



AMENDMENT NUMBER FOUR
CONTRACT No. MA-012-23011443
BETWEEN THE COUNTY OF ORANGE
AND
COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.
FOR
THE PROVISION OF HEALTH INSURANCE COUNSELING ADVOCACY PROGRAM (HICAP)

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
93.324	90SAPG0094-05-01	State Health Insurance Assistance Program (SHIP)	USDHHS, Administration for Community Living

This Amendment to Contract No. MA-012-23011443 hereinafter referred to as “Amendment Number Four” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Council on Aging – Southern California, D-U-N-S No. 053284159, a California non-profit corporation, with a place of business at 2 Executive Circle, Ste. 175, Irvine, CA 92614 (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, County and Subrecipient entered into Contract No. MA-012-23011443, hereinafter referred to as “original Contract,” for the provision of Health Insurance Counseling and Advocacy Program Services, commencing April 1, 2024, through March 31, 2025, in the amount not to exceed \$512,288; and

WHEREAS, on July 10, 2024, Parties executed Amendment Number One to increase Contract amount by \$71,361 under FY 2024-25 for a new maximum obligation amount of \$583,649; modified Paragraph 33 of the original Contract; and added Paragraphs 60 and 61 to the original Contract; replaced Attachment A, Scope of Services; replaced Attachment B, Payment/Compensation; replaced Attachment C, Budget Schedule; replaced Attachment D, Staffing Plan; and replaced Attachment F, Federal Award Identification; and,

WHEREAS, on September 30, 2024, executed Amendment Number Two to modify and update Paragraph 46; replaced Attachment A-1, Scope of Services; replaced Attachment C-1, Budget Schedule; and replaced Attachment F-1, Federal Award Identification; and,

WHEREAS, on January 16, 2025, Parties executed Amendment Number Three to increase Contract monetary amount by \$21,642 under FY 2024-25 for a new maximum obligation amount of \$605,291; replaced Attachment A-2, Scope of Services; replaced Attachment B-1, Payment/Compensation; replaced Attachment C-2, Budget Schedule; replaced Attachment D-1, Staffing Plan; and replaced Attachment F-2, Federal Award Identification; and,

WHEREAS, Parties now desire to renew original Contract for an additional one-year period effective, April 1, 2025, through March 31, 2026; increase contract amount by \$605,291 for FY 2025-26 with a new cumulative Contract not to exceed amount of \$1,210,582; replace Attachment B-2, Payment/Compensation; replace Attachment C-3, Budget Schedule; replace Attachment D-2, Staffing Plan; replace Attachment F-3, Federal Award Identification; and,

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


1. Contract is hereby renewed for an additional one-year period, effective April 1, 2025 through March 31, 2026, with a new cumulative Contract not to exceed amount of \$1,210,582.
2. Attachment B-2, Payment/Compensation, is hereby replaced with Attachment B-3.
3. Attachment C-3, Budget Schedule(s), is hereby replaced with Attachment C-4.
4. Attachment D-2, Staffing Plan, is hereby replaced with Attachment D-3.
5. Attachment F-3, Federal Award Identification, is hereby replaced with Attachment F-4.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

*COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.

By:  <small>E7B2A9997A7447D...</small>	By: _____
Name: <u>Lisa Wright Jenkins</u> (Print)	Name: _____ (Print)
Title: <u>President & CEO</u>	Title: _____
Dated: <u>1/16/2025</u>	Dated: _____

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____ Deputized Purchasing Agent OC Community Resources	Dated: _____
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**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By:  <small>C1711D9900EE41B...</small> DEPUTY COUNTY COUNSEL	Dated: <u>1/16/2025</u>
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ATTACHMENT B-3 PAYMENT/COMPENSATION

I. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$605,291 for the duration of the program Health Insurance Counseling and Advocacy Program (HICAP) Services, beginning April 1, 2025, through March 31, 2026, as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

II. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope, when applicable. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

III. PAYMENT TERMS:

Invoices are to be submitted in arrears for the reimbursement of costs and shall be submitted by following the invoice submission instructions specified below, upon the completion of the services/activities. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or an allowable cost.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. If a state or federal agency, or other funding source of this Contract, deems an amount paid under this Contract ineligible or disallowed, demands the County repay amounts previously paid to Subrecipient, or does not fund amounts paid to Subrecipient, Subrecipient shall promptly repay the County for all such amounts. The Subrecipient will reimburse the County for disputed/disallowed monies identified after April 10, 2026 in one lump sum.

Program Invoice(s):

OC Community Resources
 Attention: Accounts Payable
 601 N. Ross St., 6th floor
 Santa Ana, CA 92701
 Or upload invoice packet to assigned Box.com folder

IV. INVOICING INSTRUCTIONS:

The Subrecipient will provide a monthly invoice for services rendered. Each invoice will be numbered and will include the following information:

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

The Subrecipient shall use the Invoice Workbook template created and provided by the County in Excel format. Subrecipients are required to enter data in the following tabs within the workbook: Provider Information, Staffing Plan, Transactions, Salaries and Benefits, and Invoice. All transactions and expenditures made during the invoice month will auto populate into the Subrecipient's invoice tab. After the Subrecipient verifies the expenditures on the invoice tab, the Subrecipient must print, sign, and upload the monthly invoice utilizing the links provided within the workbook, invoice tab.

Subrecipient will be required to upload documents during two periods. (1) At the time the invoice is submitted (abbreviated) and (2) After the invoice has been processed (comprehensive). Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

Subrecipient's invoice(s) must be submitted virtually and uploaded to the links within the invoice tab of Subrecipient's Invoice Workbook provided by the County, for this Contract. Subrecipient shall upload all necessary documents with each invoice including, but not limited to, the required supporting documentation for expenditures reported in the respective month's invoice and monthly data or deliverable reports of services provided within the month invoiced.

Subrecipients will upload comprehensive back-up documentation for monthly expenses after the monthly invoice has been approved and payment received utilizing the comprehensive link provided in the workbook, invoice tab

V. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by County Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Orange County Community Services Director.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and the 12th month closeout invoice. Unsupported or disallowed cost identified in the 11th and 12th month invoices will not be paid.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County Project Manager .
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.31 and 45 CFR 75.2.
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission of invoices for the term of this contract will result in a technical assistance finding during program monitoring unless a pre-approved formal extension has been granted by the Orange County Community Services Director. A Corrective Action Plan (CAP) will be required to address this finding.
- G. The County Project Manager also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or for any other activities not authorized by this Contract; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County, provided such payment is approved by the County Project Manager as described in the following sentence. Upon receipt of sufficient written justification from the Subrecipient, as determined

in the sole discretion of the County Project Manager, or her designee, the County Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

VI. BUDGET REVISIONS

- A. Budget revisions are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C of this Contract.
 - 1. Budget revisions initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year, unless a pre-approved formal approval has been granted by the Orange County Community Services Director.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revision requests initiated by Subrecipient must be submitted no later than January 31st of each fiscal year unless a pre-approved formal extension has been granted by the Orange County Community Services Director.

VI. CLOSE-OUT DEADLINES

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

VII. CONTRIBUTIONS

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.

- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.
- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

VIII. THIRD-PARTY REVENUE

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

IX. INTEREST EARNED

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

**ATTACHMENT C-4
BUDGET SCHEDULE**

Health Insurance Counseling and Advocacy Program (HICAP)

I. Subrecipient's Budget:

HICAP (April 1, 2025, to March 31, 2026)

Administrative Costs	\$58,645
Program Costs	
Personnel (Salaries and Benefits)	\$266,779
Services and Supplies	\$279,867
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$605,291

**In-Kind Contribution means the value of non-cash contribution donated to support the project or program (e.g., property, service, volunteer hours, etc.).*

Funds made available under this Contract shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

Budgets contained in Attachment C-4 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of April 2025 invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

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

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

Summary by Funding Source and Revenue Sources spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:

- A. Personnel Costs – annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.
 - 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 charges 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.
- 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 and cost for necessary training, specified for each program.
- E. Rent – total cost per program (specify square footage and rate).
- F. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- G. Supplies – to include items below the \$5,000 equipment threshold, specified for each program.
- H. Contractual Costs – subcontractor and consultant cost details, specified for each program.
- I. Other Costs – Facilities and other ordinary and necessary costs specified for each program.
- J. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
- OR
- K. 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. One-Time Only (OTO) Funds

- A. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

V. Indirect Costs

- A. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC).

Modified Total Direct Costs (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 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, and the portion of each subaward in excess of \$25,000. 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. Subrecipients requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

VI. Program Income

Program Income means revenue generated by the Subrecipient and/or its Subcontractor from contract-supported activities. Program Income is:

- A. Voluntary contributions received from a participant or responsible party as a result of the service(s).
- B. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
- C. Royalties received on patents and copyrights from contract-supported activities.
- D. Proceeds from the sale of items fabricated under a contract agreement.

Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

No fees may be charged for services although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a clients or responsible party for services rendered by HICAP shall be reported as Program Income.

VII. Program Specific Funds

- A. Program Income
No Program Income is required under the terms and conditions of this Contract.
- B. Matching Contributions
No match is required under the terms and conditions of this Contract.
- C. Administration
Subrecipient administration shall be no more than ten percent (10%) of the total program allocation.

**ATTACHMENT D-3
STAFFING PLAN**

Council on Aging – Southern California

I. Health Insurance Counseling and Advocacy Program (HICAP) – April 1, 2025, to March 31, 2026

Title	FTE*
HICAP Program Manager	1.00
Operations & Volunteer Coordinator	1.00
Staff Counselor	0.30
Community Education & Outreach Coordinator	0.30
Community Education & Outreach Coordinator	0.20
Outreach Manager	0.12
Outreach Specialist	0.10
Staff Counselor	0.10
Program Administrator	0.16
CEO/President	0.05
COO	0.05
Account Manager	0.06
Human Resources Manager	0.03
Marketing Manager	0.05
Staff Accountant	0.07
Accounting Assistant	0.07
Office Manager/Receptionist	0.10
TOTAL:	3.76

*1.00 FTE = Full-Time Equivalent

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

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

**ATTACHMENT F-4
FEDERAL AWARD IDENTIFICATION**

I. Federal Award Identification

A. Subrecipient Name: Council on Aging – Southern California

B. Subrecipient's Dun & Bradstreet Number (DUNS): 053284159

C. Subrecipient's SAM Unique Entity Identifier (UEI): LL8TLAJBVEF8

D. Federal Award Identification Number (FAIN): 90SAPG0094-05-01

E. Federal Award Date: FY 2025-2026

F. Subaward Period of Performance: April 1, 2025, to March 31, 2026

G. Total Amount of Federal Funds Obligated by the Action: \$185,172

CFDA	FAIN	Award Date	Formula Funds	Amount
93.324	90SAPG0094-05-01	2025	HICAP	\$138,879
93.324	90SAPG0094-05-01	2026	HICAP	\$46,293
TOTAL:				\$185,172

H. Total Amount of Federal Funds Obligated to the Subrecipient: \$185,172

I. Total Amount of the Federal Award: \$205,747

J. Federal Award Project Description: State Health Insurance Assistance Program (SHIP)

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

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

M. Contact Information for the Awarding Official: Claudia Harris, Director (714) 480-6465, claudia.harris@occr.ocgov.com

N. CFDA Number and Name: #93.324 State Health Insurance Assistance Program (SHIP)

O. Whether Award is R&D: No

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