beginning of their contract with the County. All new provider staff and volunteers are required to complete this training within thirty (30) days of their start date.
9. Maintain certificates on file and provide County with copies of the Privacy and Information Security Awareness Training certificates for all staff who are required to complete the training.
10. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

D. Data Reporting

1. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, and as specified in the Contract and required by County.

E. Property/Equipment

1. Provide the County with an inventory list of property purchased with County funds.
2. Comply with all property requirements as specified in the contract and required by County.
3. Develop and maintain policies and procedures for tracking property purchased with program funds.

F. Insurance

1. Provide proof of Insurance coverage based on insurance requirements as indicated and required in the Contract and by County within a timely manner.

G. Emergency Preparedness Practices and Facility Requirements

1. Provide written emergency operation plans on-site

2. Provide the County with a copy of an Emergency Operations Plan.
3. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
4. Ensure that all furniture, appliances and other freestanding objects are secured in the event of an emergency.
5. Provide clearly marked, legible gas and water shut-off valves along with instructions/tools on how to operate the shut-off in cases of emergency.
6. Post an evacuation plan in a highly visible location within the facility.
7. Provide sufficient supplies of food and water for each program participant in cases of emergency.
8. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
9. Ensure that staff are regularly trained and assigned specific responsibilities during emergencies.
10. Keep the most up-to-date inventory on disaster response supplies and equipment.
11. Provide written evidence of annual staff and volunteer emergency procedures training on the provider's Emergency Operations Plan.
12. Provide flashlights, portable radio and batteries for the facility in cases of emergency.
13. Provide and maintain first aid supplies for the facility in cases of emergency.
14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPPA).

H. Monitoring of Subcontractors

1. Maintain subcontract agreements on file as applicable.
2. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
3. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
4. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

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III. ELDERLY NUTRITION PROGRAM MEASURABLE OBJECTIVES & REQUIREMENTS

This Scope of Services contains the measurable objectives mandated by the California Department of Aging (CDA) and the Office on Aging (OoA) for providers of the Title III C Elderly Nutrition Program (ENP). The Scope of Services is based on the requirements for the ENP as stated in California Code of Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Sections 7630 through 7638.

A. Reference Documents

The following regulations applicable to the operation of the Elderly Nutrition Program are available through the California Department of Aging website, www.aging.ca.gov, under Laws/Regulations/Policies.

- California Code of Regulations
- California Retail Food Code
- California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming Structures & Equipment
- Older Americans Act, as Amended 2006
- Code of Federal Regulations
- United States Code (USC) Title 42, Chapter 35 – Programs for Older Americans
- California Welfare and Institutions Code

HACCP (Hazard Analysis and Critical Control Point Principles and Application) Guidelines are available through the US Food and Drug Administration website, www.fda.gov/Food/FoodSafety

B. Definitions

The following definitions apply to the Elderly Nutrition Program:

1. **CRFC** means California Retail Food Code; also, commonly referred to as Cal-Code, which replaced CURFFL (California Uniform Retail Food Facilities Law) on July 1, 2007. CRFC is the uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq. of the California Health and Safety Code.
2. **HACCP** means Hazard Analysis Critical Control Point. A HACCP Plan is a written document that delineates formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of Section 114055, Health and Safety Code.
3. **Meal Goal** means the number of meals the Subrecipient will provide to eligible clients. These meals may be provided through the Title III C-1 Congregate Meal program or the Title III C-2 Home Delivered Meal program.

4. **Nutrition Screening** means completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the National Aging Program Information System (NAPIS).
5. **Nutrition Services Incentive Program (NSIP)** means the additional funding for nutrition services awarded to states based on the number of meals served in the prior year and available appropriation. NSIP funds shall be used to purchase food used in the ENP. NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.
6. **Registered Dietitian** means a person who shall be both:
 - a) Qualified as specified in Sections 2585 and 2586, Business and Professions Code; and
 - b) Registered by the Commission on Dietetic Registration.
7. **Unduplicated Client Goal** means the number of new eligible clients the Subrecipient will provide nutrition services to via the Title III C-1 or the Title III C-2 program.
8. **Wait List** means a list of potential Title III C-2 clients, established and maintained by the Subrecipient, after the Subrecipient has reached its capacity.

