

**AMENDMENT NUMBER TWO  
TO  
CONTRACT NO. MA-012-24011288  
BETWEEN  
COUNTY OF ORANGE  
AND  
AGE WELL SENIOR SERVICES, INC.  
FOR  
SUPPORTIVE SERVICES**

This Amendment Number Two to Contract MA-012-24011288 is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Age Well Senior Services ("Subrecipient"), with the County and Subrecipient sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, Subrecipient and County are entered into Contract Number MA-012-24011288, hereinafter referred to as "Original Contract," for Supportive Services, commencing July 1, 2024, through June 30, 2025, in the amount not to exceed amount \$201,415; and

WHEREAS, on March 11, 2025, Parties executed Amendment Number One to increase Contract Amount by \$15,740 for a new not to exceed amount of \$217,155; replaced General Terms and Conditions-Paragraph BB. Contingency of Funds; replaced Attachment A-Scope of Services; replaced Attachment B-Payment Compensation; replaced Attachment C-Budget Schedule; replaced Attachment E-Performance Standards; replaced Attachment F-Federal Award Identification; Exhibit 5-Contract Reimbursement; and,

WHEREAS, Parties now desire to renew Contract for one additional year effective July 1, 2025 through June 30, 2026; increase Contract amount by \$217,155 with a new not to exceed amount of \$434,310; replace Attachment B-1, Payment Compensation; replace Attachment C-1, Budget Schedule; replace Attachment D-1, Staffing Plan; replace Attachment E-1, Performance Standards; replace Attachment F-1, Federal Award Identification; replace Exhibit 5 – OC Community Resources Contract Reimbursement Policy; and,

NOW, THEREFORE, both Parties agree as follows:

- A. Contract is hereby renewed for additional one-year period, effective July 1, 2025, through June 30, 2026, with a new cumulative Contract not to exceed amount of \$434,310.
- B. Attachment B-1, Payment Compensation, is hereby replaced with Attachment B-2.
- C. Attachment C-1, Budget Schedule, is hereby replaced with Attachment C-2.
- D. Attachment D-1, Staffing Plan, is hereby replaced with Attachment D-2.
- E. Attachment E-1, Performance Standards, is hereby replaced with Attachment E-2.
- F. Attachment F-1, Federal Award Identification, is hereby replaced with Attachment F-2.
- G. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

-Signature Page follows

**Signature Page**

*IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Two on the date first above written.*

**AGEWELL SENIOR SERVICES, INC.**

DocuSigned by:



Brent Lauer

President

4/22/2025

Signature

Name

Title

Date

Signed by:



R.J. Chicoine

Secretary

4/22/2025

Signature

Name

Title

Date

COUNTY OF ORANGE, a political subdivision of the State of California

**COUNTY AUTHORIZED SIGNATURE:**

By: \_\_\_\_\_

Print

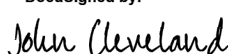
Name: Rita GoreTitle: Deputy Purchasing Agent

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

COUNTY COUNSEL

DocuSigned by:



By

Deputy

Date 4/22/2025

\* If the contracting party is a corporation, (2) two signatures are required:

- one (1) signature by the Chairman of the Board, the President or any Vice President; and
- one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

## **ATTACHMENT B-2 PAYMENT/COMPENSATION**

### **1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$217,155 for the duration of the Supportive Services program, beginning July 1, 2025, through June 30, 2026. The Subrecipient agrees to accept the specified compensation as set forth in Attachment A 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 exceeding 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. FIRM DISCOUNT AND PRICING STRUCTURE:**

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope, when applicable. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

### **3. PAYMENT TERMS:**

Invoices are to be submitted in arrears for the reimbursement of costs and shall be submitted by following the invoice submission instructions specified below, upon the completion of the services/activities. 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 the County 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 and/or are not eligible for reimbursement or an allowable cost.

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. If a state or federal agency, or other funding source for this Contract, deems an amount paid under this Contract ineligible or disallowed, demands the County repay amounts previously paid to Subrecipient, or does not fund amounts paid to Subrecipient, Subrecipient shall promptly repay the County for all such amounts. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10, 2026 in one lump sum.

