

**AMENDMENT NUMBER TWO TO
MA-012-24011120
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY SENIORSERV INC., DBA MEALS ON WHEELS ORANGE COUNTY
FOR
TITLE III-C ELDERLY NUTRITION PROGRAM SERVICES**

This AMENDMENT to Contract MA-012-24011120 (hereinafter referred to as "Amendment Number Two") 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 Community SeniorServ Inc., dba Meals on Wheels Orange County, ("Subrecipient"), with County and Subrecipient sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County and Subrecipient entered into Contract MA-012-24011120 for Title III-C Elderly Nutrition Program Services, effective Monday, July 1, 2024 through Monday, June 30, 2025, in the not to exceed amount of \$8,206,188, ("Contract"); and,

WHEREAS, on February 27, 2025, Parties executed Amendment Number One to increase Contract amount by \$835,884 for a new Contract amount of \$9,042,072; replaced Attachment A-Scope of Service; replaced Attachment B-Payment Compensation; replaced Attachment C-Budget Schedule; replaced Attachment D-Staffing Plan; replaced Attachment E-Performance Standards; replaced Attachment F-Federal Award Identification; and,

WHEREAS, Parties now desire to renew Contract for an one additional year effective July 1, 2025 through June 30, 2026; increase contract amount by \$9,131,884 with a new cumulative not to exceed amount of \$18,173,956; replace Attachment B-1, Payment Compensation; replace C-1, Budget Schedule; replace Attachment D-1, Staffing Plan; Attachment E-1, Performance Standards; and,

NOW THEREFORE, the Parties agree as follows:

Renewal Amendment

- A. Contract is hereby renewed for an additional one-year period, effective July 1, 2025, through June 30, 2026, with a new cumulative Contract not to exceed amount of \$18,173,956.
- B. Attachment B-1, Payment/Compensation, is hereby replaced with Attachment B-2.
- C. Attachment C-1, Budget Schedule(s), 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. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

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

COMMUNITY SENIORSERV INC., DBA MEALS ON WHEELS ORANGE COUNTY

<small>DocuSigned by:</small>			
	Holly Hagler	President & CEO	3/31/2025
<small>0622274ADBA2419...</small>			
Signature	Name	Title	Date

Signature	Name	Title	Date
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COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

By: _____

Print


Name: Rita Gore

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:

COUNTY COUNSEL

<small>DocuSigned by:</small>	
By	
	<small>C1711D9900EE41B...</small>
	Deputy
Date	<u>4/1/2025</u>

* 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.

County of Orange
OC Community Resources

MA-012-24011120 – Amendment Number Two
Community SeniorServ dba Meals on Wheels Orange County
Title III-C Elderly Nutrition Program Services

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**ATTACHMENT B-2
PAYMENT/COMPENSATION**

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$9,131,884 for the duration of the Elderly Nutrition and Older Californians Act Modernization programs, beginning July 1, 2025 through June 30, 2026 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 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 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 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 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.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701
Or upload to your assigned Box.com folder

3. 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. The Subrecipient may also use a digital signature using DocuSign prior to submitting the final invoice.

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). The subrecipient, at their discretion, may upload both abbreviated and comprehensive documentation upon initial invoice submission. 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 subsequent month.

4. 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.

5. 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 County, 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 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 County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by OCCS Director or OCCS Deputy 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 11th month invoice and the 12th month close-out invoice. Unsupported or disallowed cost identified in the 11th and 12th 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 for the July thru April invoices will result in a finding during program monitoring. A Corrective Action Plan (CAP) will be required to address this finding.
- G. The County, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County, 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.

6. BUDGET REVISIONS

- A. **Budget revisions** are changes made in the detailed negotiated budget by the approved parties and submitted to County. Detailed budgets contain all details to be 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 31st 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.

7. 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.

8. 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 and any supplemental invoice(s) 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. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.
- D. 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.
- E. The close-out payment will be held until all supporting documentation has been submitted to the County for the prior (12) months invoicing.

9. 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.

10. 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.

