



CONTRACT NO. MA-012-23010011

FOR THE PROVISION OF

AMERICAN RESCUE PLAN ACT OF 2021 (ARPA), H.R. 1319  
ELDERLY NUTRITION PROGRAM / CASE MANAGEMENT / IN-HOME SERVICES  
AND TRANSPORTATION SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AGE WELL SENIOR SERVICES, INC.

<b><u>CFDA#</u></b>	<b><u>FAIN#</u></b>	<b><u>PROGRAM/SERVICE TITLE</u></b>	<b><u>FUNDING AGENCY</u></b>
93.044	2101CASSC6-00	#93.044 American Rescue Plan (ARP) for Supportive Services under Title III-B of the Older Americans Act; Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	U.S. Department of Health and Human Services, Administration for Community Living
93.045	2101CACM6-00 2101CAHD6-00	#93.045 American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act; Special Programs for the Aging, Title III, Part C, Nutrition Services	U.S. Department of Health and Human Services, Administration for Community Living

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## **ATTACHMENTS**

Attachment A - Scope of Services  
Attachment B - Payment/Compensation  
Attachment C - Budget Schedule  
Attachment D - Staffing Plan  
Attachment E - Performance Standards  
Attachment F – Federal Award Identification

## **EXHIBITS**

Exhibit 1 – Drug Free Workplace Certification  
Exhibit 2 – Debarment and Suspension Certificate  
Exhibit 3 – Certification Regarding Lobbying  
Exhibit 4 – Disclosure Form to Report Lobbying  
Exhibit 5 – OC Community Resources Contract Reimbursement Policy  
Exhibit 6 - Office on Aging Focal Points  
Exhibit 7 – California Civil Rights Laws Certification

Contract No. MA-012-23010011  
with  
Age Well Senior Services, Inc.  
For  
American Rescue Plan Act of 2021 (ARPA), H.R. 1319  
Elderly Nutrition Program / Case Management / In-Home Services and Transportation Services

This Contract No. MA-012-23010011 for American Rescue Plan Act of 2021 (ARPA), H.R. 1319 – Elderly Nutrition Program / Case Management / In-Home Services and Transportation Services (hereinafter referred to as “Contract”) 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; 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 Dr., Suite 325, Lake Forest, CA 92630 (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

### **ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Attachment F – Federal Award Identification
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 - Office on Aging Focal Points
- Exhibit 7 – California Civil Rights Laws Certification

### **RECITALS**

**WHEREAS**, Subrecipient and County are entering into this Contract for American Rescue Plan Act of 2021 (ARPA), H.R. 1319 – Elderly Nutrition Program / Case Management / In-Home Services and Transportation Services (ENP Services) under a cost reimbursement Contract; and

**WHEREAS**, OC Community Resources (OCCR)/Office on Aging received funding from the California Department of Aging (CDA) under the American Rescue Plan Act (ARPA) for a retroactive three-year term of July 1, 2021 – September 30, 2024. Older adult programs have been significantly impacted by the COVID-19 pandemic resulting in expansion of services to meet increased demand. The pandemic has disproportionately affected older adults leading to increased services provided under the Elderly Nutrition Program, Support Services and Family Caregiver Service Program. These programs have experienced a 40% increase on average compared to pre-pandemic levels; and

**WHEREAS**, CDA has recognized the urgency caused by the pandemic and has provided emergency funding since the onset of the Major Disaster Declaration; and

**WHEREAS**, A portion of the funding allocations received through ARPA will be distributed to awarded providers for the initial term of October 1, 2022 – September 30, 2023, based on the results of a competitively bid Request for Proposal (“RFP”) process for Older American’s Act services; and

**WHEREAS**, Subrecipient agrees to provide American Rescue Plan Act of 2021 (ARPA), H.R. 1319 – ENP Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

**WHEREAS**, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

**WHEREAS**, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for American Rescue Plan Act of 2021 (ARPA), H.R. 1319 – ENP Services with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2022-23.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **DEFINITIONS**

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

“DUNS Number” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity.

“Information & Assistance (I&A)” means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

“Program Income” means revenue generated by the Subrecipient or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, royalties received on patents and copyrights from contract-supported activities, or proceeds from the sale of goods created under a California Department of Aging (“CDA”) grant funds.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

“Recoverable cost” means the state and federal share of the questioned cost.

“Subcontractor” and “subcontractor” means any entity that furnishes to Subrecipient services or supplies related to this Contract.

## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
  
- B. **Entire Contract:** This Contract, including the recitals which are incorporated herein by reference, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
  
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
  
- D. **Intentionally left blank**
  
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
  
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
  
- G. **Warranty:** Subrecipient expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Subrecipient's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders,



or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.
1. Termination for cause includes, among other things, the County's termination of the Contract in the event of:
    - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
    - ii. Inadequate program performance;
    - iii. Failure to comply with reporting requirements;
    - iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
    - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
- viii. Bankruptcy proceedings of Subrecipient;
- ix. Finding of debarment or suspension;
- x. Material change in Subrecipient's organizational structure;
- xi. Any breach of Contract; and
- xii. Any misrepresentation, or fraud on the part of the Subrecipient;

County may terminate this Contract and be relieved of the payment of any compensation to Subrecipient.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.

2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Subrecipient, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Subrecipient.
3. Return of funds. Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.
4. Cancellation of commitments/termination claim. After receipt of notice of termination, Subrecipient shall cancel outstanding commitments required by this Contract.
  - i. With respect to the above-cancelled commitments, Subrecipient agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.
  - ii. Subrecipient shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.

**L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or

subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and

- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

**P. Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.

**Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of

interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnites harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.



The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

**BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

**CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure American Rescue Plan Act – ENP Services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on October 1, 2022 and continue through September 30, 2023, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$585,812, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
6. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

7. **Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Paragraph K herein;

- b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
  - d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.
8. **Conditions Affecting Work:** The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
- The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Subrecipient. Subrecipient shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.
10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.
11. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
12. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

13. **Subrecipient's Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient's efforts in fulfilling Subrecipient's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Subrecipient's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

14. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

A. Copyrights

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Subrecipient may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Subrecipient after receiving a decision from CDA.

3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Subrecipient hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Subrecipient also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Subrecipient certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance

of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data:**

1. The Subrecipient shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County. CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of the Standard Agreement for Contract Number AP-1920-22 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

15. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**16. Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:

1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

17. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or

others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

19. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
20. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
21. **Access and Records:** County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
22. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
23. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.



24. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor and shall incorporate by reference the terms of this Contract. The Subrecipient shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

25. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

26. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided



in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

27. **Media Contact/News/Information Release:** The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County's Project Manager.
28. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Office on Aging  
Project Manager  
1300 S. Grand Ave. Bldg. B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For Subrecipient:

Age Well Senior Services, Inc.  
Steven Moyer, Chief Executive Officer  
23101 Lake Center Drive, Suite 325  
Lake Forest, CA 92630

29. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
30. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

31. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
32. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Subrecipient. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

33. **County Branding and Funding Source Identification Requirements:**

**Publicity, Literature, Advertisement and Social Media**

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.
- B. Subrecipient may speak to the media/press, release statements, allow for video or photography, or develop and publish information related to this Contract only where all of the following conditions are satisfied:
1. Project Manager provides its written approval of (1) the oral, written, or other content; and (2) publication or other communication of the content/information, at least five (5) days prior to Subrecipient publishing or communicating the content/information information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State and/or Federal government funds, and identify the specific funding source(s) for the Contract and related program; and

All project publicity shall include the following statement: "This project is funded in part through a grant from the American Rescue Plan Act, as allocated by the Orange County Board of Supervisors."

