



**TWELFTH 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 2201CAOASS-01  
SPECIAL PROGRAMS FOR THE AGING, TITLE III,  
PART B, GRANTS FOR SUPPORTIVE SERVICES AND SENIOR CENTERS,  
CFDA #93.045 / FAIN 2201CAOACM-01 and 2201CAOAH-01  
SPECIAL PROGRAMS FOR THE AGING, TITLE III,  
PART C, NUTRITION SERVICES AND  
CFDA #93.053 / FAIN 2201CAOANS-01  
NUTRITION SERVICES INCENTIVE PROGRAM:**

**ELDERLY NUTRITION PROGRAM SERVICES**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

**WHEREAS**, on May 24, 2022, the County executed the Ninth Amendment to the original Contract to renew the Contract for an additional one-year period effective July 1, 2022 through June 30, 2023; and revised Paragraph 2 of the Contract to reflect the new Contract term; and increased the Contract by the monetary amount of \$2,955,724 under FY 2022-23 for a cumulative Contract total amount of

\$7,337,186; and made other minor modifications to the Contract; and replaced Attachment A-5, Scope of Services, with Attachment A-6; and replaced Attachment B-6, Payment/Compensation, with Attachment B-7; and replaced Attachment C-8, Budget, with Attachment C-9; and replaced Attachment D-5, Staffing Plan with Attachment D-6; and replaced Attachment E-5, Performance Standards, with Attachment E-6; and replaced Attachment F-7, Federal Award Identification, with Attachment F-8; and

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

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

**WHEREAS**, County now desires to amend the Original contract; make a minor modification to Paragraph 55; replace Attachment A-6, Scope of Services, with Attachment A-7; replace; and add Exhibit 7, Civil Rights Laws Certification, and require Subrecipient to execute the same,

**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:
 

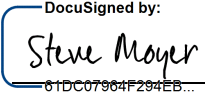
“55. S.W.A.G. The Subrecipient and its Subcontractor/Vendors shall comply with Governor’s ~~Executive Order~~ **memo dated** 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”
2. Attachment A-6, Scope of Services, shall be replaced with Attachment A-7.
3. Exhibit 7, California Civil Rights Laws Certification, is hereby added and incorporated into the Contract by reference. Subrecipient shall execute Exhibit 7, and provide the executed document to the County, concurrently with executing this Twelfth Amendment.

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 Twelfth Amendment on the dates with their respective signatures:

\*AGE WELL SENIOR SERVICES, INC.

By:  DocuSigned by: Steve Moyer  
61DC07964F294EB...

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

Name: Steve Moyer  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: CEO

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

Dated: 2/21/2023

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

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

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

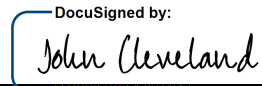
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**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

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

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

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

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

Dated: 2/21/2023

**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.

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

**2. Holiday Operation Schedules:**

Subrecipient 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.

<b>County Observed Holidays</b>	
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 Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

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

Additional Services. Subrecipient also shall provide the services listed below to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

- Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.
- Coordination of resources. Subrecipient shall work collaboratively with 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. Subrecipient's Records**

1. Subrecipient shall keep true and accurate accounts, records, financial and statistical data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. If Contract is

completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract, and are returned to OoA or transferred to another Subrecipient as instructed by OoA.

3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.

#### **D. Information Integrity and Security**

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) 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 may be in hard copy or electronic format and may include (but are not limited to):

- a) Reports
  - b) Notes
  - c) Forms
  - d) Computer, laptops, cellphones, printers, scanners
  - e) Networks (LAN, WAN, WIFI) servers, switches, routers
  - f) Storage media, hard drives, flash drives, cloud storage
  - g) Data, applications, databases
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for 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) Subrecipient 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) Subrecipient 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) Subrecipient shall not use the PSCI in Section “iii” above for any purpose other than carrying out Subrecipient’s obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
  - e) Subrecipient 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. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f) Subrecipient may allow a participant to authorize the release of 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 Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient 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. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient 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. Subrecipient 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 Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

#### **E. Access**

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

#### **F. Evaluation and Monitoring**

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and when applicable, inspection of food preparation sites.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and

evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives.

