

Contract MA 012-26011094
For
AGING AND DISABILITY RESOURCE CONNECTION
PROGRAM SERVICES
Between
OC Community Resources
And
DAYLE MCINTOSH CENTER FOR THE DISABLED



**MA 012-26011094
 BETWEEN
 COUNTY OF ORANGE
 AND
 DAYLE MCINTOSH CENTER FOR THE DISABLED
 FOR
 AGING AND DISABILITY RESOURCE CONNECTION PROGRAM SERVICES**

This Contract MA 012-26011094 for Aging And Disability Resource Connection Program Services (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), and Dayle McIntosh Center For The Disabled, a Dayle McIntosh Center for the Disabled (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

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

- Attachment A – Scope of Services
- Attachment B – Payment and Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – California Civil Rights Law Certification

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Aging and Disability Resource Connection Program Services under a firm fixed fee Contract; and,

WHEREAS, the State of California requires an Aging and Disability Resource Connection Program to have at a minimum, two core partners comprised of an Area Agency on Aging and Independent Living Center. In Orange County, the designated Area Agency on Aging is the County of Orange/Office on Aging and the designated Independent Living Center is the Contractor, as set forth herein; and,

WHEREAS, Contractor agrees to provide Aging and Disability Resource Connection Program Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and,

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

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

WHEREAS, Contractor agrees to meet the Staffing Plan requirements set forth in attached hereto as Attachment D; and

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

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into a Contract for Aging and Disability Resource Connection Program Services with the Contractor to carry out certain program services and activities for the Fiscal Year FY 2026-27.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

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

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

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

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

“DUNS Number” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

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

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

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

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

"Subcontract" means any form of legal agreement between County and the Subcontractor, including an agreement that the County or Subcontractor would consider to be a contract, including vendor type agreements for providing good or services under this Contract.

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

“UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.

ARTICLES

GENERAL TERMS AND CONDITIONS

1. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

2. Entire Contract:

This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Procurement Agent or designee.

3. Amendments:

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

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4. Taxes:

Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.

5. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

7. Warranty:

Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

8. Patent/Copyright Materials/Proprietary Infringement:

Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

9. Assignment:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

10. Non-Discrimination:

In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.

11. Termination:

In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.

12. Consent to Breach Not Waiver:

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

13. Independent Contractor:

Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

14. Performance Warranty:

Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with

performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

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

17. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time

during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

20. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

21. Severability:

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

22. Attorney Fees:

In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

23. Interpretation:

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

24. Employee Eligibility Verification:

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

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

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

26. Contingency of Funds:

Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

27. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

INDEMNIFICATION AND INSURANCE PROVISIONS**1. Indemnification**

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

2. General Insurance Requirements

Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If

Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

3. Commercial General Liability

Minimum limits and coverage

\$1,000,000 per occurrence; \$2,000,000 aggregate

Required Coverage Forms

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

Required Endorsements

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

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

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

4. Automobile Liability including coverage for owned, non-owned and hired vehicles

Minimum limits and coverage

\$1,000,000 combined Single Limit

Required Coverage Forms

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

5. Workers' Compensation

Minimum limits and coverage

Statutory

Required Endorsements

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

6. Employers Liability Insurance

Minimum limits and coverage

\$1,000,000 per accident or disease

7. Network Security & Privacy Liability

Minimum limits and coverage

\$1,000,000 per claims-made

Required Endorsements

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

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

If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

8. Professional Liability

Minimum limits and coverage

\$1,000,000 per claims-made or occurrence; \$1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

9. Sexual Misconduct

Minimum limits and coverage

\$1,000,000 per occurrence

Required Endorsements

If Contractor's Sexual Misconduct is a "Claims-Made" policy, Contractor shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Aging and Disability Resource Connection Program Services Items from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. Term of Contract:

The initial term of this Contract shall become effective Wednesday, July 1, 2026 and shall continue for one (1) calendar year, unless otherwise terminated as provided herein.

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) year. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Maximum Obligation:**

The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$535,522 as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Scope of Services.

5. **Adjustments – Scope of Services:**

No adjustments made to the Scope of Services will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

6. **Bills and Liens:**

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

7. **Breach of Contract:**

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

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
- D. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

8. **Civil Rights:**

Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.

9. **Conflict of Interest – Contractor's Personnel:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's

officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

10. Conflict of Interest – County Personnel:

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

11. W-9/W-8 Requirements:

Department of the Treasury, Internal Revenue Service Form W-9 Requirement:

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Contractor, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

12. Contractor's Project Manager and Key Personnel:

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

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

13. Contractor Personnel – Reference Checks:

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

14. Contractor's Expense:

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

15. Contractor's Records:

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

16. Conditions Affecting Work:

Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

17. Debarment:

Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

18. Data – Title To:

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

A. Copyrights

County of Orange
OC Community Resources

MA 012-26011094
Dayle McIntosh Center for the Disabled
Aging And Disability Resource Connection Program Services

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1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Paragraph 14(B) below.
2. The Contractor may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Contractor after receiving a decision from CDA.
3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Contractor hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Contractor also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County. CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Contract, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of the Standard Agreement for Contract Number AP-1920-22 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

19. Default – Re-Procurement Costs:

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

20. County Branding and Funding Source Identification Requirements:**Publicity, Literature, Advertisement and Social Media**

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

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

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

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Project Manager.
3. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Project Manager. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

Contractor shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.

21. Disputes – Contract:

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Contractor shall submit to the agency/department assigned Deputy Procurement Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
- B. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

22. Drug-Free Workplace:

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).

- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
1. The dangers of drug abuse in the workplace;
 2. The organization's policy of maintaining a drug-free workplace
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
1. Will receive a copy of the company's drug-free policy statement; and
 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Contractor has made false certification, or
 2. Contractor violates the certification by failing to carry out the requirements as noted above.

23. EDD Independent Contractor Reporting Requirements:

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

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm

The failure of Contractor to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

24. Emergency/Declared Disaster Requirements:

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and Contract number.

25. Error and Omissions:

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary, and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

26. Equal Employment Opportunity:

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

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of

the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

27. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

28. Lobbying:

On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

29. News/Information Release:

Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.

30. Precedence:

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

31. Substitutions:

The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.

32. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain

responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

33. Termination – Orderly:

After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

34. Usage:

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

35. Usage Reports:

Contractor shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

36. Reports/Meetings:

The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

37. Project Manager, County:

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor

in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice from the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Contractor’s Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor’s Project Manager from providing further services under the Contract.

38. Permits and Licenses:

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor’s obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

39. Inventory:

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

40. Order Dates:

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contractor must clearly identify the order date on all invoices to County.

41. Notices:

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties’ Project Managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	DAYLE MCINTOSH CENTER FOR THE DISABLED
Attn:	Brittany Zazueta
Address:	501 N. Brookhurst Street, Suite #102, Anaheim, CA 92801
Phone:	(714) 621-3300 ext. 363
Email:	Bzazueta@daylemc.org

County's Project Manager: OC Community Resources	
Attn:	Marco Rodriguez
Address:	1300 S. Grand Ave., Bldg B, 2 nd Floor Santa Ana, CA 92701
Phone:	(714) 480-6482
Email:	Marco.Rodriguez@occr.ocgov.com

cc: OC Community Resources/Procurement Services	
Attn:	Rita Gore, County DPA
Address:	County Administration South Santa Ana, CA 92701
Phone:	(714) 480-2873
Email:	rita.gore@occr.ocgov.com

ADDITIONAL TERMS AND CONDITIONS - OFFICE ON AGING

1. Debarment

Subrecipient shall execute and abide by the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions", attached hereto and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

2. Lobbying Certification

A. Subrecipient shall execute and abide by the terms of the "Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements," which is attached hereto and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County's Project Manager the "Disclosure of Lobbying Activities," a copy of which is attached hereto and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.

B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

3. Fraud

Subrecipient shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

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

4. Fiscal Appropriations

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

5. Fiscal Accountability

A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient’s system shall provide fiscal control and accounting procedures that will include the following:

1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
2. Effective internal controls to safeguard assets and assure their proper use;
3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
4. Source documentation to support accounting records; and
5. Proper charging of costs and cost allocation.

B. Subrecipient’s Records. Subrecipient’s records shall be sufficient to:

1. Permit preparation of required reports;
2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and;
3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

6. Dissolution of Entity

Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

7. Performance Standards

Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements defined in the " Scope of Services" Attachment and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

A. Accepted professional standards. The performance of work and Services pursuant to this Contract by Subrecipient and its subcontractor’s, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor’s, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.

C. Reporting requirements

i. Subrecipient shall retain all collected data for the periods specified in the Audit Requirements Paragraph of this Contract. County has the right to review this documentation at any time during normal business hours.

iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

iv. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.

v. Within 10 days of award of this Contract the Subrecipient must inform the OoA of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.

- a. Supervising the collection of, or collecting data from this program;
- b. Compiling collected data and reconciling it to data collected;
- c. Recording collected data in a format required by OoA, using an application required by OoA;
- d. Distributing forms and reports to the responsible person and collecting completed forms; and
- e. As required, completing all required OoA/CDA forms.

vi. Computer Interface Capability: Subrecipient’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the OoA to provide the required CDA reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.

vii. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

8. Payments

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

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

A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.

B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.

C. Invoices: Subrecipient shall provide monthly invoices by the 15th day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the "OC Community Resources Contract Reimbursement Policy" for documenting Subrecipient costs, incorporated herein by reference. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.

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

9. Budget Schedule

Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the "Budget Schedule" Attachment, a copy of which is attached hereto, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

10. Modification of Budget Schedule

Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.

11. Annual Audit

Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in the " Scope of Services" Attachment and which by this reference is incorporated herein and made a part hereof as if fully set forth.

12. Audit Requirements

A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:

- i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
- ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs "B" or "C" below, or for such longer period as the State or County deem necessary.

B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph "A" and "C".

C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.

D. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit cards statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.

E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Subrecipient to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning July 1st and ending June 30th.

F. Sub-contract provisions. Subrecipient shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph "A", "B", and "C" above.

G. Audit.

i. If Subrecipient expends more than \$1,000,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient's fiscal year and in accordance with 2 CFR Part 200, Subpart F, "Audit Requirements of States, Local Governments, and Non-Profit Organizations," which is incorporated herein by reference. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$1,000,000.

ii. Subrecipient shall take the following actions in connection with such audit:

a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient's audit report;

b. Adjust its own records as necessitated by the audit;

c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;

d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;

e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;

f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;

g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;

h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;

i. Cooperate with and participate in any further audits which may be required by County or the State;

j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;

k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is

l. performed by an independent auditor, and is organization-wide;

iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.

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

13. Non-Discrimination and Compliance Provisions

A. State laws.

i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the

nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.

iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Non-Discrimination and Compliance Provisions Paragraph "A" in all sub-contracts to perform work under this Contract.

B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92 261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.

D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

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

14. Drug Free Workplace

Subrecipient shall execute and abide by the "Drug Free Workplace Certification" attached hereto as and incorporated herein by this reference.