11. 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 file's 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

Meals on Wheels Orange County

ENP: Congregate Meals, ENP: Home-Delivered Meals
Title III-C1 and Title III-C2

Service Areas	
Service Area 1	North
Service Area 2	West
Service Area 3	Central
Service Area 4	Beach Cities

Subrecipient's Budget (July 1, 2025 – June 30, 2026):

ENP: Congregate Meals

Administrative Costs	\$225,130
Program Costs	
Personnel (Salaries and Benefits)	\$1,607,026
Services and Supplies	\$1,518,908
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$372,611
Total Budgeted Costs	\$3,351,064

ENP: Home-Delivered Meals

Administrative Costs	\$305,059
Program Costs	
Personnel (Salaries and Benefits)	\$1,775,588
Services and Supplies	\$3,345,993
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$309,811
Total Budgeted Costs	\$5,426,640

ENP: To-Go Meals (C1 & C2)

Administrative Costs	\$6,701
Program Costs	
Personnel (Salaries and Benefits)	\$35,972
Services and Supplies	\$134,417
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	N/A
Total Budgeted Costs	\$177,090

ENP: Restaurant Option (C1 & C2)

Administrative Costs	\$6,701
Program Costs	
Personnel (Salaries and Benefits)	\$35,972
Services and Supplies	\$134,417
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	N/A
Total Budgeted Costs	\$177,090

**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.

- I. 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 exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

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 Attachment C-2 of this Agreement are high-level budgets and may require approval by the Orange County Board 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(s) 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 must 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 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 specified for each program, :
- B. Fringe Benefits – specified for each program.
- C. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each program.
- D. Staff Training – attendance cost for necessary training, specified for each program.
- E. Rent – total cost per program .
- 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. Consultant/Professional Services – subcontractor and consultants cost details, specified for each program.
- I. Food – used in delivering Congregate and Home-Delivered Meals.
- J. Other Costs – Facilities and other ordinary and necessary costs specified for each program.

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:
 - 1. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - 2. Home and community-based projects that are approved in advance by County, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - 3. Innovative pilot projects that are approved in advance by the County, 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).
 - 4. 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.
 - 5. 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 IIIC is ten percent (10%).
- F. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- G. Matching contributions generated in excess of the minimum required are considered overmatch.

VII. Indirect Costs

- A. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III and Title VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

VIII. Program Income

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

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

- A. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- B. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- C. For Title IIIC programs, Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Subrecipient.
- D. Program Income may not be used to meet the matching requirements and must be used to expand baseline services..

IX. Allocation Transfers

- A. Subrecipient shall submit a request to County to transfer federal or State funds between Title IIIB, C1, and C2 programs in accordance with federal and State regulations.

- 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. Transfer of State funds is allowable between Title IIIC1 General Fund and Title III C2 General Fund.
- D. Allocation transfer requests must be submitted through the Budget Modification process, referenced here to in Attachment B.

ATTACHMENT D-2
STAFFING PLAN
Meals on Wheels Orange County
July 1, 2025 – June 30, 2026

Service Areas	
Service Area 1	North
Service Area 2	West
Service Area 3	Central
Service Area 4	Beach Cities

I. ENP: Congregate Meals

Title	FTE*
Chief Executive Officer	0.32
Chief Financial Officer	0.31
VP of Kitchen Operations	0.19
VP of Advancement	0.35
Marketing, Database Manager & Development Associate	1.21
Executive Director of Social Services	0.40
Data Coordinator	2.93
Social Services Manager	0.51
Congregate Manager	0.99
Controller	0.37
Admin/Accounting	1.91
Sr. Director of Human Resources	0.25
Program Staff	12.84
Volunteer Director/Coordinator	1.18
Kitchen Management	0.31
Purchase Specialist	0.24
Kitchen Staff	1.14
Director of Facilities & Safety/Facility Coordinator	0.96
Drivers	0.71
Volunteers	16.32
TOTAL:	43.44

II. ENP: Home-Delivered Meals

Title	FTE*
Chief Executive Officer	0.39
Chief Financial Officer	0.40
VP of Kitchen Operations	0.29
VP of Advancement	0.39
Marketing, Database Manager & Development Associate	1.73
Executive Director of Social Services	0.40
Data Coordinator	2.85
Social Services Manager	0.54
Controller	0.39
Admin/Accounting	2.82
Sr. Director of Human Resources	0.37
Program Staff	3.74

Home Delivered Meals Coordinators	0.62
Volunteer Director/Coordinator	1.68
Kitchen Management	0.52
Purchase Specialist	0.40
Kitchen Staff	2.39
Director of Facilities & Safety/Facility Coordinator	1.43
Meal Packer	0.71
Drivers	1.11
Volunteers	12.93
TOTAL:	36.10

III. ENP: To-Go Meals (C1 & C2)

Title	FTE*
Chief Executive Officer	0.01
Chief Financial Officer	0.01
Chief Development Officer	0.01
Director of Development & Director of Marketing	0.02
VP of Social Services	0.04
Admin Coordinator	0.08
Manager of Admin, Social Services	0.08
Controller	0.01
Admin/Accounting	0.08
Senior Director of HR	0.01
TOTAL:	0.35