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and,
  - b. any product or service provided by Subrecipient, unless approved in writing by Project Manager.
3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.
4. Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.

#### **Program Specific Terms and Conditions:**

34. **Debarment:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

#### **35. Lobbying Certification:**

- A. Subrecipient shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.
  - B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
  - C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
36. **Fraud:** Subrecipient shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of

incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Subrecipient shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

37. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

38. **Fiscal Accountability:**

- A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:
  - 1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
  - 2. Effective internal controls to safeguard assets and assure their proper use;
  - 3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
  - 4. Source documentation to support accounting records; and
  - 5. Proper charging of costs and cost allocation.
- B. Subrecipient's Records. Subrecipient's records shall be sufficient to:
  - 1. Permit preparation of required reports;
  - 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and;
  - 3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

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

40. **Dissolution of Entity:** Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.
41. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.
- A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Subrecipient and its subcontractor's, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.
- B. Performance of Subrecipient. Subrecipient agrees to meet the performance standards listed in Attachment E.

Administrator or Subrecipient may transfer units of Service from one unit of Service to another unit of Service in Attachment "A" as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Subrecipient from Administrator. Administrator in its sole discretion may increase units of Service in Attachment E as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment E as a result of a contingency cost decrease. If, at the end of any third, sixth or ninth month, the reported units of service fall below 95% or above 110% of the contracted levels for Older Americans Act or Older Californians Act programs, County, in its sole discretion, may do any, or more than one, of the following:

- i. If Administrator determines that Subrecipient's failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.
- ii. If Administrator determines that Subrecipient's failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to require full performance by Subrecipient of its duties hereunder, County may seek such injunctive relief against Subrecipient as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient

of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

- iii. If the level of performance falls below the required levels for the California Department of Aging Standard Contract Terms and Conditions or 95% of the level(s) as specified in Attachment(s) A and E, Administrator may unilaterally reduce the funding available to Subrecipient under this Contract to reflect the level of service actually provided by Subrecipient, and may unilaterally make concomitant adjustments in the funding amounts set forth in the Budget Schedule Attachment C of this Contract.
- iv. Administrator may demand, and Subrecipient shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Subrecipient does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
  - a. Terminate this Contract pursuant to Paragraph K hereof;
  - b. Discontinue program support until such time as Subrecipient complies with the corrective action plan;
  - c. Seek appropriate injunctive relief;
  - d. Collect from Subrecipient all funds paid by County to Subrecipient that were not expended in accordance with this Contract;
  - e. Collect from Subrecipient damages for breach of this Contract;
  - f. Reduce the funding available to or hereunder; or
  - g. Pursue any other available legal or equitable remedy against Subrecipient.

Within five (5) days of demand therefore, Subrecipient shall repay to County all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

#### C. Reporting requirements

- i. Subrecipient will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange OoA.
- ii. Subrecipient shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Subrecipient is required to collect and report program data to OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.
- v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Subrecipient will also be required to submit to OoA other records, statistical information, financial reports, invoices, and program information in electronic or

- paper format by the 10th of every month unless otherwise authorized by Administrator.
- vii. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.
  - viii. Within 10 days of award of this Contract the Subrecipient must inform the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
    - a. Supervising the collection of, or collecting data from this program;
    - b. Compiling collected data and reconciling it to data collected;
    - c. Recording collected data in a format required by OoA, using an application required by OoA;
    - d. Distributing forms and reports to the responsible person and collecting completed forms; and
    - e. As required, completing all required OoA/CDA forms.
  - ix. Computer Interface Capability: Subrecipient’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required CDA reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.
  - x. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

#### 42. **Payments:**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before September 30, and that any and all funds remaining as of September 30 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after September 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning November 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.

- C. **Invoices:** Subrecipient shall provide monthly invoices by the 15<sup>th</sup> day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.
- D. **Advance Payment:** Notwithstanding Paragraphs 42.A and 42.B above, upon written request and justification of an immediate need based upon cash forecasting from Subrecipient, County may advance to Subrecipient a portion of County's maximum obligation hereunder. The County's Project Manager shall reduce the amount of monthly payments in the ninth, tenth, and eleventh, months by an equal amount of any advance payment to recover any outstanding advance or part(s) thereof

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

43. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.
44. **Modification of Budget Schedule:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.
45. **Annual Audit:** Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.
46. **Audit Requirements:**
- A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:



- i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
  - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs “B” or “C” below, or for such longer period as the State or County deem necessary.
- B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.
- C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.
- D. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Subrecipient to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning October 1st and ending September 30th.
- F. Sub-contract provisions. Subrecipient shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence

pertinent to the sub-contract for the period of time specified in this Paragraph “A”, “B”, and “C” above.

G. Audit.

- i. If Subrecipient expends more than \$750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient’s fiscal year and in accordance with 2 CFR Part 200, Subpart F, “Audit Requirements of States, Local Governments, and Non-Profit Organizations,” which is incorporated herein by reference. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient’s expense even in instances when Subrecipient’s expenditure is less than \$750,000.
- ii. Subrecipient shall take the following actions in connection with such audit:
  - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient’s audit report;
  - b. Adjust its own records as necessitated by the audit;
  - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
  - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
  - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;
  - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
  - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
  - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
  - i. Cooperate with and participate in any further audits which may be required by County or the State;
  - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
  - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is
    - l. performed by an independent auditor, and is organization-wide;
- iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and

State of California for a period of three (3) years after final payment under this Contract.

- H. Final financial statement. Within thirty (30) days after termination of this Contract, Subrecipient shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Subrecipient's final invoice and substantiating reports.

#### 47. Non-Discrimination and Compliance Provisions:

- A. State laws.
- i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
  - ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
  - iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 47 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

- E. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 47 Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

48. **Drug Free Workplace:** Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
49. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. at <http://www.dnb.com>. The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

Subrecipient shall register its organization at <https://www.SAM.gov> and ensure its status is “active,” and in good standings prior to execution of this Contract. Upon completion of the registration process at SAM.gov, Subrecipient will be assigned a Unique Entity Identifier number known as UEI (SAM). The UEI (SAM) number will be used by County to ensure that Subrecipient’s registration status is current and remains active during the Contract term. Subrecipient shall obtain and provide its UEI (SAM) number to the County at the County’s request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.

50. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, E and/or F may be modified upon mutual written agreement of the Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, E and/or F then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County Office on Aging operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Subrecipient and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Subrecipient’s protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

- B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:
- i. It does not materially change the terms of this Contract, and
  - ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Subrecipient that does not satisfy all of the criteria listed above.

