



AMENDMENT No. 2

CONTRACT No. MA-012-22011462

BETWEEN THE COUNTY OF ORANGE

AND

DAYLE MCINTOSH CENTER FOR THE DISABLED

FOR THE PROVISION OF

AGING AND DISABILITY RESOURCE CONNECTION PROGRAM SERVICES

This Amendment to Contract No. MA-012-22011462, hereinafter referred to as "Amendment No. 2" is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Dayle McIntosh Center for the Disabled, D-U-N-S No. 055028468, a California non-profit corporation, with a place of business at 501 N. Brookhurst St., Suite 102, Anaheim, CA 92801-5202, hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party," or collectively as "Parties."

RECITALS

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

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

WHEREAS, the County now desires to amend the original Contract; and make a minor modification to Paragraph 55 of the original Contract; and replace Attachment A, Scope of Services, with Attachment A-1; and replace Attachment B-1, Payment/Compensation, with Attachment B-2; and replace Attachment C-1, Budget Schedule, with Attachment C-2; and

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

1. Paragraph 55. S.W.A.G of the Contract shall be amended to read as follows:

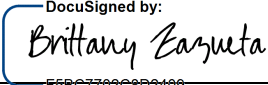
- “55. S.W.A.G. The Subrecipient and its Subcontractor/Vendors shall comply with Governor’s **memo dated** 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”
2. Attachment A, Scope of Services, shall be replaced with Attachment A-1.
 3. Attachment B-1, Payment/Compensation, shall be replaced with Attachment B-2.
 4. Attachment C-1, Budget Schedule, shall be replaced with Attachment C-2.
 5. Exhibit 6, Civil Rights Laws Certification, is hereby added and incorporated by reference.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the dates with their respective signatures:

*Dayle McIntosh Center for the Disabled

By: 
Name: Brittany Zazueta
(Print)
Title: Interim Executive Director
Dated: 9/22/2022

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

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

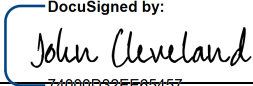
For Contractors that are not corporations, the person who has authority to bind the Contractor to a Contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Deputized Purchasing Agent
OC Community Resources

Dated: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By: 
DEPUTY COUNTY COUNSEL

Dated: 9/22/2022

SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

A. Hours of Operation and Schedules

1. 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

2. Holiday Operation Schedules:

Contractor must ensure that service delivery of program(s) is available throughout the holiday seasons. 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

B. Funding Requirements

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

Contractor 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. Contractor 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. Contractor also shall provide the services listed below to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Contractor 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 paragraph shall be construed to limit Contractor's responsibilities for elder abuse reporting as set forth in this Contract.

- Coordination of services. Contractor 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. Contractor shall work collaboratively with County, 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. Contractor's Records

1. Contractor shall keep true and accurate accounts, records, financial and statistical data, which shall correctly reflect the business transacted by Contractor 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. Contractor 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 Contractor and all documents related to this Contract shall be kept available at Contractor'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 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. Contractor 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 Contractor'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.

D. Information Integrity and Security

1. Information Assets. Contractor 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) herein referred to as Personal, Sensitive and Confidential Information (PSCI) 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 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. Contractor is required to use 128-Bit encryption for PSCI data that is collected and stored under this Contract that is confidential, sensitive, and/or personal information including data 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) Contractor shall ensure that all PSCI 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) Contractor shall protect from unauthorized disclosure, PSCI 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) Contractor shall not use PSCI in Section "iii" above for any purpose other than carrying out Contractor's obligations under this Contract. Contractor and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
 - e) Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 - f) Contractor may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Contractor employees and volunteers handling PSCI 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. Contractor 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) and Personal, Sensitive and Confidential Information (PSCI). Contractor agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
 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. Contractor must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

7. Security Breach Notifications. Notice must be given by the Contractor to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Contractor 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. Contractor 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. Contractor shall ensure that all data, files, and backup files are encrypted.