15. D-U-N-S Number and Related Information

D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

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

the County at the County’s request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

UEI Number and Related Information

A. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Contract. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.

B. The Subrecipient must register the UEI number and maintain an “Active” status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>

C. If County cannot access or verify “Active” status the Subrecipient’s UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Subrecipient’s data entry for its UEI number, the Subrecipient must immediately update the information as required.

16. Modification of Program Components and Service Levels

The Parties hereto agree that those program components and service levels detailed in the varies Attachments in this Contract may be modified upon mutual written agreement of the Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in the varies Attachments in this Contract then the County shall have the right to unilaterally modify this Contract to meet such requirements.

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

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

B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:

- i. It does not materially change the terms of this Contract, and
- ii. It is supported by adequate consideration to County.

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

17. Complaint Resolution Process and Grievance Procedures for Participants

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

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

18. Sectarian Activities

Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

19. Policies and Procedures

Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's Policies and Procedures when applicable.

20. Sweat-free Code of Conduct

All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records,

documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

21. S.W.A.G

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

22. Corporate Status

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

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

23. Compliance with Other Laws

A. Laws related to Contract. Subrecipient and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.

B. Laws applicable to Subrecipient's operations. Subrecipient and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to wages and hours of employment, occupational safety, fire safety, health and sanitation.

C. Federal environmental laws. If the amount of compensation Subrecipient shall receive under this Contract exceeds \$100,000, Subrecipient and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:

- i. Clean Air Act as amended (42 U.S.C. 7401)
- ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
- iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
- iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

D. State Energy Plan. Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).

E. Withholding. Subrecipient shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

F. Elder abuse reporting. Subrecipient shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Subrecipients, subcontractors or volunteers to provide services supported by this Contract, Subrecipient shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Subrecipient shall retain the originals of all such signed forms.

G. Debarment.

- i. Subrecipient shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
- ii. Subrecipient shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.

H. State and local environmental and land use laws.

i. Subrecipient shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Subrecipient further agrees to provide Administrator proof that Subrecipient has complied with, and maintains compliance with, all zoning regulations and that Subrecipient has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.

ii. By signing this Contract, Subrecipient swears under penalty of perjury that Subrecipient is not:

- a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. finally determined to be in violation of provisions of federal law relating to air or water pollution.

I. Failure to comply. If Subrecipient fails to comply with the requirements of any Sections of this Compliance with Other Laws Paragraph, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with the Termination Paragraph .

24. Focal Points

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

25. Covenant Against Contingent Fees

1. The Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.

2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

26. Set-Off

In addition to, and cumulative of, all other remedies at law, in equity or provided under this Contract, County may set off against any and all amounts otherwise payable to Subrecipient pursuant to any of the provisions of this Contract: (A) any and all amounts claimed by County in good faith to be owed by Subrecipient to County pursuant to any of the provisions of this Contract; (B) any and all amounts claimed by County in good faith to be owed by Subrecipient pursuant to any other written agreement between the Parties; and (C) any costs previously invoiced by Subrecipient that (i) have been determined by the County, or applicable California or federal authority, to be disallowed or ineligible under Office on Aging/CDA and/or all applicable laws, regulations, and requirements set forth in the Compliance with Other Laws Paragraph of this Contract, and (ii) have not been reimbursed to the County after sixty-days' notice that such cost is disallowed or ineligible under Office on Aging/CDA. Within forty-five (45) calendar days after any such set-off by County, County shall provide Subrecipient with a written accounting of such set-off and a written statement of the reasons therefore.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

DAYLE MCINTOSH CENTER FOR THE DISABLED

<small>DocuSigned by:</small> <i>Brittany Zazueta</i>	Brittany Zazueta	Executive Director	4/9/2026
<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Rita Gore	Deputy Purchasing Agent
<small>Printed Name</small>	<small>Title</small>

<small>Signature</small>	<small>Date</small>

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By	<small>Signed by:</small> <i>John Cleveland</i>
	<small>74000D325FE65457</small> Deputy
	4/9/2026
<small>Date</small>	

* If the contracting party is a corporation, (2) two signatures are required:

- one (1) signature by the Chairman of the Board, the President or any Vice President; and
- one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

ATTACHMENT A
SCOPE OF SERVICES

I. GENERAL REQUIREMENTS

A. Hours of Operation and Schedules

1. Regular Hours of Operation:

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

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

2. Holiday Operation Schedules:

Contractor must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year’s Day
California Native American Day	Martin Luther King Jr. Day
Veteran’s Day Observed	Lincoln’s Day
Thanksgiving Day	President’s Day
Day after Thanksgiving	Memorial Day

B. Funding Requirements

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

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

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

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

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

C. Contractor's Records

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

D. Information Integrity and Security

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

Information assets include (but are not limited to):

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

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

E. Access

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

F. Evaluation and Monitoring

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Contractor during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Contractor's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Contractor's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and when applicable, inspection of food preparation sites.
3. Contractor cooperation. Contractor shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives. Contractor shall also ensure timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 45, 75.352].
4. Failure to comply. Failure by Contractor to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

G. Procurement

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

H. Property

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

- a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
 - a) Has a normal useful life of at least one (1) year and has a per unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020, requires justification from Subrecipient (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 and must be included in the approved budget.
 - b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones and cellphones), requires justification from Subrecipient. Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost and must be included in the approved budget.
 - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives), requires justification from Subrecipient. Prior written approval from the County and CDA is needed for purchase of all portable electronic storage media, regardless of cost, and must be included in the approved budget.
 - d) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
 3. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
 4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
 5. Contractor shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Contractor shall submit and certify their reported property inventory annually to County unless otherwise directed by Administrator.
 6. Contractor shall record, at a minimum, the following information when property is acquired:
 - a) Date acquired