51. **Complaint Resolution Process and Grievance Procedures for Participants:** Subrecipient shall comply with grievance procedures, as defined by the program's funding stream. Subrecipient shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Subrecipient shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Subrecipient.

Subrecipient shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

52. **Sectarian Activities:** Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
53. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's Policies and Procedures when applicable.
54. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

55. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

56. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

**57. Compliance with Other Laws:**

- A. Laws related to Contract. Subrecipient and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.
- B. Laws applicable to Subrecipient's operations. Subrecipient and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to wages and hours of employment, occupational safety, fire safety, health and sanitation.
- C. Federal environmental laws. If the amount of compensation Subrecipient shall receive under this Contract exceeds \$100,000, Subrecipient and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
  - i. Clean Air Act as amended (42 U.S.C. 7401)
  - ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
  - iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
  - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
  - v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- D. State Energy Plan. Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).
- E. Withholding. Subrecipient shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age

Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

- F. Elder abuse reporting. Subrecipient shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Subrecipients, subcontractors or volunteers to provide services supported by this Contract, Subrecipient shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Subrecipient shall retain the originals of all such signed forms.
  
- G. Debarment.
  - i. Subrecipient shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
  - ii. Subrecipient shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.
  
- H. State and local environmental and land use laws.
  - i. Subrecipient shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Subrecipient further agrees to provide Administrator proof that Subrecipient has complied with, and maintains compliance with, all zoning regulations and that Subrecipient has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.
  - ii. By signing this Contract, Subrecipient swears under penalty of perjury that Subrecipient is not:
    - a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
    - b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
    - c. finally determined to be in violation of provisions of federal law relating to air or water pollution.
  
- I. Failure to comply. If Subrecipient fails to comply with the requirements of any Sections of this Paragraph 57, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

**58. Focal Points:** In accordance with 22 CCR § 7364(a)(5) County will specify to Subrecipient the identity of the Area Plan designated focal points for service delivery in the community which is attached hereto as Exhibit 6 and is hereinafter referred to as Exhibit 6.

**59. Covenant Against Contingent Fees:**

1. The Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

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**Signature Page**

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

\*Age Well Senior Services, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

By: \_\_\_\_\_  
Deputized Deputy Agent  
OC Community Resources

By: \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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## ATTACHMENT A - 1 SCOPE OF SERVICES

### I. GENERAL REQUIREMENTS

#### A. Hours of Operation and Schedules

##### a. Regular Hours of Operation:

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

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

##### b. Holiday Operation Schedules:

Subrecipient must ensure that service delivery is available throughout the holiday seasons. Office closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

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

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#### B. Funding Requirements

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

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

Additional Services. Subrecipient also shall provide the services listed below to Older Individuals to whom it provides the services described herein Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this

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paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

- Coordination of Services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.
- Coordination of Resources. Subrecipient shall work collaboratively with OoA, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

### C. Subrecipient's Records

1. Subrecipient shall keep true and accurate accounts, financial and statistical records, data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. If Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract, and are returned to OoA or transferred to another Subrecipient as instructed by OoA.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.

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**D. Information Integrity and Security**

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include (but are not limited to):

- a) Reports
  - b) Notes
  - c) Forms
  - d) Computer, laptops, cellphones, printers, scanners
  - e) Networks (LAN, WAN, WIFI) servers, switches, routers
  - f) Storage media, hard drives, flash drives, cloud storage
  - g) Data, applications, databases
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for data collected and stored under this Contract that is confidential, sensitive, and/or personal including data and stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
  3. Disclosure.
    - a) Subrecipient shall ensure that all personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
    - b) Subrecipient shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
    - c) "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
    - d) Subrecipient shall not use the confidential, sensitive and/or personal identifying information in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OoA.
    - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than County or CDA without prior written

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- authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f) Subrecipient may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling confidential, sensitive and/or personal identifying information must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA). Subrecipient agrees to comply with the privacy and security requirements of HIPAA.
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at [https://www.aging.ca.gov/Information\\_Security/Security\\_Incident\\_Reporting\\_Procedure/s/](https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedure/s/)
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

**E. Access**

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

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**F. Evaluation and Monitoring**

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

**G. Procurement**

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

**H. Property**

1. Unless otherwise provided for in this Paragraph, property refers to all assets used in operation of this Contract.

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- a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
- a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit). Prior written approval from the County and CDA is needed for all equipment purchases over \$5,000.
  - b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones). Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost.
  - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives). Prior written approval from the County and CDA is needed for purchase of all portable electronic storage media, regardless of cost.
  - d) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
6. Subrecipient shall record, at a minimum, the following information when property is acquired:
- a) Date acquired
  - b) Item description (include model number)
  - c) CDA-issued tag number
  - d) Serial number (if applicable)
  - e) Purchase cost or other basis of valuation

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f) Fund source

## 7. Disposal of Property:

- a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Subrecipient will be liable for repayment of purchase price of equipment if Subrecipient disposes of equipment without prior approval from CDA.
  - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated ~~and~~ fully documented. ~~and~~ The Subrecipient shall promptly notify CDA/OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA.
  9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
  10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
  11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
  12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
  13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
    - a) Another CDA program providing the same or similar service
    - b) Another CDA-funded program



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14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

#### **I. General Regulations**

Subrecipient shall:

1. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), as it applies to this Contract.
2. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7 – Section 3 of the Defense of Marriage Act].
3. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.
4. Nondiscrimination

Shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) from CDA, which is hereby incorporated by reference. In addition, the Subrecipient shall comply with the following:

##### **a. Equal Access to Federally-Funded Benefits, Programs, and Activities**

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Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

b. Equal Access to State-Funded Benefits, Programs, and Activities

Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [2 CCR § 98323]

c. California Civil Rights Laws

Subrecipient shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract.

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subrecipient internal policies are not used in violation of California Civil Rights Laws.

d. Subrecipient assures the OoA and State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

e. Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.

5. Conflict of Interest

a. Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.

b. This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

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## 6. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act. Title III funds may be used for facility construction or repair.

- a) When applicable for purposes of construction or repair of facilities, the Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
  - (1) Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145]
  - (2) Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - (4) Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
  - (5) Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- b) Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by OoA and CDA.
- c) When funding is provided for construction and non-construction activities, the Subrecipient must obtain prior written approval from OoA and CDA before making any fund or budget transfers between construction and non-construction.

## 7. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Subrecipient shall comply with all applicable orders or requirements issued under the following laws:

- a) Clean Air Act, as amended. [42 USC 7401]
- b) Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c) Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d) State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e) Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

## J. Expenditure of Funds

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.
  - a) Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
  - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the

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State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

The County reserves the right to refuse payment to the Subrecipient or disallow costs for any expenditure, as determined by County and/or CDA to be: out of compliance with this Contract, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

**K. Voluntary Contributions**

Subrecipient must assure that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

1. The Subrecipient or any subcontractors for any Title III or Title VII-A services shall not use means tests.
2. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
3. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
4. Each service provider will:
  - a) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
  - b) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
  - c) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
  - d) Establish appropriate procedures to safeguard and account for all contributions.
  - e) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this program.

**L. Subcontractor**

Subrecipient shall:

1. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Subrecipient and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. Shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.