C. Program Description

1. **Purpose** – The purpose of the ENP is to provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older adults in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
2. **Definition** – Nutrition Services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites.
3. **Goals** – to maintain or improve the physical, psychological, and social well-being of older adults, by providing or securing appropriate nutrition services.
4. **Objectives:**
 - a) Give preference to older adults in greatest economic or social need with particular attention to low-income minority individuals;
 - b) Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRIs), are safe, of good quality, and at the lowest reasonable cost;
 - c) Promote and maintain high food safety and sanitation standards;

- d) Promote good health behaviors through nutrition education and nutrition screening of participants;
- e) Promote or maintain coordination with other nutrition-related supportive services for older adults;
- f) Maintain or increase the number of meals served consistent with funding levels and inflation;
- g) Promote increased cost effectiveness through improved program and food service management; and,
- h) Enable older adults to remain independent and at home for as long as possible, avoiding premature institutionalization.

D. General Requirements of the Elderly Nutrition Program

Each Elderly Nutrition Program shall:

1. Provide at least one (1) meal per day.
2. Serve meals at least five (5) days per week throughout the service area, but not necessarily five (5) days per week at each site.
3. Operate at a lesser frequency in a service area where such frequency is not feasible, and a lesser frequency is approved by the County.
4. Establish procedures which ensure the accuracy and authenticity of the number of eligible participant meals served each day. Such procedures shall be kept on file at the provider's site.
5. Comply with the CRFC and the local health department regarding safe and sanitary preparation and service of meals.
6. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
7. Comply with all applicable requirements of Program Memoranda issued by the California Department of Aging. Program Memoranda are located on the CDA website at http://www.aging.ca.gov/PM/PM_index.asp
8. At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
9. Conduct a nutrition screening of congregate and home delivered meal participants in accordance with federal requirements found in Section 339 of the OAA (42 U.S.C. 3030g-21).
10. Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).

11. When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.
12. Have a written grievance process that is consistent with the grievance process of the County, for reviewing and attempting to resolve complaints by ENP participants against the service provider. Home-delivered meals clients will be advised of the process either orally or in writing upon the provider's contact with the client. Notification of the process shall be posted in visible and accessible areas, such as the bulletin boards of congregate nutrition sites.
13. Subrecipient shall ensure all data is collected for the unmet need, as requested by CDA and/or County. Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
 - Pre-screening individuals to determine eligibility;
 - Managing applicants' placement on and removal from Wait List;
 - Periodically reviewing the eligibility and identified needs of applicants on the Wait List; and
 - Assigning priority for enrollment based on Wait List

E. Staffing

The following staff is required for the Elderly Nutrition Program: Manager, Paid Staff and Volunteers, and a Registered Dietitian.

1. Manager or Director:

- a) The ENP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the ENP, and must either:
 - i. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor; or,
 - ii. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian; or,
 - iii. Two years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
- b) The ENP provider shall maintain documentation on file of the qualifications of the program manager.

2. Paid Staff/Volunteers:

- a) There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.
- b) Providers are encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
- c) Providers shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
- d) Preference shall be given to hiring older individuals, subject to the qualifications of the position.
- e) Providers shall complete a written work performance evaluation on all paid and volunteer staff annually.
- f) At least one staff person per congregate site must possess ServSafe certification. At least one staff person per HDM site must possess at minimum a food handler card.
- g) Volunteers shall be recruited and used in any phase of the programs' operations where qualified.
- h) Volunteers shall receive the same training as paid staff.
- i) Providers shall maintain a written volunteer policy that describes how volunteers are recruited and screened, what topics they are taught at orientation, and how often their performance is evaluated.