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

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

I. Allowable Advertising Expenses

Only the following advertising expenses are allowable:

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

J. Unallowable Expenses

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

1. Bad Debts
2. Lobbying activities
3. Political or legislative advocacy work
4. Food/refreshments (including bottled water or water service)
5. Fundraising
6. Interest, penalty charges, late fees, or bank fees
7. Out of state travel, except as approved through the budget and invoicing process
8. Purchase of equipment, except as approved through the budget and invoicing process
9. Advertising expenses not stated in the above section
10. Contingency fund for reserves
11. Supplies that do not have a direct application to the approved budget
12. Consumer wages/subsidies/stipends/incentives
13. Employee cash bonuses, prizes for contests or loans
14. Cash assistance to consumers including vendor payments, deposits or fees for services
15. Entertainment
16. Expenses which are described as “miscellaneous” or “etc.”

17. Clothing
18. Modular equipment/panels
19. Moving expenses (e.g., mileage, storage, or rental of vehicles)
20. Staff training that does not have a direct application to the allowable activities and approved budget
21. Severance pay or COBRA
22. Memberships and/or dues that do not have direct application to grant services
23. Commute mileage
24. Building maintenance (e.g., any type of building repairs, replacement of windows or any improvement of real property except as outlined in the Facility Construction or Repair section of this Contract)
25. Promotional and marketing items colloquially known as “Stuff We All Get” or “S.W.A.G.”
26. Assistive Technology (e.g., ramps or wheelchairs) that does not directly provide physical access to an ADRC partnership’s facility as outlined in the Facility Construction or Repair section of this Contract.
27. Gift cards or gift certificates (physical or electronic)
28. Raffles
29. Social events (meal: breakfast, lunch, or dinner); souvenirs (e.g., party favors); or rewards for providing services or goods.
30. In-kind goods, services, or transactions.

K. General Regulations

Contractor shall:

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

periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.

4. Nondiscrimination

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

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

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

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

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

c. California Civil Rights Laws

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

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

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

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

5. Conflict of Interest

a. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In

the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.

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

6. Facility Construction or Repair

ADRC Infrastructure Grants may be used for facility construction or repair.

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - Copeland "Anti-Kickback" Act. [18 USC 874, 40USC 3145] [29 CFR 3]
 - Davis-Bacon Act. [40USC 3141 et seq.] [29 CFR 5]
 - Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by OoA and CDA.
- c. When funding is provided for construction and non-construction activities, the Subrecipient must obtain prior written approval from OoA and CDA before making any fund or budget transfers between construction and non-construction.

7. Contracts in Excess of \$100,000

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

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

L. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with the Contract.

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

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

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

M. Subcontractor

Contractor shall:

1. Monitor subcontractors' ADRC Infrastructure Grants and Program budgets, expenditures, and any subsequent amendments and revisions to all budgets, annual ADRC plan, and other program-related submissions. Furthermore, the Contractor shall, monitor on an ongoing basis, the subcontractors' use of grant funds through reporting, site visits, regular contact, or other means to assure the subcontractors administer services in compliance with applicable laws, regulations, and the provisions of this Contract.
2. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Contractor and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
3. Shall require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
4. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
5. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.
6. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.

7. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
8. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.
9. Shall not obligate funds for this Contract in any subcontracts for services beyond the ending date of this Contract.
10. Shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

II. General Program Requirements

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

A. Program

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provided referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community. Contractor shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
9. Provide written policies and methods of implementation regarding income structure for all programs.
10. Conduct a participant satisfaction survey annually and tabulate results. County must approve the survey instrument prior to its use, and all findings from the survey must be used to improve services. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the tabulated results, along with a summary detailing a plan of action addressing relevant concerns of participants in order to improve program services to County by the end of the third quarter of the fiscal year in which it is conducted.
11. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

B. Elder Abuse

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

C. Staffing and Organization

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

D. Insurance

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

E. Emergency Preparedness Practices and Facility Requirements

1. Provide written emergency operation plans on-site
2. Provide the County with a copy of an Emergency Operations Plan.
3. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.

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

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

PREAMBLE:

California Senate Bill 80 (SB 80), (Chapter 27, Statutes of 2019), established the first state Aging and Disability Resource Connection (ADRC) Infrastructure Grants Program in 2019. The ADRC program develops coordinated networks of programs and services (No Wrong Door Systems) to serve the needs of older adults, people with disabilities and caregivers in navigating the fragmented/complicated system of long-term services and supports and achieving their personal goals and preferences for healthy aging. It enables consumers to access all long-term services and supports (LTSS) through one agency, organization, coordinated network, or portal.

California Welfare and Institutions Code, Section 9121, requires the California Department of Aging (CDA) to award grants to interested and qualified Area Agencies on Aging (AAA) and Independent Living Centers (ILC) to complete the planning and application process (as an Emerging ADRC) for designation and approval to operate as an ADRC program. In addition, grant funds may also be awarded to aid Designated ADRCs for the purpose of sustaining, expanding, and strengthening a No Wrong Door (NWD) System.

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

Local ADRC organizations offer these four core services to consumers:

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

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

- Connecting individuals to existing LTSS options;
- Support for an individual seeking information to understand the healthcare and long-term services and support options available;
- Enhancing and/or converting service delivery models (i.e., converting to virtual and/or web-based services) to overcome consumer challenges in obtaining existing LTSS options;
- Adopting system change initiatives to improve care coordination for consumers and provide streamlined access to existing LTSS options;
- Improving coordination and integration between healthcare and long-term care service providers; and
- Establishing and maintaining consumer-friendly entry points and interfaces at the local community level that are easy for individuals to find and access LTSS options.