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3. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
4. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.
5. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
6. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
7. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

## II. GENERAL PROGRAM REQUIREMENTS

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

### **A. Program**

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provider referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community. Subrecipient shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.

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9. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
10. Provide written policies and methods of implementation regarding income structure for all programs.
11. Conduct a participant satisfaction survey annually and tabulate results. County will provide survey templates with non-negotiable questions along with a survey results workbook. Additional questions to the survey must be approved prior to its use. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the completed Participant Satisfaction Survey Results Workbook to [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com), along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by May 31<sup>st</sup> of the fiscal year in which it is conducted.
12. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

**B. Elder Abuse Reporting**

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paperwork and report details have been documented and submitted in a timely manner.
3. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

**C. Staffing and Organization**

1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
2. Provide the latest version of each program's organizational chart.
3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
5. Maintain time sheets for employees and volunteers.
6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County, if applicable.

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7. Provide a current Board Agenda and Minutes as requested by the County, if applicable.
8. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

**D. Insurance**

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

**E. Emergency Preparedness Practices and Facility Requirements**

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

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17. Ensure that facility walkway paths are free from clutter and obstruction.

18. Ensure that elevator permits are current within each facility, as applicable.

### III. **ELDERLY NUTRITION PROGRAM MEASURABLE OBJECTIVES & REQUIREMENTS**

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

#### A. **Reference Documents**

The following regulations applicable to the operation of the ENP are available through the California Department of Aging (CDA) website, [www.aging.ca.gov](http://www.aging.ca.gov), under Laws/Regulations/Policies.

1. California Code of Regulations (CCR)
2. California Retail Food Code
3. California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming Structures & Equipment
4. Older Americans Act, as Amended 2006 (OAA)
5. Code of Federal Regulations
6. United States Code (USC) Title 42, Chapter 35 – Programs for Older Americans
7. California Welfare and Institutions Code
8. Older Californians Nutrition Program Menu Guidance

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

#### B. **Definitions:**

The following definitions apply to the Elderly Nutrition Program:

1. **CRFC** means California Retail Food Code; also, commonly referred to as Cal-Code, which replaced CURFFL (California Uniform Retail Food Facilities Law) on July 1, 2007. CRFC is the uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq. of the California Health and Safety Code.
2. **Eligible Service Population for Title III C-1 and C-2** means individuals sixty (60) years of age or older, with an emphasis on those in greatest economic and social need with particular attention to low-income older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas.
  - a) Individuals eligible to receive a meal at a congregate nutrition site are:
    - i. Any older individual.
    - ii. The spouse of any older individual.
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.



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- iv. A disabled individual who resides at home with and accompanies an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
- b) Individuals eligible to receive a home-delivered meal are individuals who are:
  - i. Frail as defined by CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)]
  - ii. A spouse of a person defined in CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest if te homebound older individual.
  - iii. A person with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 3. **Extended weekends and closures due to a County-recognized holiday** means a minimum closure of three (3) calendar days. *See General Requirements, Hours of Operation and Schedules, Holiday Operation and Schedules for a list of approved County holidays.*
- 4. **Greatest Economic Need** means having income at or below the federal official poverty line defined by the Federal Bureau of the Census and published annually by the Department of Health and Human Services.
- 5. **Greatest Social Need** means the need caused by socioeconomic factors which include any of the following:
  - a) Physical and mental abilities
  - b) Language barriers
  - c) Cultural, social, or geographical isolation, including isolation caused by racial or ethnic status, that does either of the following:
    - i. Restricts the ability of an individual to perform normal daily tasks
    - ii. Threatens the capacity of an individual to live independently
- 6. **HACCP** means Hazard Analysis Critical Control Point. A HACCP Plan is a written document that delineates formal procedures for following the HACCP principles that were developed by the National Advisory Committee on Microbiological Criteria for Foods and complies with the requirements of Section 114055, Health and Safety Code.
- 7. **Individual with a disability** means an individual with a disability, as defines in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA 372(a)(2)]
- 8. **Nutrition Education** means an intervention targeting 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 the nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietician or individual of comparable expertise as defined in the OAA.

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9. **Nutrition Screening** means completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the Older Americans Act Performance System (OAAPS).
10. **Nutrition Services** means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites.
11. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
12. **Offer Versus Serve** means participants are to be given an opportunity to decline a menu item.
13. **Registered Dietitian** means a person who shall be both:
  - a) Qualified as specified in Sections 2585 and 2586, Business and Professions Code; and
  - b) Registered by the Commission on Dietetic Registration.
14. **Shelf Stable Meals** as defined by United States Department of Agriculture are foods that can be safely stored at room temperature, or “on the shelf.” These non-perishable products include jerky, country hams, canned and bottled foods, rice, pasta, flour, sugar, spices, oils, and foods processed in aseptic or retort packages and other products that do not require refrigeration until after opening. Not all canned goods are shelf stable. Some canned food, such as some canned ham and seafood, are not safe at room temperature. These will be labeled “Keep Refrigerated.”
15. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].
16. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening.

**C. Language**

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County’s language policy, to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [22 CCR 11162]

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2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a) Interpreters or bilingual providers and provider staff.
  - b) Contracts with interpreter services.
  - c) Use of telephone interpreter lines.
  - d) Sharing of language assistance materials and services with other providers.
  - e) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f) Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 11162]
4. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
6. The five threshold languages in the County of Orange are:
  - a) English
  - b) Chinese (Traditional)
  - c) Korean
  - d) Spanish
  - e) Vietnamese (pre-1975)

#### **D. Program Description**

1. **Purpose** – To provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older adults in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
2. **Goals** – To maintain or improve the physical, psychological, and social well-being of older adults, by providing or securing appropriate nutrition services.
  - a) Meet the requirements under OAA 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
3. **Objectives:**
  - a) Give preference to older adults in greatest economic or social need with particular attention to low-income minority individuals;
  - b) Promote and maintain high food safety and sanitation standards;

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

#### **E. General Requirements of the Elderly Nutrition Program**

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

1. Ensure services are provided only to the Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.
5. Operate at a lesser frequency in a service area where such frequency is not feasible, and a lesser frequency is approved by the County.
6. Provide at least one (1) meal per day.
7. Serve meals at least five (5) days per week throughout the service area, but not necessarily five (5) days per week at each site.
8. Comply with the CRFC and the local health department regarding safe and sanitary preparation and service of meals.
9. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
10. Comply with all applicable requirements of Program Memoranda issued by the California Department of Aging. Program Memoranda are located on the CDA website at <http://www.aging.ca.gov>.
11. Conduct a nutrition screening of congregate and home delivered nutrition services participants in accordance with federal requirements found in Section 339 of the OAA (42 U.S.C. 3030g-21).

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12. Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).
13. When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.
14. Have a written grievance process that is consistent with the grievance process of the County, for reviewing and attempting to resolve complaints by ENP participants against the Subrecipient.
  - a) Home-delivered meals clients will be advised of the process either orally or in writing upon the provider's contact with the client.
  - b) Notification of the process shall be posted in visible and accessible areas, such as the bulletin boards of congregate nutrition sites.
15. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)]
  - a) Develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
16. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal program increases.
17. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
18. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
19. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
20. Not require proof of age, citizenship, or disability as a condition of receiving services.
21. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
22. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
23. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

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24. Subrecipient shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
- a) Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b) Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c) Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
25. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
- a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
  - b) give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

#### **F. Staffing**

Subrecipient shall adhere, but not be limited to, the following staffing requirements:

##### **1. Manager or Director:**

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

##### **2. Paid Staff/Volunteers:**

- a) There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.

