



**FOURTEENTH 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 / TBD
SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART B, GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS,
CFDA #93.045 / TBD
SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART C, NUTRITION SERVICES AND
CFDA #93.053 / TBD
NUTRITION SERVICES INCENTIVE PROGRAM:**

ELDERLY NUTRITION PROGRAM SERVICES

This Amendment to Contract No. 20-27-0041, hereinafter referred to as “Fourteenth 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 original Contract 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, on April 13, 2021, the County approved the Second Amendment to and increased the Contract by the monetary amount of \$80,923, for a new maximum obligation of \$2,072,370 and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and replaced Attachment C-1, Budget Schedule(s), with

Attachment C-2; and replaced Attachment D, Staffing Plan with Attachment D-1; and replaced Attachment F-1, Federal Award Identification with Attachment F-2; and

WHEREAS, on May 25, 2021, the County executed the Third Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$2,116,018 under FY 2021-22 for a total cumulative Contract amount of \$4,188,388; and replaced Attachment B-2, Compensation/Payment, with Attachment B-3; and replaced Attachment C-2, Budget, with Attachment C-3; and replaced Attachment D-1, Staffing Plan, with Attachment D-2; and replaced Attachment E-1, Performance Standards with Attachment E-2; and replaced Attachment F-2, Federal Award Identification, with Attachment F-3; and

WHEREAS, on May 1, 2021, the County executed the Fourth Amendment to the original Contract for the period of July 1, 2020, through June 30, 2021; and made a minor modification to the Paragraph 42 of the contract; and replaced Attachment A-2, Scope of Services, with Attachment A-3; and replaced Attachment C-3, Budget Schedule, with Attachment C-4; and

WHEREAS, on June 24, 2021, the County executed the Fifth Amendment to amend the original Contract for the period of July 1, 2020, through June 30, 2021; and replaced Attachment C-4, Budget Schedule, with Attachment C-5; and replaced Attachment D-2, Staffing Plan, with Attachment D-3; and

WHEREAS, on July 7, 2021, the County executed the Sixth Amendment to the original Contract for the period of July 1, 2021, through June 30, 2022; and made a minor modification to Paragraph 42 of the Contract; and decreased the Contract by the monetary amount of \$86,889 under FY 2021-22 for a new maximum obligation amount of \$2,029,129; and replaced Attachment A-3, Scope of Services, with Attachment A-4; and replaced Attachment B-3, Compensation/Payment, with Attachment B-4; and replaced Attachment C-5, Budget, with Attachment C-6; and replaced Attachment D-3, Staffing Plan with Attachment D-4; and replaced Attachment E-2, Performance Standards, with Attachment E-3; and replaced Attachment F-3, Federal Award Identification, with Attachment F-4; and

WHEREAS, on September 28, 2021, the County executed the Seventh Amendment to the original Contract for the period of July 1, 2021, through June 30, 2022; and increased the Contract by the monetary amount of \$212,362 under FY 2021-22 for a new maximum obligation amount of \$2,241,491; and replaced Attachment B-4, Compensation/Payment, with Attachment B-5; and replaced Attachment C-6, Budget, with Attachment C-7; and replaced Attachment E-3, Performance Standards, with Attachment E-4; and replaced Attachment F-5, Federal Award Identification, with Attachment F-6; and

WHEREAS, on March 15, 2022, the County executed the Eighth Amendment to the original Contract for the period of July 1, 2021 through June 30, 2022; and increased the Contract by the monetary amount of \$67,601 under FY 2021-22 for a new maximum obligation amount of \$2,309,092; and replaced Attachment A-4, Scope of Services, with Attachment A-5; and replaced Attachment B-5, Payment/Compensation, with Attachment B-6; and replaced Attachment C-7, Budget, with Attachment C-8; and replaced Attachment D-4, Staffing Plan with Attachment D-5; and replaced Attachment E-4, Performance Standards, with Attachment E-5; and replaced Attachment F-6, Federal Award Identification, with Attachment F-7; and

WHEREAS, on May 24, 2022, the County executed the Ninth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through June 30, 2023; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$2,955,724 under FY 2022-23 for a cumulative Contract total amount of \$7,337,186; and made other minor modifications to the Contract; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-6, Payment/Compensation, with Attachment B-7; and replaced Attachment C-8, Budget, with Attachment C-9; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and replaced Attachment E-5, Performance Standards, with Attachment E-6; and replaced Attachment F-7, Federal Award Identification, with Attachment F-8; and

WHEREAS, on July 8, 2022, the County executed the Tenth Amendment to the original Contract effective July 1, 2022, and increased the Contract by the monetary amount of \$354,212 for a new maximum obligation amount of \$3,309,936; and replaced Attachment B-7, Payment/Compensation, with Attachment B-8; and replaced Attachment C-9, Budget Schedule, with Attachment C-10; and replaced Attachment D-6, Staffing Plan, with Attachment D-7; and replaced Attachment E-6, Performance Standards, with Attachment E-7; and replaced Attachment F-8, Federal Award Identification, with Attachment F-9; and