4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

### **G. Procurement**

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

### **H. Property**

1. Unless otherwise provided for in this Paragraph 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 \$500 (desktop or laptop setup, is considered a unit, if purchased as a unit), for all equipment purchased prior to July 1, 2020.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) 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.
  - f) All property reported on the CDA 32 Form prior to July 1, 2020 must continue to be reported until the Subrecipient has obtained approval to dispose from OoA and CDA.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
  4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
  5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.

6. Subrecipient shall record, at a minimum, the following information when property is acquired:
  - a) Date acquired
  - b) Item description (include model number)
  - c) CDA 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, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
  - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient 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. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.

12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
  - a) Another CDA program providing the same or similar service
  - b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

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

Subrecipient shall:

1. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), as it applies to this Contract.
2. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include

same-sex spouses and marriages legally entered into as described herein. [USC 7 – Section 3 of the Defense of Marriage Act].

3. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.

4. Nondiscrimination

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

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

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

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

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

- c. California Civil Rights Laws

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

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

- d. Subrecipient assures the OoA and State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
- e. Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.

## 5. Conflict of Interest

- a. Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.
- b. This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

## 6. Facility Construction or Repair

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

- a. When applicable for purposes of construction or repair of facilities, the Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
  - Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
  - Davis-Bacon Act. [40 USC 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 Subrecipient shall comply with all applicable orders or requirements issued under the following laws:

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

#### **J. Expenditure of Funds**

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

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]



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

**K. Voluntary Contributions**

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

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

**L. Subcontractor**

Subrecipient shall:

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

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

## II. General Program Requirements

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

### A. Program

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are 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. Subrecipient shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
9. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
10. Provide written policies and methods of implementation regarding income structure for all programs.
11. Conduct a participant satisfaction survey annually and tabulate results. County 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.

12. 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 including but not limited to: reporting identified and/or suspected instances of elder abuse, referring inquiries related to elder abuse to the appropriate agency(ies), etc..

**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.

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

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

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

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

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

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

#### B. **Definitions**

The following definitions apply to the Elderly Nutrition Program:

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

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



8. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to the nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietician or individual of comparable expertise as defined in the OAA.
9. **Nutrition Screening** means completion of a nutrition screening checklist by eligible individuals to determine if they are at nutrition risk. A nutrition screening checklist is a federal public information collection requirement in the Older Americans Act Performance System (OAAPS).
10. **Nutrition Services** means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites.
11. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
12. **Offer Versus Serve** means participants are to be given an opportunity to decline a menu item.
13. **Registered Dietitian** means a person who shall be both:
  - a) Qualified as specified in Sections 2585 and 2586, Business and Professions Code; and
  - b) Registered by the Commission on Dietetic Registration.
14. **Shelf Stable Meals** as defined by United States Department of Agriculture are foods that can be safely stored at room temperature, or “on the shelf.” These non-perishable products include jerky, country hams, canned and bottled foods, rice, pasta, flour, sugar, spices, oils, and foods processed in aseptic or retort packages and other products that do not require refrigeration until after opening. Not all canned goods are shelf stable. Some canned food, such as some canned ham and seafood, are not safe at room temperature. These will be labeled “Keep Refrigerated.”
15. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide

one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)].

16. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition education, and nutrition risk screening.

### C. **Language**

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

- Vietnamese (pre-1975)

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

1. **Purpose** – To provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older adults in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.
2. **Goals** – To maintain or improve the physical, psychological, and social well-being of older adults, by providing or securing appropriate nutrition services.
  - a) Meet the requirements under OAA 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
3. **Objectives:**
  - a) Give preference to older adults in greatest economic or social need with particular attention to low-income minority individuals;
  - b) Promote and maintain high food safety and sanitation standards;
  - c) Promote good health behaviors through nutrition education and nutrition screening of participants;
  - d) Promote or maintain coordination with other nutrition-related supportive services for older adults;
  - e) Maintain or increase the number of meals served consistent with funding levels and inflation;
  - f) Promote increased cost effectiveness through improved program and food service management; and,
  - g) Enable older adults to remain independent and at home for as long as possible, avoiding premature institutionalization.