E. Access

Contractor 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 Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

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 Contractor during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Contractor's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Contractor'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. Contractor cooperation. Contractor 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 Contractor 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. Contractor 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 Contractor. If Contractor is a non-profit organization, Contractor 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 Contractor. If Contractor is a local government, Contractor 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 Contractor wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Contractor 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 H, property refers to all assets used in operation of this Contract.
 - 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 \$5,000 for all equipment purchased after June 30, 2020 (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. Contractor 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. Contractor shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
 6. Contractor shall record, at a minimum, the following information when property is acquired:
 - a) Date acquired
 - b) Item description (include model number)
 - c) CDA tag number
 - d) Serial number (if applicable)
 - e) Purchase cost or other basis of valuation

- f) Fund source
7. Disposal of Property:
- a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Contractor 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. Contractor 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 Contractor. 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 Contractor's inventory report.
 - b) Contractor 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, fully documented and the Contractor shall promptly notify OoA.
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. Contractor 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 Contractor has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Contractor's dissolution or upon termination of this Contract, Contractor shall provide a final property inventory to County. The State reserves the right to require Contractor 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 Contractor's dissolution, County will issue specific written disposition instructions to Contractor.
13. Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Contractor 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
14. Contractor 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. Contractor 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. Allowable Advertising Expenses

Only the following advertising expenses are allowable:

1. Costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.
2. The recruitment of personnel required for performance of this grant.
3. The procurement of goods and services for the performance of this grant.
4. Program outreach and other specific purposes necessary to meet the requirements of this grant.

J. Unallowable Expenses

Expenses such as, but not limited to, the following are unallowable expenditures and will NOT be paid under this Contract:

1. Bad Debts
2. Lobbying activities
3. Political or legislative advocacy work
4. Food/refreshments (including bottled water or water service)
5. Fundraising
6. Interest, penalty charges or bank fees
7. Out of state travel, except as approved through the budget and invoicing process
8. Advertising expenses not stated in the above section
9. Contingency fund for reserves
10. Supplies that do not have a direct application to the approved budget
11. Consumer wages/subsidies/stipends/incentives

12. Employee cash bonuses or loans
13. Cash assistance to consumers including vendor payments, deposits or fees for services
14. Entertainment
15. Expenses which are described as “miscellaneous” or “etc.”
16. Clothing
17. Modular equipment/panels
18. Moving expenses
19. Staff training that does not have a direct application to the allowable activities and approved budget
20. Severance pay
21. Memberships and/or dues that do not have direct application to grant services
22. Commute mileage
23. Building maintenance (Examples: building repairs, replacement of windows or any improvement of real property)
24. Promotional and marketing items colloquially known as “Stuff We All Get” or “S.W.A.G.”

K. General Regulations

Contractor 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 county 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 Contractor shall comply with the following:

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

Contractor 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

Contractor 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

Contractor 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 Contractor internal policies are not used in violation of California Civil Rights Laws.

d. Contractor assures the OoA and State that is 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. Contractor 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. Contractor 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 Contractor'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.

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 Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - Copeland "Anti-Kickback" Act. [18 USC 874, 40USC 3145]
 - Davis-Bacon Act. [40USC 3141 et seq.] [29 CFR 5]
 - Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - 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 Contractor shall comply with all applicable orders or requirements issued under the following laws:

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

L. Expenditure of Funds

1. Contractor 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 Contractor from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the 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 Contractor 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.

M. Subcontractor

Contractor shall:

1. Monitor subcontractors' ADRC Infrastructure Grants and Program budgets, expenditures, and any subsequent amendments and revisions to all budgets and program narratives. Furthermore, the Contractor shall, monitor on an ongoing basis, the subcontractors' use of grant funds through reporting, site visits, regular contact, or other means to assure the subcontractors administer services in compliance with applicable laws, regulations, and the provisions of this Contract.
2. 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. Contractor and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
3. Shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
4. 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.
5. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.
6. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
7. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
8. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.
9. Shall not obligate funds for this Contract in any subcontracts for services beyond the ending date of this Contract.
10. Shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

II. General Program Requirements

Contractor 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 provided 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. Contractor 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. 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.
9. Provide written policies and methods of implementation regarding income structure for all programs.
10. Conduct a participant satisfaction survey annually and tabulate results. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants

in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.

11. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

B. Elder Abuse

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.
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.
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. AGING, DISABILITY, AND RESOURCE CONNECTION (ADRC) EXPECTATIONS & REQUIREMENTS

The Aging and Disability Resource Connection (ADRC) program serves older individuals, caregivers, and individuals with disabilities with information and access to available long-term services and supports (LTSS) at the local level. ADRCs empower individuals to consider all options, make informed decisions, and access community LTSS that help them meet their personal goals for independence. Based on the principle of a “no wrong door” system of entry, ADRCs build on the strength of existing community agencies, including Area Agencies on Aging and Independent Living Centers and many others, to provide a more coordinated system of information and access for all persons seeking LTSS. ADRC partner organizations minimize confusion, enhance individual choice, and support informed decision making. ADRC partnerships exist in several areas of the state facilitating access to LTSS based on each individual’s needs, preferences, and goals.

