



AMENDMENT No. 7
CONTRACT No. MA-012-22011462
BETWEEN THE COUNTY OF ORANGE
AND
DAYLE MCINTOSH CENTER FOR THE DISABLED
FOR THE PROVISION OF

AGING AND DISABILITY RESOURCE CONNECTION PROGRAM SERVICES

This Amendment to Contract No. MA-012-22011462, hereinafter referred to as “Amendment No. 7” 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 Dayle McIntosh Center for the Disabled, D-U-N-S No. 055028468, a California non-profit corporation, with a place of business at 501 N. Brookhurst St., Suite 102, Anaheim, CA 92801-5202, hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, County and Contractor entered into Contract No. MA-012-22011462, hereinafter referred to as “original Contract,” for the provision of Aging and Disability Resource Connection Program Services, commencing July 1, 2022 through June 30, 2023 in the amount not to exceed \$1,238,858; and

WHEREAS, on August 1, 2022, the County executed Amendment No. 1 to the original Contract effective July 1, 2022, and reduced the Contract by the monetary amount of \$523,120 under FY 2022-23 for a new maximum obligation amount of \$715,738; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget, with Attachment C-1; and replaced Attachment D, Staffing Plan, with Attachment D-1; and

WHEREAS, Parties executed Amendment No. 2 to the original Contract; made a minor modification to Paragraph 55 of the original Contract; replaced Attachment A, Scope of Services, with Attachment A-1; replaced Attachment B-1, Payment/Compensation, with Attachment B-2; replaced Attachment C-1, Budget Schedule, with Attachment C-2; and

WHEREAS, Parties executed Amendment No. 3 to increase Contract amount by \$675,605 for FY 22-23 for a maximum obligation amount of \$1,391,343; replaced Attachment B-2 Payment Compensation, with Attachment B-3; replaced Attachment C-2 Budget Schedule, with Attachment C-3; replaced Attachment D-1 Staffing Plan, with Attachment D-2; and

WHEREAS, on June 6, 2023, Parties executed Amendment No. 4 to renew original Contract for an additional one-year, effective July 1, 2023 through June 30, 2024; increased Contract monetary amount by \$647,571, effective July 1, 2023, through June 30, 2024 for a new cumulative Contract not to exceed amount of \$2,038,914; replaced Attachment B-3, Payment Compensation; replaced Attachment C-3, Budget Schedule; replaced Attachment D-2, Staffing Plan; replaced Attachment E – Performance Standards; and,

WHEREAS, on October 4, 2023, Parties executed Amendment No. 5 to update some Definitions; make modifications to Paragraph 46 and Paragraph 49; increase Contract amount by \$199,342 for FY 23-24 for a new annual Contract amount of \$846,913; with a new cumulative Contract not to exceed amount of \$2,038,914; replace attachment A-1, Scope of Services; replace B-4, Payment Compensation; C-4, Budget Schedule; D-3, Staffing Plan; and,

WHEREAS, on May 6, 2024, Parties executed Amendment No. 6 to reduce Contract amount by \$70,000 under FY 2023-24 for a new Contract amount of \$776,913; with a new cumulative Contract not to exceed amount of \$1,968,914; replaced attachment A-2, Scope of Services; replaced B-5, Payment Compensation; replaced C-5, Budget Schedule; replaced D-4, Staffing Plan; and,

WHEREAS, County now desires to renew Contract for an additional one-year effective, July 1, 2024, through June 30, 2025; increase Contract amount by \$596,495, effective July 1, 2024, through June 30, 2025, for a new cumulative Contract not to exceed amount of \$2,565,409; replace Attachment B-6, Payment/Compensation; replace Attachment C-6, Budget Schedule; replace Attachment D-5, Staffing Plan.