#### **4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide a monthly invoice for services rendered. Each invoice will be numbered and will include the following information:

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

The Subrecipient shall use the Invoice Workbook template created and provided by the County in Excel format. Subrecipients are required to enter data in the following tabs within the workbook: Provider Information, Staffing Plan, Transactions, Salaries and Benefits, and Invoice. All transactions and expenditures made during the invoice month will auto populate into the Subrecipient's invoice tab. After the Subrecipient verifies the expenditures on the invoice tab, the Subrecipient must print, sign, and upload the monthly invoice utilizing the links provided within the workbook, invoice tab.

Subrecipient will be required to upload documents during two periods. (1) At the time the invoice is submitted (abbreviated) and (2) After the invoice has been processed (comprehensive). Further instructions regarding invoicing/reimbursement requirements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

Subrecipient's invoice(s) must be submitted virtually and uploaded to the links within the invoice tab of Subrecipient's Invoice Workbook provided by the County, for this Contract. Subrecipient shall upload all necessary documents with each invoice including, but not limited to, the required supporting documentation for expenditures reported in the respective month's invoice and monthly data or deliverable reports of services provided within the month invoiced.

Subrecipients will follow County instructions to upload comprehensive back-up documentation to designated files for monthly expenses after the monthly invoice has been approved and payment received. Comprehensive back-up documentation must be received for the prior month before payment is released for the subsequent month.

#### **5. SUPPLEMENTAL INVOICE SUBMISSIONS:**

Subrecipients will be allowed a one-month grace period to submit expenditures incurred in a prior month that were not reported due to impossibility or no fault of Subrecipient, in the following month's invoice for reimbursement. All supporting documentation for the expenditure(s) that were not submitted in the prior month should be included with the required support documentation in Subrecipient's submission for the subsequent month. Expenditures incurred, but not reported, within the month, or the subsequent month, due to impossibility or no fault of Subrecipient must be reported in one final supplemental invoice before the end of the term of the Contract with the final close-out invoice. Approval of any additional supplemental invoices within the Contract

term due to extenuating and justifiable circumstances, may be reviewed and approved by the County in its sole and absolute discretion.

Expenditures incurred in a prior month, but not reported until the subsequent month's invoice, must be for expenditures that were allowable at the time of purchase, or at the time the cost was incurred, under the Subrecipient's approved budget. Reporting expenditures in a subsequent month, cannot be utilized to circumvent the budget revision or budget modification process by spending funds that have not been fully approved by the County.

## **6. 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 fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th 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, each such program or Service Area shall be invoiced separately from all other programs, and separate substantiating reports shall be submitted for each program, unless otherwise approved by County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by OC Community Services Director.
- 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 the final month close-out invoice. Unsupported or disallowed cost identified in the 11<sup>th</sup> and 12<sup>th</sup> month invoices will not be paid.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.31 and 45 CFR 75. 2.
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, County, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission of invoices for the term of this contract will result in a technical assistance finding during program monitoring. A Corrective Action Plan (CAP) will be required to address this finding.
- G. The County Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or for any other activities not authorized by this Contract; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.

- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County, provided such payment is approved by the County as described in the following sentence. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County, or her designee, the County, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

## **7. BUDGET REVISIONS & BUDGET MODIFICATIONS**

- A. Budget Revisions are changes made to the detailed negotiated budget by the approved parties and submitted to the County. Detailed budgets contain all details to the budget and including but not limited to the major cost categories listed in Attachment C of this Contract. Budget Revisions are only applicable to Contract funding changes, e.g. budget increases or decreases. A Budget Revision will require an amendment to the Contract. The execution and approval of a Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Revision, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.
1. The County shall have the right but not the obligation to initiate a Budget Revision at the County's sole and absolute discretion.
- B. The term "Budget Modification(s)" shall mean changes made to the approved budgeted line-items that result from Subrecipient's submission of a request for funds to be transferred within and/or across cost categories in the budget. Budget modifications within cost categories will require an approved Budget Modification Request Form signed by the County. A Budget Modification across cost categories listed in Attachment C (Budget Schedule) of this Contract, will require an amendment to the Contract. The execution and approval of a Budget Modification or Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Modification, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.
1. Budget Modifications initiated by the Subrecipient are limited to no more than three (3) times per program, per Fiscal Year.
  2. Budget Modification requests will not be allowed after the third quarter of the Contract's fiscal year term. Modification requests must be submitted no later than March 31<sup>st</sup> of each fiscal year, however, third quarter ending may vary based on contract term.
  3. Additional Budget Modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.