Local ADRC organizations offer these four core services to consumers:

- Enhanced Information and Assistance – Medi-Cal and non-Medi-Cal LTSS information that can be trusted
- Person-Centered Options Counseling – Person-centered LTSS decision support
- Short-Term Service Coordination – Intervention with at-risk situations and streamlined applications to public programs
- Facility Transition Services – Coordinating transition from costly nursing facilities back to the community

The purpose of this contract is to support Emerging and Designated ADRCs in developing, implementing, and sustaining a local No Wrong Door (NWD) system that enhances consumer access to existing long-term services and supports options through funding from the ADRC Infrastructure Grants Program pursuant to the California Welfare and Institutions Code sections 9120-9122. Access is defined as:

- Connecting individuals to existing LTSS options;
- Support for navigating the healthcare and long-term care system;

- Enhancing and/or converting service delivery models (i.e., converting to virtual and/or web-based services) to overcome consumer challenges in obtaining existing LTSS options;
- Adopting system change initiatives to improve care coordination for consumers and provide streamlined access to existing LTSS options;
- Improving coordination and integration between healthcare and long-term care service providers; and
- Establishing consumer-friendly entry points, or new interfaces, for people seeking LTSS options at the community level.

A. Definitions:

1. **ADRC Core Partners** means Area Agency(ies) on Aging and Independent Living Center(s) (ILC) jointly approved by the State as an Emerging ADRC or Designated ADRC Program.
2. **Consumers** means older adults, people with disabilities and caregivers, family and friends of older adults and people with disabilities, of any age and income, who are seeking LTSS.
3. **Service Functions** in reference to ADRC and this Contract, means a minimum of the following services: Enhanced Information and Referral Services, Options Counseling, Short-Term Service Coordination, and Transition Services.
4. **Designated ADRC** is a local partnership operating an ADRC program and has the ARRC Designation Criteria as outlined by CDA.
5. **Enhanced Information and Referral Services** means coordinated local systems that provide information on the full range of LTSS options and referrals to extended partner organizations via a formal referral process.
6. **Extended Partners** means organizations that, along with the ADRC Core Partners, form the local ADRC and No Wrong Door (NWD) System. Extended Partners form the local ADRC and NWD System but are not designated to independently operate as an ADRC Program.
7. **ILC** means an Independent Living Center
8. **LTSS** means Long Term Services and Supports.
9. **Marketing/Outreach Plan** means a plan developed by the local ADRC Core Partners for publicizing the ADRC and its local services to local consumers.
10. **No Wrong Door System** means a system that enables consumers to access all long-term services and supports (LTSS) through one agency, organization, coordinated network, or portal, and that provides information regarding the availability of

LTSS, how to apply for LTSS, referral services for LTSS otherwise available in the community, and either a determination of financial and functional eligibility for LTSS or assistance with assessment processes for financial and functional eligibility for LTSS (Welf. & Inst. Code §9121(b)).

11. **Options Counseling** means a session(s) with a professional, trained in person-centered options counseling, who provides person-centered counseling support to consumers planning for LTSS.
12. **Outreach** means activities that identify and reach target populations with information about the local ADRC and its services.
13. **Person-Centered Practices** include both person-centered thinking and person-centered planning, and incorporate a philosophy that strives to ensure a consumer remains in charge of his/her own decisions regarding LTSS.
14. **Short-Term Service Coordination** means a personalized service coordination for the purpose of stabilizing a situation for consumers whose health, safety and welfare are at risk and will likely experience an emergency or be unnecessarily admitted to a nursing facility, hospital or other institution. This also includes streamlined application assistance to public programs.
15. **Subcontractor** means the legal entity that has a formal agreement for receiving funds from the Contractor to carry out allowable program cost activities approved under this Contract. A Subcontractor shall be responsible for assisting the Contractor in meeting the goals of the Contract.
16. **Subcontract** means a legal agreement between the Contractor and Subcontractor(s) for carrying out allowable program cost activities and/or vendor(s) for providing goods or services under this Contract.
17. **Transition Services** means professional or peer coordination and facilitation services necessary to support a consumer's right to move from a long-term care facility back to a community-based setting.
18. **Vendor** means an entity selling goods or services to the Contractor during the Contractor's performance of this contract.