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

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

1. Ensure services are provided only to the Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient

shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.

5. Operate at a lesser frequency in a service area where such frequency is not feasible, and a lesser frequency is approved by the County.
6. Provide at least one (1) meal per day.
7. Serve meals at least five (5) days per week throughout the service area, but not necessarily five (5) days per week at each site.
8. Comply with the CRFC and the local health department regarding safe and sanitary preparation and service of meals.
9. Title III meals must be compliant with the Older Californians Nutrition Program Menu Guidance.
10. Comply with the Division of Occupational Safety and Health (Cal/OSHA), California Department of Industrial Relations requirements regarding staff and participant safety.
11. Comply with all applicable requirements of Program Memoranda issued by the California Department of Aging. Program Memoranda are located on the CDA website at <http://www.aging.ca.gov>.
12. Conduct a nutrition screening of congregate and home delivered nutrition services participants in accordance with federal requirements found in Section 339 of the OAA (42 U.S.C. 3030g-21).
13. Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C. 5122(2).
14. When it is known or reasonably suspected that a program participant has been the victim of abuse, report the abuse to the authorities in accordance with Section 15630, Welfare and Institutions Code.
15. Have a written grievance process that is consistent with the grievance process of the County, for reviewing and attempting to resolve complaints by ENP participants against the Subrecipient.
  - a) Home-delivered meals clients will be advised of the process either orally or in writing upon the provider's contact with the client.
  - b) Notification of the process shall be posted in visible and accessible areas, such as the bulletin boards of congregate nutrition sites.

16. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)]
  - a) Develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
17. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal program increases.
18. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
19. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
20. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
21. Not require proof of age, citizenship, or disability as a condition of receiving services.
22. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
23. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
24. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
25. Subrecipient shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - a) Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

- b) Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - c) Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
26. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
- a) state, "The materials or product were a result of a project funded by a contract with the California Department of Aging".
  - b) give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c) include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

#### **F. Staffing**

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

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

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

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

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

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

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

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

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

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

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

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

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

1. When planning the menus, the California Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered.
  - a) Menus shall conform to the age-appropriate criteria referenced in the sources.
2. Menus shall be planned for a minimum of four (4) weeks and submitted to County via email at [OoAHealthandNutrition@occr.ocgov.com](mailto:OoAHealthandNutrition@occr.ocgov.com) for County registered dietician approval thirty (30) days prior to the menu start date.
  - a) Menu cycles shall include the availability of seasonal foods.
  - b) A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a registered dietitian to ensure compliance with [22 CCR 7638.5]



- c) A copy of the County approved menu must be posted in a spot conspicuous to clients at each congregate site.
  - d) Copies of the County approved menu(s) shall be made available to the participants upon request.
  - e) Menus shall be legible and easy to read in the language of the majority of the participants. [22 CCR 7638.5]
3. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
    - a) Comply with mandatory maintenance of labels for all food/food additives containing any fat, oil, or shortening, and the ban of oil, shortening or margarine containing artificial trans-fat. (CRFC 114377)

**I. Food Procurement**

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

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

**J. Food Storage**

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

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

**K. Food Production**

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

1. Ensure that meals are compliant with the Older Californians Nutrition Program Menu Guidance.
2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRIs), are safe, of good quality, and at the lowest reasonable cost.
3. Meals shall be served as indicated on the certified menus. If a menu substitution must occur, the following procedure must be followed:
  - a) The Subrecipient's Registered Dietitian must approve all menu substitutions.
  - b) A menu substitution form must be completed and signed by the Subrecipient's Registered Dietitian.
  - c) The completed menu substitution form shall be kept on file for County review.
4. Food production procedures shall comply with Title 22, CRFC standards, and HACCP principles guidelines.
5. Food production and meal service shall be under the supervision of a staff person trained in food service management to ensure food service sanitation and the practices of hygienic food handling techniques are followed.
  - a) This person shall function with the advice of the provider's registered dietitian.
6. Production schedules or worksheets must be available in the food preparation area.
7. Food shall be prepared in sufficient quantities to serve all participants.
  - a) Careful planning shall minimize the leftover food and prevent waste.
8. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
9. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
10. Food shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
11. Meals shall be served to seniors as "offer versus serve."
12. Temperature Checks:
  - a) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen and checked at all congregate sites upon delivery and immediately before meal service.
  - b) Have written procedures for monitoring food temperature.