IV. ENP: Restaurant Option (C1 & C2)

Title	FTE*
Chief Executive Officer	0.01
Chief Financial Officer	0.01
Chief Development Officer	0.01
Director of Development & Director of Marketing	0.02
VP of Social Services	0.04
Admin Coordinator	0.07
Manager of Admin, Social Services	0.08
Controller	0.01
Admin/Accounting	0.08
Senior Director of HR	0.01
TOTAL:	0.35

*1.00 FTE = Full-Time Equivalent (40 hours/week)

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
SERVICE UNITS

AGENCY NAME: Meals on Wheels Orange County					FISCAL YEAR: 2025-2026
PROGRAM NAME(S): Elderly Nutrition Program (Service Area 1 – North)					
CONTRACT #: MA-012-24011120					DATE: July 2025
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	55,468	# of Congregate Meals	1,620	Registered	Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	131,535	# of Home-Delivered Meals	250		Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in their place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws, assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	2,506	# of C-1 and C2 To-Go Meals	32		C-1 and C2 To-Go Meals (1 Meal): A meal that is picked up by a clients who is not comfortable dining in a congregate meal setting that is consumed onsite and includes in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
	2,506	# of C-1 and C 2 Restaurant Option Meals	32		C-1 and C2 Restaurant Option Meals (1 Meal): A meal that is provided with a voucher at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals and is consumed onsite.

ATTACHMENT E-2
PERFORMANCE STANDARDS
SERVICE UNITS

AGENCY NAME: Meals on Wheels Orange County					FISCAL YEAR: 2025-2026
PROGRAM NAME(S): Elderly Nutrition Program (Service Area 2 – West)					
CONTRACT #: MA-012-24011120					DATE: July 2025
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	71,999	# of Congregate Meals	1,845	Registered	Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	128,708	# of Home-Delivered Meals	212		Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in their place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws, assures a minimum one-third of the Dietary Reference Intake, and shall comply with Dietary Guidelines for Americans.
	2,294	# of C-1 and C2 To-Go Meals	29		C-1 and C2 To-Go Meals (1 Meal): A meal that is picked up by a clients who is not comfortable dining in a congregate meal setting that is consumed onsite and includes in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
	2,294	# of C-1 Restaurant Option Meals	29		C-1 Restaurant Option Meals (1 Meal): A meal that is provided with a voucher at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals and is consumed onsite.

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

AGENCY NAME: Meals on Wheels Orange County					FISCAL YEAR: 2025-2026
PROGRAM NAME(S): Elderly Nutrition Program (Service Area 3 – Central)					
CONTRACT #: MA-012-24011120					DATE: July 2025
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	56,229	# of Congregate Meals	1,851	Registered	Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	110,923	# of Home-Delivered Meals	192		Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in his or her place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	1,859	# of C-1 and C-2 To-Go Meals	23		C-1 and C2 To-Go Meals (1 Meal): A meal that is picked up by a clients who is not comfortable dining in a congregate meal setting that is consumed onsite and includes in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
	1,859	# of C-1 and C-2 Restaurant Option Meals	23		C-1 and C2 Restaurant Option Meals (1 Meal): A meal that is provided with a voucher at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals and is consumed onsite.

ATTACHMENT E-2
PERFORMANCE STANDARDS
SERVICE UNITS

AGENCY NAME: Meals on Wheels Orange County					FISCAL YEAR: 2025-2026
PROGRAM NAME(S): Elderly Nutrition Program (Service Area 4 – Beach Cities)					
CONTRACT #: MA-012-24011120					DATE: July 2025
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	39,063	# of Congregate Meals	1,655	Registered	Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	146,884	# of Home-Delivered Meals	311		Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in his or her place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	1,692	# of C-1 and C-2 To-Go Meals	21		C-1 and C-2 To-Go Meals (1 Meal): A meal that is picked up by a clients who is not comfortable dining in a congregate meal setting that is consumed onsite and includes in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
	1,692	# of C-1 and C2 Restaurant Option Meals	21		C-1 and C-2 Restaurant Option Meals (1 Meal): A meal that is provided with a voucher at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals and is consumed onsite.

ATTACHMENT E-2
PERFORMANCE STANDARDS
SERVICE UNITS

AGENCY NAME: Meals on Wheels Orange County					FISCAL YEAR: 2025-2026
PROGRAM NAME(S): Elderly Nutrition Program (Service Areas 1, 2, 3, & 4)					
CONTRACT #: MA-012-24011120					DATE: July 2025
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
	4	# of Nutrition Education Sessions (Congregate)	2,250	Non-Registered	Nutrition Education (1 Session): An intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the DGA; accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA . Nutrition Education is required quarterly per congregate site and per home-bound participant.
	4	# of Nutrition Education Sessions (Home Delivered)	325		