B. Language

1. The Contractor 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. Contractor 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. Contractor shall notify its employees of clients’ rights regarding language access and Contractor’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:
 - English
 - Chinese (Traditional)
 - Korean
 - Spanish
 - Vietnamese (pre-1975)

C. Scope of Services

The Contractor and OoA shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
3. Maintain ADRC status and be in good standing with the CDA by meeting the requirements in the California Welfare and Institutions Code sections 9120-9122, and the California ADRC Designation Criteria.

4. Participate in training and technical assistance provided by CDA, OoA, and other State and local-level partners, as required by CDA and OoA.
5. Identify Contractor's and OoA's primary contact person who shall stay informed of policy/procedural changes related to this Contract and communicate relevant changes to ADRC Core and Extended Partners.
6. Maintain a "No Wrong Door System" as defined in the Welf. & Inst. Code §9121(b) in the designated area served by the ADRC.
7. Shall endeavor to expand its No Wrong Door/ADRC related services by continuing to partner with additional local LTSS organizations.
8. Establish and maintain the following four ADRC core services/functions in the designated areas served by the ADRC.
 - a) Enhanced information and referral services and other assistance at hours that are convenient for the public.
 - b) Options counseling to consumers concerning available LTSS programs and public and private benefits programs.
 - c) Short-term service coordination.
 - d) Transition services from hospitals to home and from skilled nursing facilities to the community.
9. Identify ADRC partner organizations as ADRC partners on their websites, walk-in office locations, and printed and electronic materials, as reasonable and appropriate, by using the State ADRC logo. The Contractor must require the same of any extended partner organizations in its subcontracts.
10. Work collaboratively to expand ADRC partnerships in order to ensure provision of the mandated core services of Enhanced Information and Referral/Assistance, Options Counseling, Short-Term Service Coordination, and Transition Services as described in the California Health & Human Services Agency, Aging and Disability Resource Connection Designation Criteria.
11. Set forth uniform operational policies and procedures to guarantee a seamless delivery system.
12. Recruit, train, and manage sufficient staff to carry out the full functions of the ADRC OC system.

13. Develop and implement comprehensive marketing strategies to reach older adults, people with disabilities of any age, caregivers, and family and friends of consumers from the targeted populations.
14. Provide outreach and education to ADRC OC partner agencies, targeted groups, and other community organizations upon request.
15. Continue to coordinate the ADRC advisory committee composed of representatives from the aging and disability communities, ADRC consumers including veterans, providers of healthcare, housing, transportation, caregiver services and other areas related to LTSS.
16. Disseminate a consumer satisfaction survey to be used in program evaluation and improvement.
17. Update and maintain the ADRC OC website.
18. Jointly prepare and submit quarterly progress reports.
19. Explore and apply for additional funding to support the operations of the ADRC.
20. Maintain consumer, program, and fiscal information for seven years following the termination of this contract or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records.

The Contractor shall:

1. Continue to employ an ADRC Program Manager who will direct ADRC OC activities with the OoA manager and extended partners, co-facilitate the ADRC OC Advisory Committee, Supervisor and Program meetings and supervise program staff.
2. Manage all ADRC OC administrative and direct service staff.
3. Collect and analyze specified demographic data relevant to consumers served by the ADRC, as well as data specific to Orange County and target populations.

The OoA shall:

1. Train and equip call center staff to provide information and assistance in person and/or over the phone to ADRC OC clients.

2. Update and expand the resource referral database including the the databases available online and via the mobile application.
3. Collect and analyze specified demographic data relevant to consumers served by the ADRC, as well as data specific to Orange County and target populations.
4. Serve as the ADRC OC's lead fiscal agent for any grant money received from CDA and/or other funding entities.

D. Data and Reporting Provisions

Contractor 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:
 - a. Participant records are kept and stored in a confidential manner.
 - b. Collection and reporting of program data.
 - c. Accuracy of data.
 - d. Verification of data prior to submission to the County.
 - e. Procedures on correcting data errors.
 - f. A methodology for calculating and reporting:
 - i. Total estimated unduplicated clients in each non-registered service.
 - ii. Total estimated unduplicated clients in all non-registered services.
 - iii. Total estimated unduplicated clients across all registered and non-registered services.
 - g. Performance data monitoring process.
 - h. Accuracy and authenticity of the number of eligible participants served each day.
2. 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.
3. 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.
 - iii. Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
 - iv. Assigning priority for enrollment based on Wait List.