3. Registered Dietitian:

- a) Each ENP provider shall establish and administer nutrition services with the advice of a registered dietitian, who will perform the following activities to meet the mandated requirements:
 - i. At a minimum, quarterly monitor for safe food handling and sanitation practices of all food production facilities, home-delivered meal programs, and congregate meal sites. Annual monitoring will be done of one route per home-delivered meal program. The Nutrition Site Monitoring Report will be used for the quarterly monitoring. The forms will be supplied by County.
 - ii. Review and approve the content of staff training prior to presentation, to ensure required topics are included annually.
 - iii. Develop, or review and approve the cycle menus, certifying that all meals comply with nutrition requirements specified in Title 22, Division 1.8, Section 7638.5.
 - iv. Provide input, review, and approve the Nutrition Education Plan prior to presentation.
 - v. Provide technical support and assistance as needed.

F. Staff Training Activities

1. A yearly written staff training plan shall be developed, implemented, and maintained on file by the ENP provider, as required in Title 22, Division 1.8, Section 7636.7(c).
2. The provider's registered dietitian shall review and approve the content of the staff training plan prior to submittal to the County.
3. The staff training plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
4. Persons who provide food safety training must have a current food safety certificate. (CRFC 113949.2)
5. A copy of the staff training plan that has been approved by the provider's registered dietitian must be submitted to County by July 15 of the fiscal year in which it is being provided. The County registered dietitian will review and approve the staff training plan and return it to the provider. The County-approved staff training plan must be kept on file.
6. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including home-delivered meal and congregate meal staff.
7. Training sessions shall be evaluated by those receiving the training.
8. ENP providers shall maintain documentation of each training session on file. Documentation includes, but is not limited to sign-in sheets, agendas, handouts, and completed evaluations.
9. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - a) Food safety, prevention of food borne illness, and HACCP principles.
 - b) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - c) Elder abuse law and reporting procedures.

G. Menu Planning Guidelines/Menu Requirements

1. A minimum cycle of four weeks of menus shall be planned and submitted to County.
2. Menu cycles shall include the availability of seasonal foods.

3. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
4. The menu cycle shall be approved by the provider's registered dietitian and forwarded to the County registered dietitian for certification. Menus shall be submitted to the County Registered Dietitian a minimum of thirty (30) days prior to the menu start date. ENP providers are required to have menus certified prior to the menu start date. All signatures on the menu shall be original signatures.
5. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site. Menus shall be legible and easy to read in the language of the majority of the participants. (Title 22, Division 1.8, Section 7638.5.)
6. Copies of the menus shall be made available to the participants upon request.
7. When planning the menus, the California Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered. Menus shall conform to the age-appropriate criteria referenced in the sources.
8. Meal Component/Nutrient Analysis:
 - a) A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a registered dietitian shall be done to ensure compliance with Title 22, Division 1.8, Section 7638.5.
 - b) Providers shall comply with mandatory maintenance of labels for all food/food additives containing any fat, oil, or shortening, and the ban of oil, shortening or margarine containing artificial trans fat. (CRFC 114377)

H. Food Procurement

1. Food procurement procedures shall comply with CRFC standards and HACCP principles guidelines.
2. All food shall be of good quality and shall be obtained from sources that conform to federal, State, and local regulatory standards for quality, sanitation, and safety; whether prepared on-site, frozen, non-perishable, boxed or catered.
3. To the extent possible, providers are encouraged to participate in group food purchasing.
4. A comparative cost analysis shall be performed either by the ENP provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

I. Food Storage

1. Food storage procedures shall comply with CRFC standards, and HACCP principles guidelines.

J. Food Production

1. Food production procedures shall comply with Title 22, CRFC standards, and HACCP principles guidelines.
2. Food production and meal service shall be under the supervision of a staff person trained in food service management to ensure food service sanitation and the practices of hygienic food handling techniques are followed. This person shall function with the advice of the provider's registered dietitian.
3. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 - a) The provider's Registered Dietitian must approve all menu substitutions.
 - b) A menu substitution form must be completed and signed by the provider's Registered Dietitian.
 - c) The completed menu substitution form shall be kept on file for County review.
4. Production Control:
 - a) Production schedules or worksheets must be available in the food preparation area.
 - b) Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 - c) Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 - d) Appropriate utensils for correct and consistent portion control shall be available and used at each site.
5. Meal Service/Temperature Monitoring:
 - a) All food for congregate sites and home delivered meals shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 - b) Meals shall be served to seniors as "offer versus serve" – meaning participants are to be given an opportunity to decline a menu item.
 - c) Temperature Checks:
 - i. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.