WHEREAS, an eleventh amendment to the original Contract was never executed and the number 11 is intentionally omitted from the list of amendments to the original Contract; and

WHEREAS, on March 22, 2023, the Parties executed the Twelfth Amendment to the original Contract to Elderly Nutrition Program Services; replaced Attachment A-6, Scope of Services, with Attachment A-7; added Exhibit 7 – California Civil Rights Certification; and

WHEREAS, Parties executed Thirteenth Amendment to increase Contract amount by \$126,032 under Fiscal Year 2022-23 for a new maximum obligation amount of \$3,435,968; replaced Attachment B-8, Payment Compensation, with Attachment B-9; replaced Attachment C-10, Budget Schedule, with Attachment C-11; replaced Attachment D-7, Staffing Plan, with Attachment D-8; replaced F-9, Federal Award Identification, with F-10; and,

WHEREAS, County now desires to renew original Contract for an additional one-year period, effective July 1, 2023 through June 30, 2024; and increase Contract amount \$3,435,968 for Fiscal Year 2023-24 with a new cumulative Contract not to exceed amount of \$11,253,398; replace Attachment B-9, Payment Compensation; replace C-11 Budget Schedule; replace D-8 Staffing Plan; replace E-7 Performance Standards; replace F-10 Federal Award Identification; and

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

1. Attachment B-9, Payment/Compensation, shall be replaced with Attachment B-10.
2. Attachment C-11, Budget Schedule(s), shall be replaced with Attachment C-12.
3. Attachment D-8, Staffing Plan, shall be replaced with Attachment D-9.

4. Attachment E-7, Performance Standards, shall be replaced with Attachment E-8.
5. Attachment F-10, Federal Award Identification, shall be replaced with Attachment F-11.

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 Fourteenth 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: _____

Dated: _____

Deputized Purchasing Agent
OC Community Resources

APPROVED AS TO FORM OFFICE OF THE COUNTY COUNSEL

By: _____
DEPUTY COUNTY COUNSEL

Dated: _____

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$3,435,968 for 12-months (July 1, ~~2022-2023~~ – June 30, ~~2023~~2024) as set forth in Attachment A-7 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 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 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 the 11th month invoice and the 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. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.
- G. 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. BUDGET REVISIONS & BUDGET MODIFICATIONS

- A. **Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C (3) of this Contract.
 - Budget revisions initiated by Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.
- B. **Budget modifications** are changes made to revenues reflected in the detailed budget outside of OoA/CDA funds and match. These revenues include but are not limited to Non-Match Cash, Non-Match In-Kind, and Program Income.
 - Budget modifications initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
- C. All additional budget revision and budget modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- D. Budget revisions and budget modification requests initiated by Subrecipient must be submitted no later than April 30th of each fiscal year.

6. 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.

7. 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 modifications 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.

8. 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.

9. 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.

10. 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-~~11~~12**BUDGET SCHEDULE**

Case 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 (July 1, ~~2022-2023~~ – June 30, ~~2023-2024~~):

Case Management

Administrative Costs	\$17,688
Program Costs	
Personnel (Salaries and Benefits)	\$98,597
Services and Supplies	\$0
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$13,6868
Total Budgeted Costs	\$116,285

ENP: Congregate Meals

Administrative Costs	\$117,111
Program Costs	
Personnel (Salaries and Benefits)	\$520,127
Services and Supplies	\$433,877
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$95,799
Total Budgeted Costs	\$1,071,115

ENP: Home-Delivered Meals

Administrative Costs	\$117,111
Program Costs	
Personnel (Salaries and Benefits)	\$556,527
Services and Supplies	\$1,342,362
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$94,585
Total Budgeted Costs	\$2,016,000

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Attachment C-~~11~~12

In-Home Services

Administrative Costs	\$18,313
Program Costs	
Personnel (Salaries and Benefits)	\$77,508
Services and Supplies	\$4,959
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$11,861
Total Budgeted Costs	\$100,780

Transportation

Administrative Costs	\$7,000
Program Costs	
Personnel (Salaries and Benefits)	\$117,540
Services and Supplies	\$7,248
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$15,511
Total Budgeted Costs	\$131,788

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

Budgets contained in Attachment C-~~12~~ of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of July ~~2022-2023~~ invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Revision Request form provided by Contract Administrator. 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/Staffing Revision Request(s) from Contract Administrator prior to implementation by Subrecipient.

- 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

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Attachment C-~~11~~12

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.

3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet 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) Property/Equipment - detailed descriptions and unit costs, specified for each program.
- f) Supplies - to include items below the \$5,000 equipment threshold, specified for each program.
- g) Consultant/Professional Services – specified for each program.
- h) Food – used in delivering Congregate and Home-Delivered Meals.
- i) Other - Facilities and other ordinary and necessary costs specified for each program.
- j) Indirect Costs.

4. 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 and VII 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.

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5. 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.

6. Indirect Costs

- a) 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.
- b) Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
- c) Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III and VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

7. 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 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.
 - d) Program Income may not be used to meet the matching requirements of this Contract.
 - e) Program Income must be used to expand baseline services.