A. Definitions:

1. **ADRC** means Aging and Disability Resource Connection.
2. **ADRC Core Partners** means the Area Agency(ies) on Aging and Independent Living Center(s) (ILC), along with additional organizations identified by a local ADRC as Core Partners, jointly approved by the State as an Emerging ADRC or Designated ADRC Program.
3. **ADRC Designation Criteria** means the criteria and standards used by the California Department of Aging (CDA) for approving and designating an ADRC. The Designation Criteria may be found on the CDA website.
4. **Consumers** means older adults, people with disabilities, and their caregivers, family and friends, of any age and income, who are seeking access to long-term services and supports.
5. **Designated ADRC** is a local partnership operating an ADRC program that has been verified by the State as meeting the ADRC Designation Criteria to operate as a local coordinated network for supporting consumers with navigating long-term services and supports in a local community.
6. **Enhanced Information and Referral Services** means coordinated local systems that provide information on the full range of LTSS options and referrals to extended partner organizations via a formal referral process.
7. **Extended Partners** means organizations that, along with the ADRC Core Partners, form the local ADRC and No Wrong Door (NWD) System. Extended Partners form the local ADRC and NWD System but are not designated to independently operate as an ADRC Program.
8. **ILC** means an Independent Living Center
9. **LTSS** means Long Term Services and Supports.
10. **Marketing/Outreach Plan** means a plan developed by the local ADRC Core Partners for publicizing the ADRC and its local services to local consumers.
11. **No Wrong Door System** means a system that enables consumers to access all long-term services and supports (LTSS) through one agency, organization, coordinated network, or portal, and that provides information regarding the availability of LTSS, how to apply for LTSS, referral services for LTSS otherwise available in the community, and either a determination of financial and functional eligibility for LTSS or assistance with assessment processes for financial and functional eligibility for LTSS (Welf. & Inst. Code §9121(b)).
12. **Options Counseling** means a session(s) with a professional, trained in person-centered options counseling, who provides person-centered supports for a consumer seeking LTSS.
13. **Outreach** means activities that identify and reach target populations with information about the local ADRC and its services.

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

B. Language

The five threshold languages in the County of Orange are:

- English
- Chinese (Traditional)
- Korean
- Spanish
- Vietnamese (pre-1975)

C. Scope of Services

The Contractor and OoA shall:

1. Provide program information and assistance to the public.
2. Maintain a program data collection and reporting system as specified in the Reporting Provisions section of this contract.

3. Maintain ADRC status and be in good standing with the CDA by meeting the requirements in the California Welfare and Institutions Code sections 9120-9122, and the California ADRC Designation Criteria.
4. Participate in training and technical assistance provided by CDA, OoA, and other State and local-level partners, as required by CDA and OoA.
5. Identify Contractor's and OoA's primary contact person who shall stay informed of policy/procedural changes related to this Contract and communicate relevant changes to ADRC Core and Extended Partners.
6. Develop/Maintain a "No Wrong Door System" as defined in the Welf. & Inst. Code §9121(b) in the area served by the ADRC.
7. Shall endeavor to expand its No Wrong Door/ADRC related services by continuing to partner with additional local LTSS organizations.
8. Provide navigation to long-term services and supports by establishing and implementing the following four ADRC service functions in the areas served by the ADRC.
 - a) Enhanced information and referral services and other assistance at hours that are convenient for the public.
 - b) Options counseling to consumers concerning available LTSS programs and public and private benefits programs.
 - c) Short-term service coordination.
 - d) Transition services from hospitals to home and from skilled nursing facilities to the community.
9. Identify ADRC partner organizations on ADRC Core Partner website(s), walk-in office locations, and printed and electronic materials, as reasonable and appropriate, by using the State ADRC logo. The Contractor must require the same of any extended partner organizations in its subcontracts.
10. Work collaboratively to expand ADRC partnerships in order to ensure provision of the mandated core services of Enhanced Information and Referral/Assistance, Options Counseling, Short-Term Service Coordination, and Transition Services as described in the California Health & Human Services Agency, Aging and Disability Resource Connection Designation Criteria.
11. Set forth uniform operational policies and procedures to guarantee a seamless delivery system.
12. Recruit, train, and manage sufficient staff to carry out the full functions of the ADRC OC system.
13. Develop and implement comprehensive marketing strategies to reach older adults, people with disabilities of any age, caregivers, and family and friends of consumers from the targeted populations.

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

The Contractor shall:

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

The OoA shall:

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

D. Data and Reporting Provisions

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
 - a) Written procedures shall include but not limited to:
 - a. Participant records are kept and stored in a confidential manner.
 - b. Collection and reporting of program data.
 - c. Accuracy of data.
 - d. Verification of data prior to submission to the County.
 - e. Procedures on correcting data errors.
 - f. A methodology for calculating and reporting:
 - i. Total estimated unduplicated clients in each non-registered service.
 - ii. Total estimated unduplicated clients in all non-registered services.
 - iii. Total estimated unduplicated clients across all registered and non-registered services.
 - g. Performance data monitoring process.
 - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
3. Ensure data is collected for the unmet need, as requested by CDA and/or County.
 - a) Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for:
 - i. Pre-screening individuals to determine eligibility.
 - ii. Managing applicants' placement on and removal from Wait List.
 - iii. Periodically reviewing the eligibility and identified needs of applicants on the Wait List.
 - iv. Assigning priority for enrollment based on Wait List.
4. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
5. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
6. Maintain appropriate documentation on each participant.
7. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
8. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
9. Maintain records, by month, that support claimed in-kind expenditures.

10. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
11. 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.
20. Reporting provisions specific to the ADRC program. Contractor must comply with the following reporting requirements:
 - a) Collaborate with OoA to draft an original Annual ADRC Plan (CDA 7039) for submission to CDA within the timeframe provided by OoA. Annual ADRC Plan must provide sufficient justification to support the budget and comprehensively describe how ADRC Infrastructure Grants Program funding shall be used to meet the purposes as identified in the California Welfare and Institutions Code sections 9120-9122 and the California ADRC Designation Criteria.
 - b) Submit the ADRC Service Data Report Form (CDA 7029) to CDA by January 31, April 30, July 31, and October 31. ADRC data reports shall adhere to the ADRC Service Data Report Instructions (CDA 7029i).
 - c) Submit a minimum of fifty (50) Consumer Experience Survey responses from the fiscal year to CDA/OoA. OoA shall provide additional instructions to submit the survey responses.
 - d) Explain and/or correct questionable financial and service report data in Contractor's submission to OoA.

**ATTACHMENT B
PAYMENT/COMPENSATION**

I. COMPENSATION:

This is a cost reimbursement Contract between the County and the Contractor for up to: \$535,522 beginning July 1, 2026 – June 30, 2027. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum exceeding the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs 3. Amendments and 15. Changes of the County's General Terms and Conditions.

II. BUDGET TERMS:

A. Detailed Budget: Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging through the assigned Box Folder. Invoices shall be submitted based upon these detailed budgets.

B. Budget revisions are changes made to the budget line items on Attachment C.

1. Budget revisions initiated by Contractor must be limited to no more than two (2) times per program, per Fiscal Year.

2. Budget revisions requests initiated by Contractor must be submitted no later than 60 days before the end of the contract term.

C. Budget modifications are changes made to the detailed budget

1. Budget modifications initiated by Contractor must be limited to no more than three (3) times per program, per Fiscal Year.

2. Budget modification requests are approved based on County discretion.

D. Contractor must include a justification narrative specifying the purpose of the revision or modification.

E. All additional budget revision and budget modification requests initiated by Contractor may be denied. Special consideration may be given for extenuating circumstances, but approval is not guaranteed.

III. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted as specified below, upon the completion of the services/activities and approval of the County. Payment shall be made within thirty (30) days after receipt of a properly prepared invoice in a format acceptable to the County. All invoices shall be verified and approved by County prior to payment and processed in accordance with the County's routine procedures. The responsibility for providing an acceptable invoice rest with the Contractor.

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

Payments made by the County shall not preclude the rights of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. If costs are disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle and/or Contractor will reimburse the County for disputed/disallowed monies in one lump sum upon identification of the disputed/disallowed costs.

IV. INVOICING INSTRUCTIONS:

- A. Contractor shall submit an invoice(s) and other substantiating reports as County may require, all in a form satisfactory to County, by the fifteenth (15th) day of each month. If the 15th falls on a weekend or holiday, the invoice/data report is due on the next business day. If Contractor receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by County. County shall make monthly payments based on Contractor's data, invoice(s), and substantiating reports, unless otherwise approved by County.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Contractor must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and 12th month close-out invoice.
- C. No payments will be made if any preceding months' invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Contractor which are determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR Part 200.31 and 45 CFR 75.2)
- E. Whenever Contractor is not in compliance with any provision of this Contract, County may withhold payment until such time as Contractor comes into compliance.
- F. Any late submission for the 1st through 10th invoices will result in technical assistance finding during program monitoring.

V. CLOSE-OUTS

- A. The 11th month invoice is due on the 10th of the 12th month of the Contract without exceptions. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of month following the end of the Contract term without exceptions. In cases of returned invoices due to errors or Disallowed costs, Contractor must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for invoice revisions from the Contractor will only be allowed at the County's discretion.

- D. Contractor must submit 12th month invoice estimates by the 10th of the 12th month of the Contract. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the 11th and 12th month invoices will result in a finding during monitoring, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

VI. FULL COMPENSATION

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

**ATTACHMENT C
BUDGET SCHEDULE**

Dayle McIntosh Center
Aging, Disability, and Resource Connection (ADRC)
July 1, 2026 – June 30, 2027

I. CONTRACTOR’S BUDGET:

The following Budget is set forth for informational purposes only, and may be adjusted by mutual agreement, in writing, of Contractor and County.

Program Costs	\$487,433
Administrative Costs	\$48,089
Amount Not to Exceed	\$535,522
Total Recipient Local Share/Match (Cash and/or In-Kind)	Not Applicable

Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of July 2026 invoices, a detailed budget must be submitted to the County for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

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

II. The above Budget Display is an overview of the actual budget approved by the County. Contractor shall be responsible for and maintain the approved Detailed Budget that is provided to Contractor from County. The Detailed Budget shall be maintained and completed in accordance with the County policies and processes. Any deviation from the County approved budget, may and can delay acceptance of budgets and/or reimbursements.