- ii. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - iii. The ENP provider must have written procedures for monitoring food temperature.
 - iv. The ENP provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - v. The ENP provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
 - vi. Documentation of temperatures for hot/cold foods at the end of each HDM route delivery are required on a monthly basis.
 - vii. All completed Food Temperature Logs must be maintained on file for County review.
- d) To maintain quality in prepared foods, holding times shall be kept to a minimum. Holding time shall not exceed 2 hours outside temperature control.
 - e) Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
 - f) Single service utensils and tableware shall be used one time only and then discarded.
 - g) Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.
 - h) The provider shall have a sign posted in the congregate site stating, "Food removed from the congregate site is at your own risk."

K. Food Service Requirements

The ENP provider shall ensure that the following forms are available, completed **daily**, and maintained at each nutrition site for a minimum of 12 months:

1. Food Temperature Log – one should be available for congregate meals and home delivered meals if hot or cold foods are delivered to the client.
2. Cleaning Schedule.
3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
4. Production Schedule – applicable only if food is cooked at the site.
5. The current Environmental Health Inspection Report shall be available at the site for review.

L. Program Requirements

1. **Confidentiality of Client Information:** ENP providers shall ensure that information about, or obtained from a participant's records, shall be maintained in a confidential manner.
2. **Outreach/Marketing Activities:**
 - a) ENP providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by County.
 - b) ENP providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
3. **Emergency Procedures:**
 - a) ENP providers shall have a written Emergency/Disaster Plan.
 - b) Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
 - c) Staff and volunteers must be knowledgeable of emergency procedures.
 - d) Where feasible and appropriate, ENP providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.
4. **Donations and Confidentiality:**
 - a) An Eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal.
 - b) The ENP provider shall develop a suggested contribution/donation amount. When developing this contribution/donation amount, the income ranges of the older adults in the community and the provider's other sources of income shall be considered.
 - c) A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
 - d) No eligible individual shall be denied participation because of failure or inability to contribute.
 - e) The provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 - f) All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

5. Coordination:

- a) If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by County.
- b) Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community-based system of care for the participants attending nutrition sites.

6. Reporting:

- a) All fiscal and program data must be reported monthly (i.e. Request for Reimbursement, Rosters, Monthly Service Unit Report, etc.). All reports are due to County by the 10th day of the month following the month of service. County will provide training as needed.
- b) The provider shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.
- c) ENP providers are required to report all known or suspected cases of elder abuse to County Adult Protective Service or law enforcement immediately by telephone. A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services which are necessary to avoid physical harm or mental suffering.
- d) Maintain records, by month, that support claimed in-kind expenditures.
- e) Develop and have on hand for review by County, a cost allocation plan that explains the methods used to allocate costs between congregate meals, home-delivered meals, and any other program funded by County.
- f) Other Reporting Requirements:
 - i. SAMS (Social Assistance Management System):

Providers shall have dedicated staff responsible for maintaining the client tracking software, an Internet Service Provider and the appropriate hardware that can support the program. Providers shall be responsible for the following SAMS data entry by the 10th day of the month following the month of service:

 - Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month
 - Updating database with new clients
 - Adding service units to client records and rosters
 - ii. Nutrition Education Monthly Service Unit Report:

The Nutrition Education Monthly Service Unit Report is a tool that is used to report the number of Nutrition Education service units that have

been provided to participants. This report is to be completed and submitted to County by the 10th day of the month following the month of service. Copies of any handouts presented to the participants as a component of the Nutrition Education shall be attached to the Nutrition Education Monthly Service Unit Report.

iii. Reporting Provisions Specific to Title III C-2

The Subrecipient shall provide quarterly data about their FY 2020-21 Title III C-2 Wait List(s), using a template provided by the County, via email to OoADataTeam@occr.ocgov.com. The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

7. Disposal of Equipment:

- a) Provider shall submit a list of equipment purchased with grant funding by location.
- b) If the Provider wishes to dispose of equipment purchased with Nutrition grant funding, they must submit a request, in writing, to County. The request shall state the equipment description, the location of the equipment, and the reason for disposal.

