



**SECOND-THIRD AMENDMENT
TO
CONTRACT No. MA-012-21010392**

BETWEEN THE COUNTY OF ORANGE

AND

COUNCIL ON AGING – SOUTHERN CALIFORNIA, INC.

**FOR THE PROVISION OF
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT, H.R. 748
LONG-TERM CARE OMBUDSMAN SERVICES**

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
93.042	2001CAOMC3-00	Title VII-A – CARES Act	U.S. Department of Health and Human Services, Administration for Community Living; U.S. Department of Treasury

This Amendment to Contract No. MA-012-21010392, hereinafter referred to as “Second-Third Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Council on Aging – Southern California, Inc., D-U-N-S No. 053284159, a California non-profit corporation, 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-012-21010392, hereinafter referred to as “original Contract,” for the provision of Coronavirus Aid, Relief, and Economic Security (CARES) Act, H.R. 748 – Long Term Care Ombudsman Services, commencing August 26, 2020 through September 30, 2021, in the amount not to exceed \$165,323; and

WHEREAS, on October 19, 2020, the County executed the First Amendment to the original Contract and replaced Attachment D, Federal Award Identification, with Attachment D-1; and

WHEREAS, on December 18, 2020, the County ~~now desires to amend~~ executed the Second Amendment to the original Contract to increase the Contract by the monetary amount of \$18,369, for a new maximum obligation of \$183,692, and replaced Attachment B, Payment/Compensation, with

Attachment B-1; and replaced Attachment C, Budget Schedule, with Attachment C-1; and replaced Attachment D-1, Federal Award Identification, with Attachment D-2; and

WHEREAS, the County now desires to extend the Contract for the period of October 1, 2021 through September 30, 2022, with no monetary increase during the extension period and replace Attachment B-1, Payment/Compensation, with Attachment B-2; and replace Attachment C-1, Budget Schedule, Attachment C-2; and replace Attachment D-2, Federal Award Identification, with Attachment D-3; and

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

1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby extended for the period of October 1, 2021 through September 30, 2022, unless otherwise terminated by the County under the terms of the Contract~~The Contract shall be amended to increase the monetary limit by the amount of \$18,369, for a new maximum obligation of \$183,692.~~
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-2, Federal Award Identification, shall be replaced with Attachment D-3.

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

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IN WITNESS WHEREOF, the Parties hereto have executed this ~~Second~~Third Amendment on the dates with their respective signatures:

* Council on Aging – Southern California, Inc.

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Dated: _____

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: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: _____ Dated: _____

DEPUTY COUNTY COUNSEL

PAYMENT/COMPENSATION

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$183,692 for ~~1426~~-months (August 26, 2020 – September 30, ~~2021~~2022) 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 October 10, ~~2021~~2022, in one lump sum.

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th floor
Santa Ana, CA 92701

3. INVOICING INSTRUCTIONS:

The 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 ~~tenth~~ fifteenth (~~10th~~ 15th) day of each month, showing the prior month's actual expenditures. If the ~~10th~~ 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 ~~14th~~ 26th month close-out invoice.

- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by 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. Total Monthly Costs may exceed one-fourteenth 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-fourteenth of the Maximum Obligation.

5. 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.

6. CLOSE-OUT DEADLINES

- A. The ~~14th-26th~~ month close-out invoice is due on the 10th of October ~~2021-2022~~ 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. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for final invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit September ~~2021-2022~~ invoice estimates by the 10th of September ~~2021-2022~~. Estimates must be projected based on anticipated actual expenditure.

7. 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.

8. 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.

9. 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

CARES Act – VII-A Ombudsman

1. Subrecipient's Budget:

August 2020 to June 30, 2021

CARES Act: VII-A Ombudsman

Cost Categories	Budgeted Costs
Personnel	\$0
Travel and Training	\$29,225 2,745
Equipment	\$6,000
Consultant/Professional Services	\$20,000 9,700
Other Costs	\$84,918 34,553
Indirect Costs	\$14,014 2,724
Total Budgeted Costs	\$154,157 49,722

July 1, 2021 to September 30, ~~2021~~2022

CARES Act: VII-A Ombudsman

Cost Categories	Budgeted Costs
Personnel	\$0
Travel and Training	\$3,450 29,930
Equipment	\$06,000
Consultant/Professional Services	\$010,300
Other Costs	\$23,400 73,765
Indirect Costs	\$2,685 13,975
Total Budgeted Costs	\$29,535 133,970

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.

1. Federal Award Identification

- A. **Subrecipient Name:** Council on Aging - Southern California, Inc.
- B. **Subrecipient's Unique Identifier (DUNS):** 053284159
- C. **Federal Award Identification Number (FAIN):** 2001CAOMC3-00
- D. **Federal Award Date:** 2020-2021; 2021-22
- E. **Subaward Period of Performance:** August 26, 2020 to September 30, 2021-2022
- F. **Total Amount of Federal Funds Obligated by the Action:** \$183,692

CFDA	FAIN	Award Date	Formula Funds	Amount
93.042	2001CAOMC3-00	2020	Title VII-A – CARES Act	\$65,604 <u>22,601</u>
93.042	2001CAOMC3-00	2021	Title VII-A – CARES Act	\$78,725 <u>27,121</u>
93.042	2001CAOMC3-00	2021	Title VII-A – CARES Act	\$39,363 <u>66,985</u>
<u>93.042</u>	<u>2001CAOMC3-11</u>	<u>2022</u>	<u>Title VII-A – CARES Act</u>	<u>\$66,985</u>
TOTAL:				\$183,692

- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$183,692
- H. **Total Amount of the Federal Award:** \$183,692
- I. **Federal Award Project Description:**
- For Title VII-A Programs – Special Programs for the Aging, Title VII, Chapter 3, Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals
 - Coronavirus Aid, Relief, and Economic Security Act
- J. **Federal Awarding Agency:** U.S. Department of Health and Human Services, Administration for Community Living; U.S. Department of Treasury
- K. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- L. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, ericka.danczak@occr.ocgov.com
- M. **CFDA Number and Name:** #93.042 Special Programs for the Aging, Title VII, Chapter 2, Long Term Care Ombudsman Services for Older Individuals
- N. **Whether Award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** 10%