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

### 3. **Registered Dietitian:**

- a) Establish and administer nutrition services with the advice of a registered dietitian, who will perform the following activities to meet the mandated requirements:
  - i. Monitor nutrition programs
    - ii. At a minimum, perform quarterly on-site monitoring of all home-delivered nutrition services programs, and congregate meal sites for safe food handling and sanitation practices.
      - The Nutrition Site Monitoring Report supplied by the County shall be used.
    - iii. Annual monitoring will be done of one route per home-delivered meal program.
      - The Annual HDM Nutrition Site Monitoring Report supplied by the County shall be used.
  - ii. Review and approve the content of staff training prior to presentation, to ensure required topics are included annually.
  - iii. Develop, or review and approve the cycle menus, certifying that all meals comply with nutrition requirements specified in [22 CCR 7638.5].
  - iv. Provide input, review, and approve the content of nutrition education prior to presentation [22 CCR 7638.11 (b)] and prior to submittal to the County via email at [OoAHealthandNutrition@occr.ocgov.com](mailto:OoAHealthandNutrition@occr.ocgov.com) within the first thirty (30) days of the start of this Contract.
  - v. Provide technical support and assistance as needed.

### **G. Staff Training Activities**

Subrecipient shall adhere, but not be limited to, the following staff training requirements:

- 1. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
  - a) Food safety, prevention of food borne illness, and HACCP principles.

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- b) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
  - c) Elder abuse law and reporting procedures.
2. An annual written staff training plan shall be developed, implemented, and maintained on file. [22 CCR 7636.7(c)]
- a) The annual staff training plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
  - b) Training sessions shall be evaluated by those receiving the training.
  - c) A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff
  - d) Documentation of each training session shall be maintained on file.
    - i. Documentation includes, but is not limited to sign-in sheets, agendas, handouts, and completed evaluations.
3. Persons who provide food safety training must have a current food safety certificate. (CRFC 113949.2)

#### **H. Menu Planning Requirements**

Subrecipient shall adhere, but not be limited to, the following menu planning requirements:

1. When planning the menus, the California Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered.
  - a) Menus shall conform to the age-appropriate criteria referenced in the sources.
2. Menus shall be planned for a minimum of four (4) weeks and submitted to County via email at [OoAHealthandNutrition@occr.ocgov.com](mailto:OoAHealthandNutrition@occr.ocgov.com) for County registered dietician approval thirty (30) days prior to the menu start date.
  - a) Menu cycles shall include the availability of seasonal foods.
  - b) A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a registered dietitian to ensure compliance with [22 CCR 7638.5]
  - c) A copy of the County approved menu must be posted in a spot conspicuous to clients at each congregate site.
  - d) Copies of the County approved menu(s) shall be made available to the participants upon request.
  - e) Menus shall be legible and easy to read in the language of the majority of the participants. [22 CCR 7638.5]
3. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
  - a) Comply with mandatory maintenance of labels for all food/food additives containing any fat, oil, or shortening, and the ban of oil, shortening or margarine containing artificial trans-fat. (CRFC 114377)



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**I. Food Procurement**

Subrecipient shall adhere, but not be limited to, the following food procurement requirements:

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

**J. Food Storage**

Subrecipient shall adhere, but not be limited to, the following food storage requirement:

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

**K. Food Production**

Subrecipient shall adhere, but not be limited to, the following food production requirements:

1. Ensure that meals are compliant with the Older Californians Nutrition Program Menu Guidance.
2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRIs), are safe, of good quality, and at the lowest reasonable cost.
3. Meals shall be served as indicated on the certified menus. If a menu substitution must occur, the following procedure must be followed:
  - a) The Subrecipient's Registered Dietitian must approve all menu substitutions.
  - b) A menu substitution form must be completed and signed by the Subrecipient's Registered Dietitian.
  - c) The completed menu substitution form shall be kept on file for County review.
4. Food production procedures shall comply with Title 22, CRFC standards, and HACCP principles guidelines.
5. Food production and meal service shall be under the supervision of a staff person trained in food service management to ensure food service sanitation and the practices of hygienic food handling techniques are followed.
  - a) This person shall function with the advice of the provider's registered dietitian.

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6. Production schedules or worksheets must be available in the food preparation area.
7. Food shall be prepared in sufficient quantities to serve all participants.
  - a) Careful planning shall minimize the leftover food and prevent waste.
8. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
9. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
10. Food shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
11. Meals shall be served to seniors as “offer versus serve.”
12. Temperature Checks:
  - a) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen and checked at all congregate sites upon delivery and immediately before meal service.
  - b) Have written procedures for monitoring food temperature.
  - c) Use a Food Temperature Log to document food temperatures daily
    - i. Review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
  - d) Document temperatures for hot and cold foods at the end of each HDM route once a month.
  - e) Completed Food Temperature Logs must be maintained on file for County review.
  - f) Prepared food's holding time shall be kept to a minimum and not exceed two (2) hours outside temperature control.
  - g) Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
  - h) Single service utensils and tableware shall be used one time only and discarded after use.
  - i) Have a sign posted in the congregate site stating, “Food removed from the congregate site is at your own risk.”
    - i. Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.

**L. Food Service Requirements**

Subrecipient shall adhere, but not be limited to, the following food service requirements:

1. Ensure that the following forms are available, completed daily, and maintained at each nutrition site for a minimum of twelve (12) months:

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- a) Food Temperature Log – one should be available for congregate and home delivered nutrition services if hot or cold foods are provided to the client.
- b) Cleaning Schedule.
- c) Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
- d) Production Schedule – applicable only if food is cooked at the site.
- e) The current Environmental Health Inspection Report shall be available at the site for review.

#### **M. Program Requirements**

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

##### **1. Outreach/Marketing Activities:**

- a) Provide outreach in the community through community organizations and other groups.
  - i. Outreach and marketing activities shall be documented and kept on file.
- b) Develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving minority communities.

##### **2. Emergency Procedures:**

- a) Have a written Emergency/Disaster Plan.
- b) Nutrition sites shall have an evacuation plan posted identifying the emergency exits and assembly areas.
- c) Staff and volunteers must be knowledgeable of emergency procedures.
- d) Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2).
  - i. Such arrangements shall be included in the Emergency/Disaster Plan.

##### **3. Voluntary Contributions:**

In addition to Section I.K., above, Subrecipient shall adhere to the following requirements:

- a) Eligible individuals who receive meals shall be given the opportunity to contribute to the cost of the meal.
- b) Develop a suggested contribution amount.
  - i. When developing this contribution amount, the income ranges of the older adults in the community and the Subrecipient's other sources of income shall be considered.
- c) No eligible individual shall be denied participation because of failure or inability to contribute.
- d) Protect the privacy and confidentiality of each participant with respect to the participant's contribution or lack of contribution.