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

1. Contract is hereby renewed for additional one-year, effective July 1, 2024, through June 30, 2025, increase Contract amount by \$596,495, with a new cumulative Contract not to exceed amount of \$2,565,409.
2. Attachment B-6, Payment/Compensation, is hereby replaced with Attachment B-7.
3. Attachment C-6, Budget Schedule, is hereby replaced with Attachment C-7.
4. Attachment D-5, Staffing Plan, is hereby replaced with Attachment D-6.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 on the dates with their respective signatures:

***DAYLE MCINTOSH CENTER FOR THE DISABLED**

By: Brittany Zazueta
Name: Brittany Zazueta
(Print)
Title: Executive Director
Dated: 5/17/2024

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Deputized Purchasing Agent
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By: John Cleveland
DEPUTY COUNTY COUNSEL

Dated: 5/17/2024

Attachment B-7

PAYMENT/COMPENSATION**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Contractor for up to: \$596,495 for 12-months (July 1, 2024 – June 30, 2025) as set forth in Attachment A-4 Scope of Services attached hereto and incorporated herein by reference. The Contractor 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 Contractor 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. Contractor 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 Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor 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 Contractor will reimburse the County for disputed/disallowed monies identified after July 10, 2025 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 assigned Box.com folder

3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

Attachment B-7

- A. Contractor's name and address
- B. Contractor's remittance address (if different from 1 above)
- C. Contractor'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. Contractor'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. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor 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 Contractor 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 Contractor'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. Contractor 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 Contractor which are not "allowable costs" applicable to Contractor under 45 C.F.R. Part 92.22(b).
- E. Whenever Contractor is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Contractor comes into compliance.
- F. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.

Attachment B-7

- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Contractor, 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 of this Contract.
- Budget revisions initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revision requests initiated by Subrecipient must be submitted no later than April 30th of each fiscal year.

6. FULL COMPENSATION

Contractor 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 Contractor 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, Contractor 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, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget and/or invoice revisions from the Contractor will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Contractor 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

Attachment B-7

- A. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Contractor 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. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor 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 Contractor 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

Contractor 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 Contractor 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 Contractor 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). Contractor shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Contractor 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 Contractor; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Contractor expects to receive under this Contract.

BUDGET SCHEDULE

Dayle McIntosh Center

Aging, Disability, and Resource Connection (ADRC)

July 1, 2024 – June 30, 2025

1. Contractor's Budget:

Administrative Costs	\$16,510
Program Costs	
Personnel (Salaries and Benefits)	\$388,755
Services and Supplies	\$91,814
Indirect Costs	\$99,416
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$596,495

**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-7 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 2024 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.

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Contractor shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Contractor from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
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 Contractor'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) Administration Costs – Administrative Costs are the financial costs characterized by the following types of activities:
 - Dollar value of salaries and benefits associated with staff time dedicated towards the administration of ADRC (i.e., human resource, accounting services, etc.).

Attachment C-7

- Cost of training for performing ADRC-related administrative functions such as record keeping and accounting, etc.
 - Cost of compiling and reporting ADRC data to OoA and/or CDA.
 - Administration Indirect Costs (as defined in the following section).
- b) Program Costs – includes program-related personnel, fringe benefits, outreach, training, supplies, equipment and travel.
- c) Indirect Costs
- d) Subcontracted Service Costs
- e) Equipment – including detailed descriptions and unit costs.

4. Indirect Costs

- a) Indirect Costs are defined as expenses (i.e., security, rent, insurance, utilities, telephone services, etc.) incurred for a common or joint purpose benefitting more than one cost objective and, therefore, not readily assignable to the specifically benefitted cost objectives (i.e., department, function, program).
- b) The maximum reimbursement allowable for Contractor's total indirect costs (includes Administration Indirect plus Program Indirect Costs) is twenty percent (20%) (or a federally negotiated indirect cost rate, if applicable) of the Contractor's Modified Total Direct Costs (MTDC).
- c) Contractor requesting reimbursement for indirect costs shall retain an allocation plan documenting the methodology used to determine the indirect costs.

STAFFING PLAN
Aging, Disability, and Resource Connection (ADRC)
Dayle McIntosh Center
July 1, 2024 – June 30, 2025

I. Administration Personnel

Title	FTE*
Finance Administrator	0.15
TOTAL:	0.15

II. Program Personnel

Title	FTE*
Community Living Advocate	0.88
Director of Collaborative Programs	0.40
Community Transition Coordinator	0.38
Community Transition Coordinator	0.13
Grants and Development Administrator	0.08
Housing Coordinator	0.50
Lead Deaf Services Advocate	0.25
PAS Recruitment Specialist	0.98
IL Skills Instructor	0.25
IL Skills Instructor	0.25
Personal Assistant Services Coordinator	0.25
Community Living Advocate	0.73
Data Resource Specialist	0.99
Deaf Services Advocate	0.25
Director of Care Services	0.17
Housing Coordinator	0.50
TOTAL:	6.99

*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.