



**AMENDMENT No. 3
TO
CONTRACT No. MA-012-23010367
BETWEEN THE COUNTY OF ORANGE
AND
COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.**

**FOR THE PROVISION OF MEDICARE IMPROVEMENTS FOR PATIENTS AND
PROVIDERS ACT SERVICES**

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
93.071	TBD	Medicare Enrollment Assistance Program	U.S. Dept. of Health and Human Services, Administration for Community Living

This Amendment to Contract No. MA-012-23010367, hereinafter referred to as “Amendment No. 3” 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, Inc., a California non-profit organization, DUNS #053284159, with a place of business at 2 Executive Circle, Suite 175, Irvine, CA 92614-6773, hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, County and Subrecipient entered into Contract No. MA-012-23010367, hereinafter referred to as “original Contract,” for the provision of Medicare Improvements for Patients and Providers Act Services, commencing September 14, 2022, through August 31, 2023, in the amount not to exceed \$197,489; and

WHEREAS, Parties executed Amendment No. 1 to amend Paragraph 33 of the Contract; and

WHEREAS, Parties executed Amendment No. 2 to increase the Contract amount by \$18,412 for a new maximum obligation amount of \$215,901; corrected contract title clerical error; replaced Attachment B – Payment Compensation; replaced Attachment C – Budget Schedule; replaced Attachment E – Performance measures; replaced Attachment F – Federal Award Identification; and

WHEREAS, County desires to renew Contract for an additional one-year, effective September 1, 2023 through August 31, 2024. Increase Contract monetary amount by \$215,901 for FY 23-24 for a new cumulative Contract not to exceed amount of \$431,802; replace Attachment B-1, Payment Compensation; replace Attachment C-1, Budget Schedule; replace Attachment D-Staffing Plan; replace Attachment F-1, 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 renewed for an additional one-year, effective September 1, 2023, through August 31, 2024, for a new cumulative Contract not to exceed amount of \$431,802.
2. Attachment B-1, Payment Compensation, shall be replaced with Attachment B-2.
3. Attachment C-1, Budget Schedule, shall be replaced with Attachment C-2.
4. Attachment D – Staffing Plan, shall be replaced with Attachment D-1.
5. Attachment F-1, Federal Award Identification, shall be replaced with Attachment F-2.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the dates with their respective signatures:

***COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.**

By: <u>DocuSigned by: Lisa Wright Jenkins E7B2A9997A7447D...</u>	By: _____
Name: <u>Lisa wright Jenkins</u> (Print)	Name: _____ (Print)
Title: <u>President & CEO</u>	Title: _____
Dated: <u>6/7/2023</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: <u>DocuSigned by: John Cleveland 74000D32EE65457</u>	Dated: <u>6/7/2023</u>
DEPUTY COUNTY COUNSEL	_____

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$215,901 for the period beginning upon final County execution through August 31, 2024, 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.

2. PAYMENT TERMS:

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

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

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

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701
Or email at: OoAFiscal@occr.ocgov.com

3. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

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

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

4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the 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 Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the July 2024 invoice and the August 2024 close-out invoice.

- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the September 2023 thru June 2024 invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

5. BUDGET REVISIONS & BUDGET MODIFICATIONS

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

6. FULL COMPENSATION

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials

required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

7. CLOSE-OUT DEADLINES

- A. The July 2024 invoice is due on the 10th of August 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 August 2024 close-out invoice is due on the 10th of September 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 modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for July and August invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit August invoice estimates by the 10th of August. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the July and August invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

8. CONTRIBUTIONS

- A. 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.

9. 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.

10. INTEREST EARNED

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

BUDGET SCHEDULE

Medicare Improvements for Patients and Providers Act (MIPPA)

1. Subrecipient's Budget:

MIPPA (September 1, 2023, to August 31, 2024)

Administrative Costs	\$25,240
Program Costs	
Personnel (Salaries and Benefits)	\$139,340
Services and Supplies	\$51,321
Indirect Costs	\$0
Total Match Funds (Cash and/or In-Kind) – No Match Required	N/A
Total Budgeted Costs	\$215,901

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

2. 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.