~~Attachment A-1~~

- e) Contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
- f) A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate nutrition services site. A guest fee shall cover all meal costs.
- g) Clearly inform the participant that there is no obligation to contribute to the cost and the contribution is clearly voluntary.
- h) Establish procedures to safeguard and account for all contributions.

4. Coordination:

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

5. Participant Satisfaction Survey:

- a) Annually distribute the appropriate Participant Satisfaction Survey to all congregate and home-delivered nutrition services participants to obtain the views of participants about the services received.
- b) The surveys will be supplied by the County.
- c) Subrecipients have the flexibility to add questions or include a needs assessment. Additions to the survey must be approved by the County prior to dissemination.
- d) Survey finding must be tabulated using the Participant Satisfaction Survey Results Workbook and submitted to the County via email to the [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com) on or before May 30<sup>th</sup> along with a summary detailing a plan of action addressing relevant concerns of participants to improve program services.

**N. CONGREGATE NUTRITION SERVICES REQUIREMENTS**

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

- 1. Include procedures for obtaining the views of participants about the services received.
- 2. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
- 3. Provide the opportunity for each congregate nutrition services participant to complete the participant intake form by the third day of beginning meal service and annually thereafter.

~~Attachment A-1~~

4. Ensure the accuracy and authenticity of the number of eligible participant meals served each day.
5. Congregate nutrition services sites must have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.
6. Congregate nutrition services sites must have restrooms, lighting, and ventilation, which meet the requirements of CRFC.
7. Congregate nutrition services sites must have equipment, including tables and chairs that are sturdy and appropriate for older adults.
  - a) Tables shall be arranged to assure ease of access and encourage socialization.

**O. HOME-DELIVERED NUTRITION SERVICES REQUIREMENTS**

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

1. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant to include but not be limited to the following:
  - a) An initial determination of eligibility may be accomplished by telephone.
  - b) A written assessment shall be done in the home within two (2) weeks of beginning meal service and shall include an assessment of the type of meal appropriate for the participant in their living environment.
  - c) An older adult eligible for home-delivered nutrition services shall be assessed for need of nutrition-related supportive services and referred as necessary.
  - d) Re-assessment of need shall be determined quarterly.
    - i. Such re-assessment shall be done in the home of the participant at least every other quarter.
  - e) Provide a home-delivered meal to an eligible individual. [22 CCR7638.7(c)]
2. Provide home-delivered meals in pre-packaged trays and include written instructions for handling and re-heating meals.
3. Establish a waiting list for home-delivered nutrition services whenever the Subrecipient is unable to provide meals to all eligible older adults. The decision to place eligible recipients on a waiting list, and their position on such a list, shall be based on greatest need and/or in accordance with policy established by the home-delivered nutrition services Subrecipient, in consultation with County.

**P. NUTRITION EDUCATION REQUIREMENTS**

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

1. Nutrition education shall be provided a minimum of four (4) times per year to participants in the congregate and home-delivered nutrition services programs.

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- a) Nutrition education for congregate sites can be demonstrations, presentation, lectures, or small group discussions, all of which may be augmented with printed materials.
  - b) Nutrition education for home-delivered nutrition services participants may consist solely of printed material.
2. Nutrition education shall be based on the needs of congregate and home-delivered nutrition services participants.
- a) An annual needs assessment shall be performed to make this determination.
  - b) An annual nutrition education plan shall be submitted to County prior to implementation and for approval within the first thirty (30) days of the start of this Contract to [OoAHealthandNutrition@occr.ocgov.com](mailto:OoAHealthandNutrition@occr.ocgov.com).

#### **Q. HOLIDAY SERVING REQUIREMENTS**

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

- 1. Offer and fulfill requests for additional meals to all congregate and home-delivered nutrition services participants for extended weekends or periods of anticipated business closures due to County-recognized holidays.
  - a) For example, include an additional meal on a Friday delivery, if services will not be offered the following Monday due to a holiday closure.
- 2. Plan for additional meal deliveries, especially for extended weekends or holiday-related closures.

#### **R. ADDITIONAL ELIGIBLE SERVICES REQUIREMENTS**

The Subrecipient is allowed to implement the following additional eligible services under the ENP based on available funding and approval from the County:

- 1. **Optional Home-Delivered Weekend Meals** – Offer frozen or fresh-made meals to home-delivered nutrition services participants.
  - a) The home-delivered nutrition services participant must have a high score on the Nutrition Risk Assessment.
  - b) Meals must meet a minimum one-third of the DRI and be compliant with the Older Californians Nutrition Program Menu Guidance.
  - c) Meals shall include instructions for safe storage and reheating.
- 2. **Take Home Meals** – are offered to congregate nutrition services participants who are eligible to take home a second meal to be consumed at a later time.
  - a) The participant must have a high score on the Nutrition Risk Assessment in order to participate.
  - b) Meals must meet a minimum one-third of the DRI and be compliant with the Older Californians Nutrition Program Menu Guidance.
  - c) Meals shall include instructions for safe storage and reheating.

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3. **Emergency Shelf-Stable Meals** – Emergency Shelf-Stable Meals are offered to both congregate and home-delivered nutrition services participants.
  - a) Meals must meet a minimum one-third of the DRI and be compliant with the Older Californians Nutrition Program Menu Guidance.
  - b) Meals shall include instructions for safe storage and reheating.
  - c) Emergency shelf stable meals are not to be used in place of Emergency Earthquake Meals.

#### IV. **IIIB SUPPORTIVE SERVICES PROGRAMS REQUIREMENTS** (Case Management, In-Home Services, and Transportation)

##### A. **Definitions**

1. **Case Management** means 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, authorizing, and coordinating services among providers, and providing follow-up and reassessment as required.
2. **Eligible Service Population for Title III-B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7].
3. **In-Home Services** means Personal Care, Homemaker, and Chore services to provide assistance for frail older adults who otherwise could not remain in their homes
  - a) **Personal Care**: Assistance (personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).
  - b) **Homemaker**: Performance of light housekeeping tasks provided in a person's home and other community settings. Tasks may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework.
  - c) **Chore**: Performance of heavy household tasks provided in a person's home or other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework.
4. **Priority Services for Title III-B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

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5. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda, and California Retail Food Code (CRFC).
6. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
7. **Supportive Services** means services which maintain individuals in home environments and avoid institutional care.
8. **Transportation** means transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

**B. Language**

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a) Interpreters or bilingual providers and provider staff.
  - b) Contracts with interpreter services.
  - c) Use of telephone interpreter lines.
  - d) Sharing of language assistance materials and services with other providers.
  - e) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f) Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 11162]
4. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]



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6. The five threshold languages in the County of Orange are:

- a) English
- b) Chinese (Traditional)
- c) Korean
- d) Spanish
- e) Vietnamese (pre-1975)

**C. Scope of Services**

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

1. Ensure services are provided only to the defined Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
5. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
7. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
8. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
9. Not require proof of age, citizenship, or disability as a condition of receiving services.
10. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
11. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
12. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief

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organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.