- c) Use a Food Temperature Log to document food temperatures daily
  - i. Review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
- d) Document temperatures for hot and cold foods at the end of each HDM route once a month.
- e) Completed Food Temperature Logs must be maintained on file for County review.
- f) Prepared food's holding time shall be kept to a minimum and not exceed two (2) hours outside temperature control.
- g) Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
- h) Single service utensils and tableware shall be used one time only and discarded after use.
- i) The provider shall have a sign posted in the congregate area informing the participants of one of the following:
  - 1. Food removed from the congregate site is at the participant's risk; or
  - 2. Food is not permitted off the premises due to safety concerns.

#### **L. Food Service Requirements**

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

- 1. Ensure that the following forms are available, completed daily, and maintained at each nutrition site for a minimum of twelve (12) months:
  - a) Food Temperature Log – one should be available for congregate and home delivered nutrition services if hot or cold foods are provided to the client.
  - b) Cleaning Schedule.
  - c) Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
  - d) Production Schedule – applicable only if food is cooked at the site.
  - e) The current Environmental Health Inspection Report shall be available at the site for review.

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

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

- 1. Outreach/Marketing Activities:

- a) Provide outreach in the community through community organizations and other groups.
    - i. Outreach and marketing activities shall be documented and kept on file.
  - b) Develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving minority communities.
2. Emergency Procedures:
- a) Have a written Emergency/Disaster Plan.
  - b) Nutrition sites shall have an evacuation plan posted identifying the emergency exits and assembly areas.
  - c) Staff and volunteers must be knowledgeable of emergency procedures.
  - d) Where feasible and appropriate, make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2).
    - i. Such arrangements shall be included in the Emergency/Disaster Plan.
3. Voluntary Contributions:
- a) Eligible individuals who receive meals shall be given the opportunity to contribute to the cost of the meal.
  - b) Develop a suggested contribution amount.
    - i. When developing this contribution amount, the income ranges of the older adults in the community and the Subrecipient's other sources of income shall be considered.
  - c) No eligible individual shall be denied participation because of failure or inability to contribute.
  - d) Protect the privacy and confidentiality of each participant with respect to the participant's contribution or lack of contribution.
  - e) Contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
  - f) A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate nutrition services site. A guest fee shall cover all meal costs.
  - g) Clearly inform the participant that there is no obligation to contribute to the cost and the contribution is clearly voluntary.
  - h) Establish procedures to safeguard and account for all contributions.
4. Coordination:
- a) If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public

transportation to and from nutrition sites and have the policy available for review by County.

- b) Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community-based system of care for the participants attending nutrition sites.

5. Participant Satisfaction Survey:

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

**N. CONGREGATE NUTRITION SERVICES REQUIREMENTS**

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

1. Include procedures for obtaining the views of participants about the services received.
2. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
3. Provide the opportunity for each congregate nutrition services participant to complete the participant intake form by the third day of beginning meal service and annually thereafter.
4. Ensure the accuracy and authenticity of the number of eligible participant meals served each day.
5. Congregate nutrition services sites must have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.

6. Congregate nutrition services sites must have restrooms, lighting, and ventilation, which meet the requirements of CRFC.
7. Congregate nutrition services sites must have equipment, including tables and chairs that are sturdy and appropriate for older adults.
  - a) Tables shall be arranged to assure ease of access and encourage socialization.

