

**THIRD AMENDMENT****CONTRACT No. 20-27-0041****BETWEEN THE COUNTY OF ORANGE****AND****AGE WELL SENIOR SERVICES, INC.****FOR THE PROVISION OF SERVICES FUNDED BY
U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES, ADMINISTRATION FOR
COMMUNITY LIVING GRANTS:****CFDA #93.044 / FAIN Pending
SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART B, GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS,
CFDA #93.045 / FAIN Pending
SPECIAL PROGRAMS FOR THE AGING, TITLE III,
PART C, NUTRITION SERVICES AND
CFDA #93.053 / FAIN Pending
NUTRITION SERVICES INCENTIVE PROGRAM:****ELDERLY NUTRITION PROGRAM SERVICES**

This Amendment to Contract No. 20-27-0041, hereinafter referred to as "Third Amendment" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Age Well Senior Services, Inc., a California non-profit Corporation, DUNS #792315459, with a place of business at 23101 Lake Center Drive, Suite 325, Lake Forest, CA 92630 hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party," or collectively as "Parties."

RECITALS

WHEREAS, County and Subrecipient entered into Contract No. 20-27-0041, hereinafter referred to as "original Contract," for the provision of Elderly Nutrition Program Services, commencing July 1, 2020 through June 30, 2021 in an amount not to exceed \$1,831,045; and

WHEREAS, on August 12, 2020, the County executed the First Amendment to the original Contract and increased the Contract by the monetary amount of \$160,402, for a new maximum obligation of \$1,991,447 and replaced Attachment A, Scope of Services, with Attachment A-1; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule(s), with Attachment C-1; and replaced Attachment E, Performance Standards with Attachment E-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

WHEREAS, on April 13, 2021, the County authorized the Second Amendment to and increased the Contract by the monetary amount of \$80,923, for a new maximum obligation of \$2,072,370 and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and replaced Attachment C-1, Budget Schedule(s), with Attachment C-2; and replaced Attachment D, Staffing Plan with Attachment D-1; and replaced Attachment F-1, Federal Award Identification with Attachment F-2; and

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

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

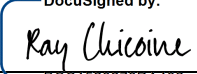
1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2021 through June 30, 2022, unless otherwise terminated by the County under the terms of the Contract.
2. The Contract Maximum Obligation, set forth in paragraph 5 of this Contract, is hereby increased during the renewal period by \$2,116,018, for a cumulative total amount of \$4,188,388.
3. Attachment B-2, Payment/Compensation, shall be replaced with Attachment B-3.
4. Attachment C-2, Budget Schedule(s), shall be replaced with Attachment C-3.
5. Attachment D-1, Staffing Plan, shall be replaced with Attachment D-2.
6. Attachment E-1, Performance Standards, shall be replaced with Attachment E-2.
7. Attachment F-2, Federal Award Identification, shall be replaced with Attachment F-3.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment on the dates with their respective signatures:

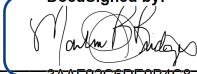
*Age Well Senior Services, Inc.

By:  DocuSigned by: Ray Chicoine
BCC1520270DA402...

Name: Ray Chicoine
(Print)

Title: Secretary

Dated: 3/31/2021

By:  DocuSigned by: Marlene Bridges
3AAF92C6DE0B4C8...

Name: Marlene Bridges
(Print)

Title: President

Dated: 4/1/2021

*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

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

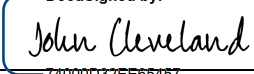
COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

APPROVED AS TO FORM DEPUTY COUNTY COUNSEL

By:  DocuSigned by: John Cleveland
74000D32EE65457...
DEPUTY COUNTY COUNSEL

Dated: 3/31/2021

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$2,116,018 for 12-months (July 1, 2021 – June 30, 2020) as set forth in Attachment A-2 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10th in one lump sum.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701

3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

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

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the tenth (10th) day of each month, showing the prior month's actual expenditures. If the 10th 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 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. 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.

6. CLOSE-OUT DEADLINES

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

7. 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.

8. 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.

9. INTEREST EARNED

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
 - i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

BUDGET SCHEDULE

Case Management, ENP: Congregate Meals, ENP: Home-Delivered Meals, In-Home Services,
and Transportation

Title III-B, Title III-C1 and Title III-C2

1. Subrecipient's Budget (July 1, 2021 – June 30, 2022):**Case Management**

Cost Categories	Budgeted Costs
Personnel	\$86,030
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$2,500
Other Costs	\$2,123
Indirect Costs	\$0
Total Budgeted Costs	\$90,653

Matching Funds	Match Amount
Cash	\$4,669
In-Kind	\$6,000
Total Match	\$10,669

ENP: Congregate Meals

Cost Categories	Budgeted Costs
Personnel	\$467,061
Travel and Training	\$55
Equipment	\$0
Food	\$270,402
Consultant/Professional Services	\$37,000
Other Costs	\$81,215
Indirect Costs	\$0
Total Budgeted Costs	\$855,733

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$76,087
Total Match	\$76,087

ENP: Home-Delivered Meals

Cost Categories	Budgeted Costs
Personnel	\$430,500
Travel and Training	\$1,605
Equipment	\$0
Food	\$495,518
Consultant/Professional Services	\$37,000
Other Costs	\$16,615
Indirect Costs	\$0
Total Budgeted Costs	\$981,238

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$66,791
Total Match	\$66,791

In-Home Services

Cost Categories	Budgeted Costs
Personnel	\$69,348
Travel and Training	\$455
Equipment	\$0
Consultant/Professional Services	\$13,332
Other Costs	\$0
Indirect Costs	\$0
Total Budgeted Costs	\$83,135

Matching Funds	Match Amount
Cash	\$0
In-Kind	\$9,784
Total Match	\$9,784

Transportation

Cost Categories	Budgeted Costs
Personnel	\$76,894
Travel and Training	\$0
Equipment	\$0
Consultant/Professional Services	\$8,000
Other Costs	\$20,365
Indirect Costs	\$0
Total Budgeted Costs	\$105,259

Matching Funds	Match Amount
Cash	\$12,388
In-Kind	\$0
Total Match	\$12,388

- 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.