IV. ENP: CONGREGATE MEALS EXPECTATIONS & REQUIREMENTS

A. Requirements for Nutrition Services

1. Each congregate meal provider shall:

- a) Include procedures for obtaining the views of participants about the services received.
- b) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
- c) Provide the opportunity for each congregate meal participant to complete the relevant sections of the client intake sheet by the third day of beginning meal service and annually thereafter.
- d) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by County.
- e) Ensure the accuracy and authenticity of the number of eligible participant meals served each day.

2. Each congregate meal site shall meet all of the following:

- a) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.
- b) Have restrooms, lighting, and ventilation, which meet the requirements of CRFC.
- c) Have equipment, including tables and chairs that are sturdy and appropriate for older adults. Tables shall be arranged to assure ease of access and encourage socialization.

B. Nutrition Education Services for Participants

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate meal programs.
 - a) Nutrition Education for congregate sites is defined as demonstrations, presentation, lectures or small group discussions, all of which may be augmented with printed materials.
2. Nutrition Education shall be based on the particular needs of congregate meal participants. An annual needs assessment shall be performed by the ENP provider to make this determination.
3. A yearly written nutrition education plan shall be submitted to County prior to implementation and no later than July 15 of the fiscal year in which it is being implemented.
4. Nutrition Education sessions must be reported monthly to County.

V. ENP: HOME-DELIVERED MEALS EXPECTATIONS & REQUIREMENTS

A. Each home-delivered meal provider shall:

1. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant. Providers shall prepare a sample Client Intake Sheet for approval by County.
 - a) An initial determination of eligibility may be accomplished by telephone.
 - b) A written assessment shall be done in the home within two (2) weeks of beginning meal service and shall include an assessment of the type of meal appropriate for the participant in their living environment.
 - c) An older adult eligible for receiving home-delivered meals shall be assessed for need of nutrition-related supportive services and referred as necessary.
 - d) Re-assessment of need shall be determined quarterly. Such re-assessment shall be done in the home of the participant at least every other quarter.
2. Provide home-delivered meals in pre-packaged trays.

3. Provide written instructions for handling and re-heating of the meals.
4. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible older adults. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the home-delivered meal provider, in consultation with County.
5. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by County.

B. Nutrition Education Services for Participants

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in home-delivered meal programs.
 - a) Nutrition Education for home-delivered meal participants may consist solely of printed material.
2. Nutrition Education shall be based on the particular needs of home-delivered meal participants. An annual needs assessment shall be performed by the ENP provider to make this determination.
3. A yearly written nutrition education plan shall be submitted to County prior to implementation and no later than July 15 of the fiscal year in which it is being implemented.
4. Nutrition Education sessions must be reported monthly to County.

VI. CASE MANAGEMENT EXPECTATIONS & REQUIREMENTS

A. Definitions:

1. **Eligible Service Population for Title III-B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7].
2. **Priority Services for Title III-B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease

and related disorders with neurological and organic brain dysfunction; and legal assistance.

3. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda.
4. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
5. **Case Management** means assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.

B. Scope of Services

The Subrecipient shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
3. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
4. Ensure that staff make regular (monthly or quarterly) contact over-the-phone and/or in-person with clients to conduct whole person assessments (health/medical, social, psychological, home/environmental, nutritional well-being) based on areas of concern/need as identified in the care plan and to inquire about:
 - a) Changes in conditions and functional capabilities.
 - b) Follow-up on completion status of rendered supplemental services.
 - c) Contact made with medical professionals and the reason(s) for the contact.
 - d) Information regarding recent hospitalizations/SNF admittance, if applicable.