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

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

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

**P. NUTRITION EDUCATION REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

**A. Definitions**

1. **Case Management** means assistance either in the form of access coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics, which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.
2. **Eligible Service Population for Title III-B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7].
3. **In-Home Services** means Personal Care, Homemaker, and Chore services to provide assistance for frail older adults who otherwise could not remain in their homes
  - a) **Personal Care**: Personal assistance, stand-by assistance, supervision or cues (such as with eating, bathing, toileting, transferring in/out of bed/chair, walking, dressing, grooming).
  - b) **Homemaker**: Assistance such as preparing meals, shopping for personal and household items, managing money, using the telephone or doing light housework.



- c) Chore: Assistance such as heavy housework, yard work or sidewalk and other home maintenance for an older adult.
4. **Priority Services for Title III-B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
5. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.] and CDA Program Memoranda, and California Retail Food Code (CRFC).
6. **Title III-B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
7. **Supportive Services** means services which maintain individuals in home environments and avoid institutional care.
8. **Transportation** means transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

## **B. Language**

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County’s language policy, to ensure that “alternative communication services” are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
- a) Interpreters or bilingual providers and provider staff.
  - b) Contracts with interpreter services.
  - c) Use of telephone interpreter lines.
  - d) Sharing of language assistance materials and services with other providers.
  - e) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

- f) Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 11162]
  4. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
  5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
  6. The five threshold languages in the County of Orange are:
    - English
    - Chinese (Traditional)
    - Korean
    - Spanish
    - Vietnamese (pre-1975)

### **C. Scope of Services**

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

1. Ensure services are provided only to the defined Eligible Service Population.
2. Provide program information and assistance to the public.
3. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.
4. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
5. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the Office on Aging.

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).
7. Secure the opportunity for eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
8. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
9. Not require proof of age, citizenship, or disability as a condition of receiving services.
10. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
11. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by OoA and CDA.
12. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
13. Subrecipient shall assure that its call center staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
  - d) Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
  - e) Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
  - f) Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
14. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
  - a) state, “The materials or product were a result of a project funded by a contract with the California Department of Aging”.
  - b) give the name of the entity, the address, and telephone number at which the supporting data is available and

- c) include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
15. In addition to the scope of services mentioned above, the following are additional scope of services specific to the mentioned programs:

Scope of Services specific to Case Management

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

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

Scope of Services specific to Transportation

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

**IV. DATA AND REPORTING PROVISIONS**

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
  - A. Written procedures shall include but not limited to:
    - 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:
      - a. Total estimated unduplicated clients in each non-registered service.
      - b. Total estimated unduplicated clients in all non-registered services.
      - c. Total estimated unduplicated clients across all registered and non-registered services.
    - g) Performance data monitoring process.
    - h) Accuracy and authenticity of the number of eligible participants served each day.
2. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations.
  - A. Make every effort to meet the approved goals and objectives stipulated in Attachment E (Performance Standards) of this contract.
  - B. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval from the County.
3. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
4. Ensure data is collected for the unmet need, as requested by CDA and/or County.
  - A. Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
    - a) Pre-screening individuals to determine eligibility.
    - b) Managing applicants' placement on and removal from Wait List.
    - c) Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
    - d) Assigning priority for enrollment based on Wait List.
5. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

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

- C. Entries into A&D shall be made monthly before the 15<sup>th</sup> day of the month for the previous' months data reporting unless otherwise approved by the County.
- a) Nutrition education sessions and participant counts are to be reported quarterly.
- D. The A&D system will be locked quarterly for data reconciliation as follows:

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

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

## V. TRANSITION PLAN

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

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

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

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



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

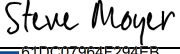
Attachment A  
 EXHIBIT 7  
 DEPARTMENT OF GENERAL  
 SERVICES OFFICE OF LEGAL  
 SERVICES

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
Age Well Senior Services, Inc.	93-1163563
By (Authorized Signature)	
<div style="border: 1px solid black; border-radius: 5px; padding: 2px;"> <small>DocuSigned by:</small>    <small>61DC07964F294EB...</small> </div>	
Printed Name and Title of Person Signing	
Steve Moyer                      CEO	
Executed in the County of	Executed in the State of
Orange	CA
Date Executed	
2/21/2023	