8. Allocation Transfers

- a) Subrecipient shall submit a request to OoA 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 transfers are due to OoA as determined by County/State.

Attachment D-89

STAFFING PLAN

Age Well Senior Services, Inc.
 July 1, ~~2022-2023~~ – June 30, ~~2023~~2024

I. Case Management

Title	FTE*
Case Manager	1.00
Assistant Case Manager	0.65
Chief Executive Officer	0.05
Accountants	0.05
Data Base Coordinator	0.05
TOTAL:	1.80

II. ENP: Congregate Meals

Title	FTE*
Chief Executive Officer	0.10
Site Managers	5.00
Accountants	1.00
Grant Writer/Contract Manager	0.30
Data Base Coordinator	0.30
Volunteers	8.50
Assistant Site Managers	4.00
VP of Operations	0.40
TOTAL:	19.60

III. ENP: Home-Delivered Meals

Title	FTE*
Chief Executive Officer	0.10
Site Managers	5.00
Accountants	1.00
Grant Writer/Contract Manager	0.30
Data Base Coordinator	0.30
Volunteers	11.50
Assistant Site Managers	5.00
VP of Operations	0.40
TOTAL:	23.60

IV. In-Home Services

Title	FTE*
Case Manager	1.00
Assistant Case Manager	1.00
Chief Executive Officer	0.05
Accountants	0.10
Data Base Coordinator	0.10
TOTAL:	2.25

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Attachment D-89

V. Transportation

Title	FTE*
Transportation Director	0.10
Transportation Department Assistant	0.20
Drivers	4.25
TOTAL:	4.55

*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.

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**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT F-79
~~Attachment F~~

AGENCY NAME: AGE WELL SENIOR SERVICES, INC.					FISCAL YEAR: 2022 2023- 2023 2024
PROGRAM NAME(S): ENP/Case Mgt/In-Home Svcs/Nutrition Transportation					
CONTRACT #: 20-27-0041					DATE: July 1, 2022 2023
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	85,000	# of Congregate Meals	950	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.
	525,000	# of Home-Delivered Meals	2,500		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.
	950	# of Nutrition Education Sessions (Congregate)	950	Non-Registered	Nutrition Education (1 Session per Participant): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audiovisual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants. Nutrition Education is required quarterly per congregate site and per home-bound participant.
	3,635	# of Nutrition Education Sessions (Home Delivered)	1,405		
Case Management	3,750	# of Case Management Hours	315	Registered	Case Management (1 Hour): Assistance 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, providing follow-up and reassessment as required, and authorizing, purchasing and monitoring services provided to participants.

**PERFORMANCE STANDARDS
SERVICE UNITS**

ATTACHMENT F-79
~~Attachment 12~~

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
In-Home Services	1,500	# of Personal Care Hours	30	Registered	Personal Care (1 Hour): Personal assistance, stand-by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).
	1,000	# of Homemaker Hours	20		Homemaker (1 Hour): Assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.
	1,000	# of Chore Hours	110		Chore (1 Hour): Assistance such as heavy housework, yard work or sidewalk and other home maintenance for an older adult.
Transportation	13,000	# of One-Way Trips	210	Non-Registered	Transportation (1 One Way Trip): Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

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):** ~~2201CAOASS-01, 2201CAOACM-01, 2201CAOAHB-01, and 2201CAOANS-01~~ TBD
- E. **Federal Award Date:** ~~2022~~2023-~~2023~~2024
- F. **Subaward Period of Performance:** July 1, ~~2022~~2023 to June 30, ~~2023~~2024
- G. **Total Amount of Federal Funds Obligated by the Action:** \$ 2,246,556

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	TBD2201CAOASS-01	2022 <u>2023</u>	Title III-B	\$174,426.50
93.044	TBD2201CAOASS-01	2023 <u>2024</u>	Title III-B	\$174,426.50
93.045	TBD2201CAOACM-01	2023 <u>2022</u>	Title III-C1	\$406,987.50
93.045	TBD2201CAOACM-01	2024 <u>2023</u>	Title III-C1	\$406,987.50
93.045	TBD2201CAOAHB-01	2023 <u>2022</u>	Title III-C2	\$401,827
93.045	TBD2201CAOAHB-01	2024 <u>2023</u>	Title III-C2	\$401,827
93.053	TBD2201CAOANS-01	2023 <u>2022</u>	Title III-C NSIP	\$140,037
93.053	TBD2201CAOANS-01	2024 <u>2023</u>	Title III-C NSIP	\$140,037
			TOTAL:	\$2,246,556

H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$2,246,556

I. **Total Amount of the Federal Award:** \$ 2,246,556

J. Federal Award Project Description:

- For III-B Programs – Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers

- For III-C Programs – Special Programs for the Aging, Title III, Part C, Nutrition Services
 - For NSIP – Nutrition Services Incentive Program
- 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
- N. **CFDA Number and Name:** #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; #93.045 Special Programs for the Aging, Title III, Part C, Nutrition Services; and #93.053 Nutrition Services Incentive Program
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%