13. Subrecipient shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a) Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - b) Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c) Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
14. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
  - a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
  - b) give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
15. In addition to the scope of services mentioned above, the following are additional scope of services specific to the mentioned programs:

Scope of Services specific to Case Management

- a) Make regular (monthly or quarterly) contact over-the-phone and/or in-person with clients to conduct whole person assessments (health/medical, social, psychological, home/environmental, nutritional well-being) based on areas of concern/need as identified in the care plan and to inquire about:
  - i. Changes in conditions and functional capabilities.
  - ii. Follow-up on completion status of rendered supplemental services.
  - iii. Contact made with medical professionals and the reason(s) for the contact.
  - iv. Information regarding recent hospitalizations/SNF admittance, if applicable.
- b) When services have been rendered, based on the cognition of the client, conduct follow-up phone calls with the clients and/or family caregiver within five (5) business days to ensure that services were received, and needs were met.
- c) Document client case notes each time a contact is made with the client.
- d) Regularly link clients with supplemental services and provide referrals to other program within the community that could also assist in meeting their needs.

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Offer each older individual a list of agencies that provide similar services within the jurisdiction of the County as specified in 42 USC 3026(a)(8)(C)(i)-(iii).

Scope of Services specific to Transportation

- a. Provide transportation to the eligible service population in areas where transportation is otherwise limited or unavailable.
- b. Transportation locations may include but not be limited to the following:
  - i. Congregate sites
  - ii. Financial institutions
  - iii. Grocery stores

**V. DATA AND REPORTING PROVISIONS**

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
  - a) Written procedures shall include but not limited to:
    - i. Participant records are kept and stored in a confidential manner.
    - ii. Collection and reporting of program data.
    - iii. Accuracy of data.
    - iv. Verification of data prior to submission to the County.
    - v. Procedures on correcting data errors.
    - vi. A methodology for calculating and reporting:
      - a. Total estimated unduplicated clients in each non-registered service.
      - b. Total estimated unduplicated clients in all non-registered services.
      - c. Total estimated unduplicated clients across all registered and non-registered services.
    - vii. Performance data monitoring process.
    - viii. Accuracy and authenticity of the number of eligible participants served each day.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations.
  - a) Make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract.
  - b) Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the County.
3. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
4. Ensure data is collected for the unmet need, as requested by CDA and/or County.
  - a) Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
    - i. Pre-screening individuals to determine eligibility.
    - ii. Managing applicants' placement on and removal from Wait List.

~~Attachment A-1~~

- iii. Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
  - iv. Assigning priority for enrollment based on Wait List.
- 5. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
- 6. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
- 7. Maintain appropriate documentation on each participant.
- 8. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
- 9. All fiscal and program data must be reported monthly. All reports are due to County by the 15<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County.
- 10. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
- 11. Maintain records, by month, that support claimed in-kind expenditures.
- 12. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
- 13. Develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com) for Title III B (with the exception of Title III B Senior Activities and Cash Material Aid), Title III C, and Title III E services.
- 14. For reports that will be submitted late, send an explanation including the reason(s) for the delay and the estimated date of submission twenty-four (24) hours prior to the due date to the [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com).
- 15. Enter service deliveries, participant counts, and program expenditures into the OoA Data Portal by the 15th day of the month following the month of service, unless otherwise approved by the County for Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program.
- 16. Verify the accuracy of data submitted to the County by correcting and/or explaining all questionable discrepancies in the quarterly Performance Data Analysis Report within ten (10) days of receiving the report.
- 17. Reporting provisions specific to Title III B, Title III C, and Title III E services except for Senior Activities, Cash Material Aid, and Legal Assistance.
  - a) Enter new participants and service deliveries into Aging & Disability (A&D).

~~Attachment A-1~~

- b) Complete participant assessments in A&D within the month of the participants registration date, and complete reassessments quarterly and annually thereafter.
- c) Entries into A&D shall be made monthly before the 15<sup>th</sup> day of the month for the previous' months data reporting unless otherwise approved by the County.
  - i. Nutrition education sessions and participant counts are to be reported quarterly.
- d) The A&D system will be locked quarterly for data reconciliation as follows:

Quarter	Reporting Period	Lock Date
Quarter 1	July 1 – September 30	October 15 <sup>th</sup>
Quarter 2	October 1 – December 31	January 15 <sup>th</sup>
Quarter 3	January 1 – March 31	April 15 <sup>th</sup>
Quarter 4	April 1 – June 30	July 15 <sup>th</sup>

- i. For requests to unlock the A&D system, the Subrecipient shall submit an email to the [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com) with an explanation including the reason(s) for the unlock request twenty-four (24) hours in advanced.
- e) Have dedicated staff responsible for maintaining the A&D data tracking software, internet service, and the appropriate hardware that can support the program.

## VI. TRANSITION PLAN

Subrecipient shall submit a transition plan to OoA within fifteen (15) days of delivery of a written Notice of Termination for a service funded either by Title III or Title VII. The transition plan must be approved by the OoA and CDA and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.

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9. Additional information as necessary to effect a safe transition of clients to other community service providers.

The Subrecipient shall implement the transition plan as approved by OoA and CDA. OoA will monitor the Subrecipient's progress in carrying out all elements of the transition plan.

If Subrecipient fails to provide and implement a transition plan as required by Attachment A. III. G., the Subrecipient will implement a transition plan submitted by OoA/CDA to the Subrecipient following the Notice of Termination.

## ATTACHMENT B-1 PAYMENT/COMPENSATION

### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$585,812 for the period of 12-months (October 1, ~~2022-2023~~ – September 30, ~~2023~~2024) as set forth in Attachment A-1 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 October 10, ~~2023~~2024, in one lump sum.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6th floor  
Santa Ana, CA 92701  
[Or email at: OoAFiscal@occr.ocgov.com](mailto:OoAFiscal@occr.ocgov.com)

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### 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 12th month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.



## 5. 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 30<sup>th</sup> of each fiscal year~~ August 31, 2024.

## 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 12th month close-out invoice is due on the 15th of October ~~2023-2024~~ without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for final invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit September ~~2023-2024~~ invoice estimates by the 10<sup>th</sup> of September ~~2023-2024~~. Estimates must be projected based on anticipated actual expenditure.

## 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:
  - 1. 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
  - 2. 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-1 BUDGET SCHEDULE

Age Well Senior Services, Inc.  
American Rescue Plan Act Program

## 1. Subrecipient's Budget:

October 1, ~~2022~~ 2023 to September 30, ~~2023~~ 2024

### ARPA: Case Management

Administrative Costs	\$15,197
Program Costs	
Personnel (Salaries and Benefits)	\$20,632
Services and Supplies	\$8,360
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$5,201
Total Budgeted Costs	\$44,189

### ARPA: Congregate Meals

Administrative Costs	\$15, <del>659</del> <u>660</u>
Program Costs	
Personnel (Salaries and Benefits)	\$51, <del>233</del> <u>232</u>
Services and Supplies	\$114,406
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$21,338
Total Budgeted Costs	\$181,298

### ARPA: Home-Delivered Meals

Administrative Costs	\$15, <del>659</del> <u>660</u>
Program Costs	
Personnel (Salaries and Benefits)	\$75, <del>708</del> <u>707</u>
Services and Supplies	\$180,580
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$32,006
Total Budgeted Costs	\$271,947

## ARPA: In-Home Services

Administrative Costs	\$7, <del>598</del> 599
Program Costs	
Personnel (Salaries and Benefits)	\$11, <del>338</del> 337
Services and Supplies	\$19,361
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$4,507
Total Budgeted Costs	\$38,297

## ARPA: Transportation

Administrative Costs	\$0
Program Costs	
Personnel (Salaries and Benefits)	\$35,450
Services and Supplies	\$14,631
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	\$5,894
Total Budgeted Costs	\$50,081

*\*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 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-October 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.