III. The Detailed Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor’s Detailed Budget shall include, at a minimum, the following items when reimbursable and applicable under this Contract:

A. Personnel Costs – annual Full-Time Effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each program. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:

1. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
 - ii. Be incorporated into the official records of the non-Federal entity.
 - iii. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.
 - iv. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - v. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 2. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- B. Fringe Benefits – specified for each program.
- C. Staff Travel (In-State and Out-of-State travel) – mileage reimbursement, lodging, per diem, and other travel costs, specified for each program.
- D. Staff Training – attendance cost for necessary training, specified for each program.
- E. Rent – total, specified for each program.
- F. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- G. Supplies – to include items that do not qualify as property, specified for each program.
- H. Contractual Costs (Consultants/Professional Services) – cost detail, specified for each program.
- I. Food – used in delivering Congregate and Home-Delivered Meals.
- J. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each program.
- K. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
- L. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

IV. INDIRECT COST RATE

- A. The maximum reimbursement amounts allowable for indirect costs de minimis rate is twenty percent (20%) of the Contractor's Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

- B. Contractors requesting reimbursement for indirect costs exceeding the maximum twenty percent (20%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

V. PROGRAM INCOME

- A. Program Income means revenue generated by the Contractor and/or its Subcontractor from contract-supported activities and may include.
1. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 2. Contractor shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract for the applicable programs. Contractor shall protect the privacy of each such contributor with respect to his or her contribution and shall not maintain individual records of contributions. No participant shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
 3. Contractor shall keep separate accounts of all contributions for services provided pursuant to this Contract. Contractor shall report on such contributions monthly to County in the format required by County.
 4. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Contractor by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.
 5. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
 6. Royalties received on patents and copyrights from contract-supported activities.
 7. Proceeds from the sale of items fabricated under a contract agreement.
- B. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- C. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- D. Program Income may not be used to meet the matching requirements of this Contract.
- E. Program Income must be used to expand baseline services.

**ATTACHMENT D
STAFFING PLAN**
Aging, Disability, and Resource Connection (ADRC)
Dayle McIntosh Center
July 1, 2026 – June 30, 2027

I. Program Personnel

Title
Housing Coordinator 1
Community Living Advocate 1
Director of Collaborative Programs
PAS Recruitment Specialist
Data Resource Specialist
Community Living Advocate 2
IL Skills Instructor
Director of Care Services
Housing Coordinator 2
Lead Deaf Services Advocate
Operations and IT Administrator
Housing Liaison
Executive Director
Lead Housing & Transition Coordinator
:

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

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

STATE OF CALIFORNIA DEPARTMENT OF AGING
ADRC SERVICE DATA REPORT TOOL
WORKSHEET: For Individual ADRC Use Only Not for Submission



ADRC PARTNERSHIP NAME:

DATA REPORTER NAME:

DATA REPORTER EMAIL ADDRESS:

NAME OF EACH ADRC CORE PARTNER (list names below):

HOW MANY UNDUPLICATED PARTNER ORGANIZATIONS ARE PART OF YOUR ADRC? (list names below):

NAME OF EACH REPORTING EXTENDED PARTNER. (List names and which of the four service functions they deliver, if any). For reference, the four service functions are: Enhanced Information and Referral, Options Counseling, Short-Term Service Coordination, and Transition Services.

Fiscal Year:

Reporting Period: July 1 - September 30

SECTION I: CONSUMER DEMOGRAPHICS*

Consumer Age	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
0-13 Years								
14-24 Years								
25-59 Years								
60 Years and Older								
65 Years and Older								
Declined to State or Missing								

Consumer Ethnicity	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Not Hispanic/Latino								
Hispanic/Latino								
Declined to State or Missing								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Consumer Race	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
American Indian or Alaska Native								
Asian Indian								
Black or African American								
Cambodian								
Chinese								
Filipino								
Guamanian								
Hawaiian								
Japanese								
Korean								
Laotian								
Other Asian								
Other Pacific Islander								
Samoan								
Vietnamese								
White								
Declined to State or Missing								

Consumer Gender Identity	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Female								
Male								
Transgender Female to Male								
Transgender Male to Female								
Genderqueer/Gender Non-Binary								
Not Listed								
Declined to State or Missing								

Consumer Sex at Birth	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Female								
Male								
Declined to State or Missing								

Consumer Sexual Orientation or Sexual Identity	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Straight/Heterosexual								
Bisexual								
Gay/Lesbian/Same-Gender Loving								
Questioning/Unsure								
Not Listed								
Declined to State or Missing								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Characteristics of Consumers	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Homeless								
Veteran								
With a Disability								
Live Alone								
SSI Beneficiary								
Low Income								
Medicaid/Medi-Cal Beneficiary								
Dementia/Alzheimer's Diagnosis								
CalFresh Beneficiary								
Caregiver								
Food Insecure								
Victim of Abuse								
Risk for Institutionalization								
In-Home Supportive Services Recipient								
Other – Please Specify:								
Other – Please Specify:								
Other – Please Specify:								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Veteran's Status**	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Served in the United States military								
Is the spouse, legal partner, parent, or child of a person who is serving in or who has served in the United States military								
Gave consent to be contacted regarding eligibility to receive veteran's benefits								

**Answer yes or no as applicable.

Consumer Demographic Data Collection Notes (Optional). Please add notes here if your ADRC wishes to explain any of the data elements collected.

SECTION II: ADRC SERVICE FUNCTIONS*

Enhanced Information and Referral Services	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Total Calls Received								
Total Completed Initial Intakes and Assessments								
Total Warm Transfers								
Total Service Referrals Offered								
Total Follow-Ups Made								

Enhanced Information and Referral Services	AAA Service Not Offered	ILC Service Not Offered	Other Core Partner Service Not Offered	Extended Partners Service Not Offered
Total Calls Received				
Total Completed Initial Intakes and Assessments				
Total Warm Transfers				
Total Service Referrals Offered				
Total Follow-Ups Made				