STAFFING PLAN
Age Well Senior Services, Inc.
July 1, 2021 – June 30, 2022

I. Case Management

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Accountants	0.10
Grant Writer/Contract Manager	0.10
Case Manager	0.50
Assistant Case Manager	1.00
Data Base Coordinator	0.10
TOTAL:	2.00

II. ENP: Congregate Meals

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Site Managers	7.50
Accountants	0.33
Grant Writer/Contract Manager	0.33
Data Base Coordinator	0.40
Volunteers	13.50
Assistant Site Managers	2.50
VP of Operations	0.40
TOTAL:	25.16

III. ENP: Home-Delivered Meals

Title	FTE*
Chief Executive Officer	0.10
Chief Operating Officer	0.10
Site Managers	11.00
Accountants	0.33
Grant Writer/Contract Manager	0.33
Data Base Coordinator	0.40
Volunteers	11.50
Assistant Site Managers	2.40
VP of Operations	0.40
TOTAL:	26.56

IV. In-Home Services

Title	FTE*
Case Manager	0.50
Assistant Case Manager	1.00
TOTAL:	1.50

V. Transportation

Title	FTE*
Transportation Director	0.20
Transportation Department Assistant	0.20
Drivers	1.00
TOTAL:	1.40

*1.00 FTE = Full-Time Equivalent

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

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.

AGENCY NAME: AGE WELL SENIOR SERVICES, INC.					FISCAL YEAR: 2021-2022
PROGRAM NAME(S): ENP/Case Mgt/In-Home Svcs/Nutrition Transportation					
CONTRACT #: 20-27-0041					DATE:
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Elderly Nutrition Program	90,000	# of Congregate Meals	1,450	Registered	Congregate Meals (1 Meal): A meal provided to an eligible individual in a congregate group setting, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	358,000	# of Home-Delivered Meals	1,700		Home-Delivered Meals (1 Meal): A meal provided to an eligible individual in his or her place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
	1,450	# of Nutrition Education Sessions (Congregate)	1,450	Non-Registered	Nutrition Education (1 Session per Participant): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audiovisual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants. Nutrition Education is required quarterly per congregate site and per home-bound participant.
	3,000	# of Nutrition Education Sessions (Home Delivered)	1,700		
Case Management	1,935	# of Case Management Hours	250	Registered	Case Management (1 Hour): Assistance in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, providing follow-up and reassessment as required, and authorizing, purchasing and monitoring services provided to participants.

PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
In-Home Services	1,490	# of Personal Care Hours	14	Registered	Personal Care (1 Hour): Personal assistance, stand-by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).
	243	# of Homemaker Hours	8		Homemaker (1 Hour): Assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.
	301	# of Chore Hours	94		Chore (1 Hour): Assistance such as heavy housework, yard work or sidewalk and other home maintenance for an older adult.
Transportation	8,000	# of One-Way Trips	100	Non-Registered	Transportation (1 One Way Trip): Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

1. Federal Award Identification

- A. **Subrecipient Name:** Age Well Senior Services, Inc.
- B. **Subrecipient's Unique Identifier (DUNS):** 792315459
- C. **Federal Award Identification Number (FAIN):** TBD
- D. **Federal Award Date:** 2021-2022
- E. **Subaward Period of Performance:** July 1, 2021 to June 30, 2022
- F. **Total Amount of Federal Funds Obligated by the Action:** \$ 1,734,585

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	TBD	2021	Title III-B	\$139,523.50
93.044	TBD	2022	Title III-B	\$139,523.50
93.045	TBD	2021	Title III-C1	\$373,244
93.045	TBD	2022	Title III-C1	\$373,244
93.045	TBD	2021	Title III-C2	\$233,749.50
93.045	TBD	2022	Title III-C2	\$233,749.50
93.053	TBD	2021	Title III-C NSIP	\$120,775.50
93.053	TBD	2022	Title III-C NSIP	\$120,775.50
TOTAL:				\$1,734,585

G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$1,734,585

H. **Total Amount of the Federal Award:** \$ 1,734,585

I. Federal Award Project Description:

- For III-B Programs – Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- For III-C Programs – Special Programs for the Aging, Title III, Part C, Nutrition Services
- For NSIP – Nutrition Services Incentive Program

J. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living

K. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging

L. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, ericka.danczak@occr.ocgov.com

M. CFDA Number and Name: #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; #93.045 Special Programs for the Aging, Title III, Part C, Nutrition Services; and #93.053 Nutrition Services Incentive Program

N. Whether Award is R&D: No

O. Indirect Cost Rate for the Federal Award: 10%