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

#### **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-1**  
**STAFFING PLAN**  
Age Well Senior Services, Inc.  
October 1, ~~2022-2023~~ to September 30, ~~2023~~2024

**I. American Rescue Plan Act – Case Management**

<b>Title</b>	<b>FTE*</b>
Case Manager	0.15
Assistant Case Manager	0.15
Chief Executive Officer	0.05
Accountants	0.05
Data Base Coordinator	0.05
<b>TOTAL:</b>	<b>0.45</b>

**II. American Rescue Plan Act – Congregate Meals**

<b>Title</b>	<b>FTE*</b>
Chief Executive Officer	0.01
Site Managers	0.66
Accountants	0.04
Grant Writer/Contract Manager	0.04
Data Base Coordinator	0.05
Volunteers	0.67
Assistant Site Managers	0.19
VP of Operations	0.05
<b>TOTAL:</b>	<b>1.71</b>

**III. American Rescue Plan Act – Home-Delivered Meals**

<b>Title</b>	<b>FTE*</b>
Chief Executive Officer	0.01
Site Managers	1.31
Accountants	0.04
Grant Writer/Contract Manager	0.04
Data Base Coordinator	0.05
Volunteers	1.01
Assistant Site Managers	0.19
VP of Operations	0.05
<b>TOTAL:</b>	<b>2.70</b>



**IV. American Rescue Plan Act – In-Home Services**

<b>Title</b>	<b>FTE*</b>
Case Manager	0.10
Assistant Case Manager	0.10
Chief Executive Officer	0.03
Accountants	0.03
Data Base Coordinator	0.03
<b>TOTAL:</b>	<b>0.29</b>

**V. American Rescue Plan Act – Transportation**

<b>Title</b>	<b>FTE*</b>
Transportation Director	0.10
Transportation Department Assistant	0.10
Drivers	0.85
<b>TOTAL:</b>	<b>1.05</b>

\*1.00 FTE = Full-Time Equivalent

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

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

**ATTACHMENT E-1**  
**PERFORMANCE STANDARDS**  
**SERVICE UNITS**

Attachment B

<b>AGENCY NAME:</b> AGE WELL SENIOR SERVICES, INC.					<b>FISCAL YEAR:</b> <del>2022</del> 2023- <del>2023</del> 2024
<b>PROGRAM NAME(S):</b> ARPA ENP/Case Mgt/In-Home Svcs/Nutrition Transportation					
<b>CONTRACT #:</b> MA-012-23010011					<b>DATE:</b> October 1, <del>2022</del> 2023
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDULICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	20,720	# of Congregate Meals	441	Registered	<b>Congregate Meals (1 Meal):</b> 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.
	90,599	# of Home-Delivered Meals	296		<b>Home-Delivered Meals (1 Meal):</b> 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 and assures a minimum one-third of the Dietary Reference Intake, and shall comply with Dietary Guidelines for Americans.
Case Management	1,263	# of Case Management Hours	123	Registered	<b>Case Management (1 Hour):</b> 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, authorizing, and coordinating services among providers, and providing follow-up and reassessment as required.

**ATTACHMENT E-1**  
**PERFORMANCE STANDARDS**  
**SERVICE UNITS**

Attachment B

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
In-Home Services	191	# of Personal Care Hours	2	Registered	<b>Personal Care (1 Hour):</b> Assistance (personal assistance, stand-by assistance, supervision or cues) with Activities of Daily Living (ADLs) and/or health-related tasks provided in a person's home and other community settings. Personal care may include assistance with Instrumental Activities of Daily Living (IADLs).
	406	# of Homemaker Hours	9		<b>Homemaker (1 Hour):</b> Performance of light housekeeping tasks provided in a person's home and other community settings. Tasks may include preparing meals, shopping for personal items, managing money, or using the telephone in addition to light housework.
	169	# of Chore Hours	35		<b>Chore (1 Hour):</b> Performance of heavy household tasks provided in a person's home or other community settings. Tasks may include yard work or sidewalk maintenance in addition to heavy housework.
Transportation	4,006	# of One-Way Trips	37	Non-Registered	<b>Transportation (1 One Way Trip):</b> Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

**ATTACHMENT F-1**  
**FEDERAL AWARD IDENTIFICATION**

**1. Federal Award Identification**

- A. **Subrecipient Name:** Age Well Senior Services, Inc.
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 792315459
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** MFFWXC2N2JA4
- D. **Federal Award Identification Number (FAIN):** 2101CASSC6-00, 2101CACM6-00, and 2101CAHD6-00
- E. **Federal Award Date:** ~~2022~~2023-~~2023~~2024
- F. **Subaward Period of Performance:** October 1, ~~2022~~2023 to September 30, ~~2023~~2024
- G. **Total Amount of Federal Funds Obligated by the Action:** \$ 585,812

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	2101CASSC6-00	<del>2022</del> 2023	ARP Act	\$ 66,283.50
93.044	2101CASSC6-00	<del>2023</del> 2024	ARP Act	\$ 66,283.50
93.045	2101CACM6-00	<del>2022</del> 2023	ARP Act	\$ 90,649
93.045	2101CACM6-00	<del>2023</del> 2024	ARP Act	\$ 90,649
93.045	2101CAHD6-00	<del>2022</del> 2023	ARP Act	\$ 135,973.50
93.045	2101CAHD6-00	<del>2023</del> 2024	ARP Act	\$ 135,973.50
<b>TOTAL:</b>				\$ 585,812

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$ 585,812
- I. **Total Amount of the Federal Award:** \$ 585,812
- J. **Federal Award Project Description:** American Rescue Plan Act of 2021, H.R. 1319; American Rescue Plan (ARP) for Supportive Services under Title III-B of the Older Americans Act; Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act; American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act; Special Programs for the Aging, Title III, Part C, Nutrition Services.
- 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:** ~~Erika Danezak~~ Claudia Harris,  
 Director (714) 480-6465,  
~~erika.danezak@occr.ocgov.com~~ claudia.harris@occr.ocgov.com

Field Code Changed

N. **CFDA Number and Name:** #93.044 American Rescue Plan (ARP) for Supportive Services under Title III-B of the Older Americans Act; Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; #93.045 American Rescue Plan (ARP) for Congregate Meals under Title III-C1 of the Older Americans Act; #93.045 American Rescue Plan (ARP) for Home Delivered Meals under Title III-C2 of the Older Americans Act; Special Programs for the Aging, Title III, Part C, Nutrition Services

O. **Whether Award is R&D:** No

P. **Indirect Cost Rate for the Federal Award:** 10%