## **8. 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.

## **9. CLOSE-OUT DEADLINES**

- A. The 11th month invoice is due on the 10th of June 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. 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.
- C. Request for budget and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

## **10. CONTRIBUTIONS**

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

## **11. 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.

## **12. 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.



## ATTACHMENT C-2 BUDGET SCHEDULE

Age Well Senior Services, Inc.  
Supportive Services

| Service Areas  |               |
|----------------|---------------|
| Service Area 5 | South Inland  |
| Service Area 6 | South Coastal |

### I. **Subrecipient's Budget – Service Area** (July 1, 2025 - June 30, 2026)

#### Community Services

|   |          |
|---|----------|
| Administrative Costs                    | \$7,900  |
|   |          |
| Program Costs                           |          |
| Personnel (Salaries and Benefits)       | \$66,785 |
| Services and Supplies                   | \$18,722 |
| Indirect Costs                          | \$0      |
|   |          |
| Total Match Funds (Cash and/or In-Kind) | \$10,994 |
| Total Budgeted Costs                    | \$93,407 |

#### Transportation

|   |           |
|---|-----------|
| Administrative Costs                    | \$22,145  |
|   |           |
| Program Costs                           |           |
| Personnel (Salaries and Benefits)       | \$88,705  |
| Services and Supplies                   | \$12,898  |
| Indirect Costs                          | \$0       |
|   |           |
| Total Match Funds (Cash and/or In-Kind) | \$14,564  |
| Total Budgeted Costs                    | \$123,748 |

*\*In-Kind Contribution means the value of non-cash contribution donated to support the project or program (e.g., property, service, volunteer hours, etc.).*

Funds made available under this Contract shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC) excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to the first \$25,000 of each Subrecipient's subcontractor. MTDC excludes in-kind

contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each Subrecipient's subcontractor in excess of \$25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs as determined and approved by the County. [45 CFR 75.2].

Subrecipients requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

Indirect costs must be classified within two broad categories: (1) "Facilities" and (2) "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvements, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].

- II.** Budgets contained in this Attachment C of the Contract are high-level budgets and may require approval by the Orange County Board of Supervisors and/or the County designee. Subrecipient will submit a negotiated Detailed Budget to the County to be reviewed and approved by the County, if the budget is appropriate, prior to submission of July invoice(s). Budget templates will be provided by the County and must be used by Subrecipient. In support of the monthly invoice, Subrecipient shall submit monthly invoices using the Invoice Workbook provided and will report actual costs. Invoices shall correlate with, and be submitted based on, the approved detailed budget(s).

Subrecipient may request to shift funds between programs, or between budgeted line items within a cost category, for the purpose of meeting specific program needs by utilizing a Budget Modification Request form provided by the County. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget Modification Request(s) from County prior to implementation or making expenditures under the proposed modified budget.

- III.** The above Cost Categories is an overview of the actual budget approved by the County. Subrecipient shall be responsible for and maintain the approved Invoice Workbook that is provided to Subrecipient from the County. The Invoice Workbook shall be maintained and completed in accordance with County policies and processes. Any deviation from the County approved budget, will cause a delay in acceptance of monthly invoice and/or lead to disallowed costs.

- IV.** The Invoice Workbook must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's Invoice Workbook shall include, at a minimum, the following items when reimbursable and applicable under this Contract:

- A. Personnel Costs – annual Full-Time Equivalent (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
1. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
    - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
    - ii. Be incorporated into the official records of the non-federal entity;
    - iii. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;

- iv. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
- v. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
- 2. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- B. Fringe Benefits – specified for each program.
- C. Staff Travel (In-State and Out-of-State travel) – mileage reimbursement, lodging, per diem and other travel costs, specified for each program.
- D. Staff Training – attendance and cost for necessary training, specified for each program.
- E. Rent – total cost per program (specify square footage and rate).
- F. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- G. Supplies – to include items below the \$5,000 equipment threshold, specified for each program.
- H. Contractual Costs – subcontractor and consultant cost details, specified for each program.
- I. Other Costs – Facilities and other ordinary and necessary costs specified for each program.
- J. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR
- K. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

## **V. One-Time Only (OTO) Funds**

- A. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
- B. Titles III federal Program OTO funds shall only be used for the following purposes:
  - i. The purchase of equipment that enhances the delivery of services to the eligible service population.
  - ii. Home and community-based projects that are approved in advance by OoA and CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
  - iii. Innovative pilot projects that are approved in advance by OoA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
  - iv. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance OoA and/or CDA approval.
  - v. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

## **VI. Matching Contributions**

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

- a) Cash and/or in-kind contributions may count as match if such contributions are used to meet program requirements.
- b) Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient and the subcontractor.
- c) Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
- d) Match requirement must be fulfilled by the end of the contract fiscal year.
- e) The required minimum program matching contributions for Title IIIB, not including Ombudsman, and IIIC is ten percent (10%).
- f) The required minimum program matching contributions for Title IIIE is twenty-five percent (25%).
- g) Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- h) Matching contributions generated in excess of the minimum required are considered overmatch.