4. 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.
5. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
6. Maintain appropriate documentation on each participant.
7. 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.
8. All fiscal and program data must be reported monthly. All reports are due to County by the 15th day of the month following the month of service, unless otherwise approved by the County.
9. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
10. Maintain records, by month, that support claimed in-kind expenditures.
11. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
12. 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.
21. Reporting provisions specific to the ADRC program. Contractor must comply with the following reporting requirements:
 - a) Submit accurate quarterly ADRC data reports to OoADataTeam@occr.ocgov.com by the dates listed below during the performance of this contract. ADRC data reports shall adhere to the ADRC Data Collection and Reporting Instructions as described on CDA's website.

Quarter	Reporting Period	Due Date
Quarter 1	July 1 – September 30	October 15 th
Quarter 2	October 1 – December 31	January 15 th
Quarter 3	January 1 – March 31	April 15 th
Quarter 4	April 1 – June 30	July 15 th

- b) Submit Annual Grant Report at the end of each grant period describing the outcomes of the ADRC program as a result of this contract.
- c) Explain and/or correct questionable financial and service report data in Contractor's submission to OoA.

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Contractor for up to: \$715,738 for 12-months (July 1, 2022 – June 30, 2023) as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENT TERMS:

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

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Contractor will reimburse the County for disputed/disallowed monies identified after July 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 Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

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

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

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Contractor shall timely transmit to County all data required pursuant to this Contract. Contractor also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Contractor receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Contractor must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and the 12th month close-out invoice.

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

5. BUDGET REVISIONS & BUDGET MODIFICATIONS

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

6. FULL COMPENSATION

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the

execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

7. CLOSE-OUT DEADLINES

- A. The 11th month invoice is due on the 10th of June without exceptions. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget modifications and/or invoice revisions from the Contractor will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Contractor must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

8. CONTRIBUTIONS

- A. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Contractor shall protect the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Contractor by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

9. THIRD-PARTY REVENUE

Contractor shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Contractor shall be reported to County in the

format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

10. INTEREST EARNED

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

BUDGET SCHEDULE

Dayle McIntosh Center

Aging, Disability, and Resource Connection (ADRC)

July 1, 2022 – June 30, 2023

1. Contractor's Budget:

Administrative Costs	\$10,899
Program Costs	
Personnel (Salaries and Benefits)	\$495,151
Services and Supplies	\$144,621
Indirect Costs	\$65,067
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$715,738

**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 2022 invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Revision Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Revision Request(s) from Contract Administrator prior to implementation by Subrecipient.

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Contractor shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Contractor from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall

include, at a minimum, the following items when reimbursable and applicable under this Contract:

- a) Administration Costs – Administrative Costs are the financial costs characterized by the following types of activities:
 - Dollar value of salaries and benefits associated with staff time dedicated towards the administration of ADRC (i.e., human resource, accounting services, etc.).
 - Cost of training for performing ADRC-related administrative functions such as record keeping and accounting, etc.
 - Cost of compiling and reporting ADRC data to OoA and/or CDA.
 - Administration Indirect Costs (as defined in the following section).
- b) Program Costs – includes program-related personnel, fringe benefits, outreach, training, supplies, equipment and travel.
- c) Indirect Costs
- d) Subcontracted Service Costs
- e) Equipment – including detailed descriptions and unit costs.

4. Indirect Costs

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

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
 DGS OLS 04 (Rev. 01/17)

Attachment K
 EXHIBIT 6
 DEPARTMENT OF GENERAL
 SERVICES OFFICE OF LEGAL
 SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Dayle McIntosh Center for the Disabled	95-3313707
By (Authorized Signature)	
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: left; font-size: 8px; margin-bottom: 2px;">DocuSigned by:</div> <div style="font-family: cursive; font-size: 24px; margin: 0;">Brittany Zazueta</div> </div> <div style="font-size: 8px; margin-top: 2px;">F5BC7702C8D2400...</div>	
Printed Name and Title of Person Signing	
<div style="display: flex; justify-content: space-between;"> Brittany Zazueta Interim Executive Director </div>	
Executed in the County of	Executed in the State of
Orange	CA
Date Executed	
9/22/2022	