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.

3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The 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:
- Personnel Costs – monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of time to be charged to these programs.
 - Fringe Benefits.
 - Contractual Costs – subcontract and consultant cost detail.

- d) Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost
- e) Rent – specify square footage and rate.
- f) Supplies.
- g) Equipment – detailed descriptions and total costs.
- h) In State Travel – mileage reimbursement rate, lodging, per diem, and other costs.
- i) Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem, and other costs.
- j) Training.
- k) Other Costs – a detailed list of other operating expenses.

4. **One-Time Only (OTO) Funds**

Subrecipient shall use One-Time Only (OTO) allocations to support the following MIPPA Priority Area activities.

MIPPA Priority Area 1 (SHIPs)

- a) Enhance outreach to eligible Medicare beneficiaries with the greatest economic need and enroll those individuals in the programs for which they qualify. Increase one-on-one LIS and MSPs applications and/or submissions for those eligible Medicare beneficiaries.
- b) Enhance one-on-one application assistance for eligible Medicare beneficiaries specifically focused on those eligible for the LIS Medicare Part D program and MSPs.
- c) Develop new and/or innovative methods for reaching hard-to-reach populations.

MIPPA Priority Area 2 (AAAs)

- a) Enhance outreach to eligible Medicare beneficiaries with the greatest economic need and enroll those individuals in the programs for which they qualify. Increase one-on-one LIS and MSPs applications and/or submissions for those eligible Medicare beneficiaries.
- b) Enhance one-on-one application assistance for eligible Medicare beneficiaries specifically focused on those eligible for the LIS Medicare Part D program and MSPs.
- c) Develop new and/or innovative methods for reaching hard-to-reach populations.

MIPPA Priority Area 3 (ADRCs)

- a) Enhance outreach to eligible Medicare beneficiaries with the greatest economic need.
- b) Develop new and/or innovative methods for reaching hard-to-reach populations.

5. **Indirect Costs**

- a) The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions

and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.

- b) Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
- c) Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purpose of meeting matching requirements in Title III and VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

6. 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.
- d) The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c)(1) and (f)]. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.

STAFFING PLAN
Council on Aging - Southern California

Medicare Improvements for Patients and Providers Act (MIPPA) – September 1, 2023, to August 31, 2024

Title	FTE*
Program Director	0.00
Operations and Volunteer Coordinator	0.00
Staff Counselor	0.00
Staff Counselor	0.00
Outreach Coordinator	0.13
Outreach Coordinator – Latino	0.75
Outreach Coordinator	0.75
Staff Counselor – Latino	0.48
Coordinator/Staff Counselor – Vietnamese	0.25
Coordinator/Staff Counselor – Vietnamese	0.16
CEO/President	0.02
COO	0.02
Director of Accounting	0.03
Human Resources Manager	0.02
Accounting Manager	0.03
Accounting Assistant	0.04
Receptionist	0.03
Marketing Manager	0.04
TOTAL:	2.75

*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.

1. Federal Award Identification

- A. **Subrecipient Name:** Council on Aging - Southern California
- B. **Subrecipient's Unique Identifier (DUNS):** 053284159
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** LL8TLAJBVEF8
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2023-2024
- F. **Subaward Period of Performance:** September 1, 2023, to August 31, 2024
- G. **Total Amount of Federal Funds Obligated by the Action:** \$215,901

CFDA	FAIN	Award Date	Formula Funds	Amount
93.071	TBD	2023	MIPPA	\$71,967
93.071	TBD	2024	MIPPA	\$143,934
TOTAL:				\$215,901

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$215,901
- I. **Total Amount of the Federal Award:** \$215,901
- J. **Federal Award Project Description:** For MIPPA – Medicare Enrollment Assistance Program
- K. **Federal Awarding Agency:** U.S. Department of Health and Human Services and 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) 480-6483, Claudia.Harris@occr.ocgov.com
- N. **CFDA Number and Name:** #93.071 Medicare Enrollment Assistance Program
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%