## **VII. Program Income**

Program Income means revenue generated by the Subrecipient and/or its Subcontractor from contract-supported activities.

Program Income is:

- a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
- b. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
- c. Royalties received on patents and copyrights from contract-supported activities.
- d. Proceeds from the sale of items fabricated under a contract agreement.

Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

For Title IIIB, IIIC, IIID, IIIE, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Subrecipient.

Program Income may not be used to meet the matching requirements of this Contract.

Program Income must be used to expand baseline services.

## **VIII. Allocation Transfers**

- A. Subrecipient shall submit to OoA a request and justification demonstrating the need to transfer federal or State funds between Title IIIB, C1, and C2 programs in accordance with federal and State regulations and the applicable fiscal year program allocation.
- B. Transfer of federal baseline funds is allowable between Titles IIIB and IIIC in accordance with OAA § 308(b)(5)(A) and between Titles IIIC1, and IIIC2 in accordance with OAA § 308(b)(4)(A).
- C. Allocation transfers are due to OoA as determined by County/CDA.

**ATTACHMENT D-2  
STAFFING PLAN**  
Age Well Senior Services, Inc.  
July 1, 2025 – June 30, 2026

**I. Community Services**

| <b>Title</b>            | <b>FTE*</b> |
|-------------------------|-------------|
| Chief Executive Officer | 0.06        |
| Accountants             | 0.06        |
| Database Coordinator    | 0.06        |
| Site Director           | 1.00        |
| Nutrition Managers      | 0.58        |
| Case Manager            | 0.20        |
| <b>TOTAL:</b>           | <b>1.96</b> |

**II. Transportation**

| <b>Title</b>                        | <b>FTE*</b> |
|-------------------------------------|-------------|
| Transportation Director             | 0.20        |
| Transportation Manager              | 0.20        |
| Transportation Department Assistant | 0.40        |
| Driver                              | 7.00        |
| Chief Executive Officer             | 0.10        |
| Accountants                         | 0.10        |
| Database Coordinator                | 0.10        |
|                                     |             |
| <b>TOTAL:</b>                       | <b>8.10</b> |

\*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.

**ATTACHMENT E-2**  
**PERFORMANCE STANDARDS**  
**AREA PLAN SERVICE UNITS**

| <b>AGENCY NAME:</b> Age Well Senior Services, Inc. |                                       |   | <b>FISCAL YEAR:</b> 2025-2026   |                         |   |
|--|---------------------------------------|---|---|-------------------------|---|
| <b>PROGRAM NAME(S):</b> Community Services         |                                       |   | <b>SERVICE AREAS:</b> <ul style="list-style-type: none"> <li>• Service Area 5 – South Inland</li> <li>• Service Area 6 – South Coastal</li> </ul> |                         |   |
| <b>CONTRACT #:</b> MA-012-24011288                 |                                       |   | <b>DATE:</b> July 2025  |                         |   |
|  |                                       |   |   |                         |   |
| <b>PROGRAM SERVICE</b>                             | <b>NUMBER OF ANNUAL SERVICE UNITS</b> |   | <b>UNDUPLICATED PERSONS SERVED</b>  | <b>SERVICE CATEGORY</b> | <b>DESCRIPTION OF SERVICE UNITS</b>   |
| Community Services                                 | 4,750                                 | # of Hours for Senior Center Activities | 230   | Non-Registered          | <b>Senior Center Activities (1 Hour):</b><br>Services designed to enable Older Individuals to attain and/or maintain physical and mental well-being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowed. |
|  | 2,679                                 | # of Assistances for Cash/Material Aid  | 400   | Non-Registered          | <b>Cash/ Material Aid (1 Assistance):</b><br>Arrange for and provide assistance to participants in the form of commodities, surplus food distribution, vouchers, or direct payment to vendors that will help meet identified needs associated with the participant.   |