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Options Counseling	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Total Individuals Identified as a Candidate for Options Counseling								
Number of Consumers Served with Options Counseling "Unduplicated"								
Total Warm Transfers and Referrals for Options Counseling								
Total Interviews and Assessments Completed								
Total Plans Developed								
Total Plans Completed								
Total Actions Developed (<i>Optional</i>)								
Total Actions Completed (<i>Optional</i>)								
Total Follow-Ups Completed								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Options Counseling	AAA Service Not Offered	ILC Service Not Offered	Other Core Partner Service Not Offered	Extended Partners Service Not Offered
Total Individuals Identified as a Candidate for Options Counseling				
Number of Consumers Served with Options Counseling "Unduplicated"				
Total Warm Transfers and Referrals for Options Counseling				
Total Interviews and Assessments Completed				
Total Plans Developed				
Total Plans Completed				
Total Actions Developed (<i>Optional</i>)				
Total Actions Completed (<i>Optional</i>)				
Total Follow-Ups Completed				

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Short-Term Service Coordination	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Total Individuals Identified as a Candidate for Short-Term Service Coordination								
Short-Term Service Coordination Total								
Number of Consumers Served "Unduplicated"								
Total Warm Transfers and Referrals for Short-Term Service Coordination								
Total Plans Developed								
Total Plans Completed								
Total Actions Developed (<i>Optional</i>)								
Total Actions Completed (<i>Optional</i>)								
Total Follow-Ups Completed								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Short-Term Service Coordination	AAA Service Not Offered	ILC Service Not Offered	Other Core Partner Service Not Offered	Extended Partners Service Not Offered
Total Individuals Identified as a Candidate for Short-Term Service Coordination				
Short-Term Service Coordination Total				
Number of Consumers Served "Unduplicated"				
Total Warm Transfers and Referrals for Short-Term Service Coordination				
Total Plans Developed				
Total Plans Completed				
Total Actions Developed (<i>Optional</i>)				
Total Actions Completed (<i>Optional</i>)				
Total Follow-Ups Completed				

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Transition Services	Core Partner AAA	AAA Do Not Collect	Core Partner ILC	ILC Do Not Collect	Other Core Partner	Other Core Partner Do Not Collect	Extended Partners	Extended Partners Do Not Collect
Total Individuals Identified as a Candidate for Transition Services								
Total Warm Transfers and Referrals for Transition Services								
Total Plans Developed								
Total Plans Completed								
Total Actions Developed (Optional)								
Total Actions Completed (Optional)								
Total Follow-Ups/Home Visits Completed								
Transition Services Completed from Nursing Facility								
Transition Services Completed from Intermediate Care Facilities for Individuals w/ Intellectual Disabilities								
Transition Services Completed from Hospitals								
Transition Services Completed from Other Institutional Settings								

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Transition Services	AAA Service Not Offered	ILC Service Not Offered	Other Core Partner Service Not Offered	Extended Partners Service Not Offered
Total Individuals Identified as a Candidate for Transition Services				
Total Warm Transfers and Referrals for Transition Services				
Total Plans Developed				
Total Plans Completed				
Total Actions Developed (<i>Optional</i>)				
Total Actions Completed (<i>Optional</i>)				
Total Follow-Ups/Home Visits Completed				
Transition Services Completed from Nursing Facility				
Transition Services Completed from Intermediate Care Facilities for Individuals w/ Intellectual Disabilities				
Transition Services Completed from Hospitals				
Transition Services Completed from Other Institutional Settings				

*Mark an "X" in the do not collect boxes and service not offered boxes as applicable.

Service Function Data Collection Notes (Optional). Please add notes here if your ADRC wishes to explain any of the data elements collected in the four-service function areas and indicate the service function area with each note.

SECTION III: OUTREACH ACTIVITIES / APPLICATION AND ELIGIBILITY ASSISTANCE

OUTREACH ACTIVITIES

Types of Activities	Number of Outreach Activities	Number of Outreach Contacts
Assistive Technology		
CalFresh		
Emergency Preparedness, Response, and Recovery		
Housing		
Medi-Cal		
Medicare		
MIPPA		
SSI		
Transportation		
Veterans		
Other: LTSS		

APPLICATION AND ELIGIBILITY ASSISTANCE

Types of Activities	Number of contacts assisted with applications and/or eligibility
Assistive Technology	
CalFresh	
Emergency Preparedness, Response, and Recovery	
Housing	
Medi-Cal	
Medicare	
MIPPA	
SSI	
Transportation	
Veterans	
Other: LTSS	

Outreach/Enrollment Activity Data Collection Notes (Optional). Please add notes here if your ADRC wishes to explain any of the data elements collected. Add "other" categories from outreach activities / application and/or eligibility assistance.

DRUG-FREE WORKPLACE CERTIFICATION

Company/Organization Name

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
- 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - A. The dangers of drug abuse in the workplace,
 - B. The person’s or organization’s policy of maintaining a drug-free workplace,
 - C. Any available drug counseling, rehabilitation, and employee assistance programs, and
 - D. Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - A. Will receive a copy of the company’s drug-free policy statement described in paragraph (1) above, and
 - B. Will agree to abide by the terms of the company’s statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official’s Name

Orange

Date Executed

Executed in the County of Orange

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION (*Instructions for Certification*)

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name

Title

Authorized Signature

Date

***Note:** In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**INSTRUCTIONS FOR COMPLETION OF
SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient.
5. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
6. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
7. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
8. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>13. Type of Payment (check all that apply)</p> <ul style="list-style-type: none"> a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. cash b. in-kind: specify: nature: _____ value: _____ 		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>_____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
CDA 9026 (NEW 04/2018)

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.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of: Orange County, California
Indicate all California Department of Aging contracts your organization participates in:	
<input type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input type="checkbox"/> HICAP (HI)	<input type="checkbox"/> MIPPA (MI)
<input type="checkbox"/> MSSP (MS)	<input type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	