5. When services have been rendered, based on the cognition of the client, conduct follow-up phone calls with the clients and/or family caregiver within five (5) business days to ensure that services were received, and needs were met.
6. Ensure that staff document client case notes each time a contact is made with the client.
7. Ensure that staff are regularly linking clients with supplemental services and providing referrals to other program within the community that could also assist in meeting their needs.

VII. **IN-HOME SERVICES EXPECTATIONS & REQUIREMENTS**

A. **Definitions:**

1. **Eligible Service Population for Title III-B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
2. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
3. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda, and California Retail Food Code (CRFC).
4. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
5. **In-Home services** means Personal Care, Homemaker, and Chore services to provide assistance for frail older adults who otherwise could not remain in their homes

- a) Personal Care: Personal assistance, stand-by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).
- b) Homemaker: Assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.
- c) Chore: Assistance such as heavy housework, yard work or sidewalk and other home maintenance for an older adult.

B. Scope of Services

The Subrecipient shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
3. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

VIII. TRANSPORTATION EXPECTATIONS & REQUIREMENTS

A. Definitions:

1. **Eligible Service Population for Title III-B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7
2. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
3. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda, and California Retail Food Code (CRFC).
4. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case

management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

5. **Transportation** means transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

B. **Scope of Services**

The Subrecipient shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
3. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
4. Provide transportation to the eligible service population in areas where transportation is otherwise limited or unavailable. Transportation locations may include but not be limited to the following:
 - Congregate sites
 - Financial institutions
 - Groceries

IX. **ENP: ADDITIONAL ELIGIBLE SERVICES EXPECTATIONS & REQUIREMENTS**

A. **Scope of Services**

The Subrecipient is allowed to implement the following additional eligible services under the Elderly Nutrition Program based on available funding and approval from the Office on Aging:

1. **Optional Home-Delivered Weekend Meals** – Optional Home-Delivered Weekend Meals are frozen or fresh meals offered to Home-Delivered Meals participants upon assessment of their nutrition risk. All Optional Home-Delivered Weekend Meals must meet a minimum one-third of the Dietary Reference Intake, shall comply with dietary guidelines for Americans, and shall be accompanied with instructions for safe storage and reheating.

2. **Take Home Meals** – Take Home Meals are offered to congregate meal participants who are eligible to take home a second meal to be consumed at a later time. The congregate meal participant must have a high score on the Nutrition Risk Assessment in order to participate in the Take Home Meals program. All Take Home Meals must meet a minimum one-third of the Dietary Reference Intake, shall comply with dietary guidelines for Americans, and shall be accompanied with instructions for safe storage and reheating.
3. **Emergency Shelf-Stable Meals** – Emergency Shelf-Stable Meals are offered to participants of both Congregate and Home-Delivered Meals programs and must meet a minimum one-third of the Dietary Reference Intake, shall comply with dietary guidelines for Americans, and shall be accompanied with instructions for safe storage and reheating. Emergency shelf stable meals are not to be used in place of Emergency Earthquake Meals.

B. Requirements

The Subcontractor will be responsible for tracking the units of service under these additional eligible services and reporting it to the Office on Aging. Other additional eligible services under the Elderly Nutrition Program may be considered and approved by the Office on Aging.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: ~~\$1,991,4472,072,370~~ for 12-months (July 1, 2020 – June 30, 2021) as set forth in Attachment A-~~2~~ Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10th in one lump sum.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701

3. INVOICING INSTRUCTIONS:

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Subrecipient's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with Attachment A)
- I. Subrecipient's Federal I. D. number
- J. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the tenth (10th) day of each month, showing the prior month's actual expenditures. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding 12th month close-out invoice.

- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

5. FULL COMPENSATION

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

6. CLOSE-OUT DEADLINES

- A. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for June invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.

7. CONTRIBUTIONS

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect

the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.

- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

8. THIRD-PARTY REVENUE

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

9. INTEREST EARNED

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
 - i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

BUDGET SCHEDULECase Management, ENP: Congregate Meals, ENP: Home-Delivered Meals, In-Home Services,
and Transportation

Title III-B, Title III-C1 and Title III-C2

1. Subrecipient's Budget:

Case Management

Cost Categories	Budgeted Costs
Personnel	\$57,244,71,861
Travel and Training	\$268,128
Equipment	\$0
Consultant/Professional Services	\$8,750
Other Costs	\$6,840,3,414
Indirect Costs	\$0
Total Budgeted Costs	\$73,102,84,153

Matching Funds	Match Amount
Cash	\$6,780,8,840
In-Kind	\$1,824,1,064
Total Match	\$8,604,9,904

ENP: Congregate Meals

Cost Categories	Budgeted Costs
Personnel	\$396,588,414,704
Travel and Training	\$490
Equipment	\$0
Food	\$492,743
Consultant/Professional Services	\$35,100,45,331
Other Costs	\$86,340
Indirect Costs	\$0
Total Budgeted Costs	\$1,010,820,1,039,118

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$94,628,97,959
Total Match	\$94,628,97,959

ENP: Home-Delivered Meals

Cost Categories	Budgeted Costs
Personnel	\$392,000
Travel and Training	\$1,725,805
Equipment	\$0
Food	\$316,880
Consultant/Professional Services	\$34,100 <u>50,392</u>
Other Costs	\$16,615 <u>20,716</u>
Indirect Costs	\$0
Total Budgeted Costs	\$761,320 <u>780,793</u>

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$41,704 <u>43,996</u>
Total Match	\$41,704 <u>43,996</u>

In-Home Services

Cost Categories	Budgeted Costs
Personnel	\$42,272 <u>52,105</u>
Travel and Training	\$428 <u>123</u>
Equipment	\$0
Consultant/Professional Services	\$19,356 <u>19,405</u>
Other Costs	\$1,300
Indirect Costs	\$0
Total Budgeted Costs	\$63,356 <u>72,933</u>

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$7,457 <u>8,584</u>
Total Match	\$7,457 <u>8,584</u>

Transportation

Cost Categories	Budgeted Costs
Personnel	\$ 59,784 52,762
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$ 8,650 13,688
Other Costs	\$ 14,415 28,923
Indirect Costs	\$0
Total Budgeted Costs	\$82,84995,373

Matching Funds	Match Amount
Cash	\$ 9,751 11,225
In-Kind	\$0
Total Match	\$9,75111,225

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.

STAFFING PLAN
Age Well Senior Services, Inc.
July 1, 2020 – June 30, 2021

I. Case Management

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Accountants	0.10
Grant Writer/Contract Manager	0.10
Case Manager	0.50
Assistant Case Manager	1.00
Data Base Coordinator	0.10
TOTAL:	2.00

II. ENP: Congregate Meals

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Site Managers	6.00 7.50
Accountants	0.33
Grant Writer/Contract Manager	0.33
Data Base Coordinator	0.40
Volunteers	13.50
Assistant Site Managers	1.60 2.50
VP of Operations	0.40
TOTAL:	22.76 25.16

III. ENP: Home-Delivered Meals

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Site Managers	13.00 11.00
Accountants	0.33
Grant Writer/Contract Manager	0.33
Data Base Coordinator	0.40
Volunteers	11.50
Assistant Site Managers	2.40
VP of Operations	0.40
TOTAL:	28.56 26.56

IV. In-Home Services

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Accountants	0.10
Grant Writer/Contract Manager	0.10
Case Manager	0.50
Assistant Case Manager	1.00
Data Base Coordinator	0.10
TOTAL:	2.00 <u>1.50</u>

V. Transportation

Title	FTE*
Chief Executive Officer	0.05
Chief Operating Officer	0.10
Transportation Director	0.20
Transportation Department Assistant	0.20
Drivers	5 <u>1.00</u>
Accountants	0.05
TOTAL:	5.60 <u>1.40</u>

*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.