ATTACHMENT E-2  
PERFORMANCE STANDARDS  
AREA PLAN SERVICE UNITS

|   |                                |                    |                             |   |   |
|---|--------------------------------|--------------------|-----------------------------|---|---|
| AGENCY NAME: Age Well Senior Services, Inc. |                                |                    |                             | FISCAL YEAR: 2025-2026  |   |
| PROGRAM NAME(S): Transportation             |                                |                    |                             | SERVICE AREAS: <ul style="list-style-type: none"><li>• Service Area 5 – South Inland</li><li>• Service Area 6 – South Coastal</li></ul> |   |
| CONTRACT #: MA-012-24011288                 |                                |                    |                             | DATE: July 2025   |   |
|   |                                |                    |                             |   |   |
| PROGRAM SERVICE                             | NUMBER OF ANNUAL SERVICE UNITS |                    | UNDUPLICATED PERSONS SERVED | SERVICE CATEGORY  | DESCRIPTION OF SERVICE UNITS  |
| Transportation                              | 8,000                          | # of One-Way Trips | 75                          | Non-Registered  | Transportation (1 One Way Trip):<br>Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes. |



## ATTACHMENT F-2 FEDERAL AWARD IDENTIFICATION

### 1. Federal Award Identification

- A. **Subrecipient Name:** Age Well Senior Services, Inc.
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 792315459
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** MFFWXC2N2JA4
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2025-2026
- F. **Subaward Period of Performance:** July 1, 2025, to June 30, 2026
- G. **Total Amount of Federal Funds Obligated by the Action:** \$217,155

| CFDA          | FAIN | Award Date | Formula Funds | Amount           |
|---------------|------|------------|---------------|------------------|
| 93.044        | TBD  | 2025       | Title III-B   | \$108,577        |
| 93.044        | TBD  | 2026       | Title III-B   | \$108,578        |
| <b>TOTAL:</b> |      |            |               | <b>\$217,155</b> |

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$217,155
- I. **Total Amount of the Federal Award:** \$13,716,417
- J. **Federal Award Project Description:** Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- K. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living
- L. **Name of Pass-Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- M. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, [claudia.harris@occr.ocgov.com](mailto:claudia.harris@occr.ocgov.com)
- N. **CFDA Number and Name:** #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%



**Subject: OC Community Resources  
Contract Reimbursement Policy**

Effective: July 1, 2010  
Revised: July 1, 2024

**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor/Subrecipient is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor/Subrecipient is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor/Subrecipient must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's/Subrecipient's performance, the County may designate Contractor/Subrecipient to submit "abbreviated" or "comprehensive" documentation, as identified in the respective sections. Upon designation, Contractor/Subrecipient will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor/Subrecipient is required to submit Abbreviated Documentation Requirements, this does not preclude the County from requesting additional documentation. When Contractor/Subrecipient is required to submitting comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor/Subrecipient must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

For OC Housing & Community Development:

OC Community Resources Accounting  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For OC Community Services:

Via virtual folder designated and provided by OC Community Services. The virtual folder will include a customized Budget Expenditure Workbook for each contract.

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts

10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:** Inquiries related to OC Housing & Community Development may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com). Inquiries related to OC Community Services may be directed to the designated Program Manager or to OCCS Contract Monitoring & Program Compliance (CMPC) at: [OCCS.CMPC@occr.ocgov.com](mailto:OCCS.CMPC@occr.ocgov.com).



**Reimbursement Policy Status Form**

Per OC Community Resources Contract Reimbursement Policy, in regard to the Contract # listed herein, Contractor/Subrecipient is designated with the documentation status of **Abbreviated** unless Comprehensive is checked below. If the contractor's/subrecipient's designation should change, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

**Contractor: AgeWell Senior Services**

**Effective Date: Upon Signature**

**Contract #: MA 012-22011288**

**Documentation Status: ☒ Comprehensive**

\*\*\*\*\*

**Program Authorization by:**

**Auditor Controller Authorization by:**

Rita Gore  
Print Name

\_\_\_\_\_  
Print Name

**Signed by: \_\_\_\_\_**

**Signed by: \_\_\_\_\_**

**Date:**

**Date:**

*Two signatures are required to implement the form.*

**Distribution:**

- Contractor
- Auditor Controller
- Contract File
- Program File