



**AMENDMENT NUMBER SIX
TO
CONTRACT NUMBER MA-012-24011303
BETWEEN
COUNTY OF ORANGE
AND
COMMUNITY LEGAL AID SOCAL
FOR
LEGAL ASSISTANCE SERVICES**

This Amendment to Contract Number MA-012-24011303, (hereinafter referred to as “Amendment”) is made and entered into upon execution of all necessary signatures, and made and entered into between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Community Legal Aid SoCal, D-U-N-S No. 081812315, UEI: CN3RDHLS8K76, a California non-profit corporation, with a place of business at 2101 N. Tustin Avenue, Santa Ana, CA 92705 (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Subrecipient and County have entered into Contract Number MA-012-24011303 (hereinafter referred to as the “Original Contract”) for Legal Assistance Services, which commenced on July 1, 2024, and continues through June 30, 2025, for a total amount not to exceed \$357,547; and

WHEREAS, the Parties have issued Amendment Number One, which decreases the contract amount by \$2,080 for the Fiscal Year 2024-25, effective through June 30, 2025, with a new Total Contract Amount of \$355,467; replace Attachment A – Scope of Services; Attachment B – Payment Compensation; replace Attachment C – Budget; replace Attachment D – Staffing Plan; replace Attachment E – Performance Standards; replace Attachment F – Federal Award Identification; and,

WHEREAS, the Parties entered into Amendment Number Two to increase the Contract Amount by \$19,412, resulting in a new maximum amount of \$374,879, replacement of General Terms and Conditions – Paragraph BB. Contingency of Funds; replacement of Attachment B-1 – Payment Compensation; replacement of C-1 – Budget Schedule; replacement of Attachment D-1 – Staffing Plan; replacement of Attachment E-1 – Performance Standards; replacement of Attachment F-1 – Federal Award Identification; and

WHEREAS, the Parties entered into Amendment Number Three to renew the service term for an additional one-year period, in the annual amount of \$374,879, effective from July 1, 2025, through June 30, 2026; and to replace Attachment B-2 – Payment Compensation, replace Attachment C-2 – Budget Schedule, replace Attachment D-2 – Staffing Plan, replace Attachment E-2 – Performance Standards; replace Attachment F-2 – Federal Award Identification; and

WHEREAS, the Parties entered into Amendment Number Four to decrease the Contract amount by \$623, resulting in a new annual maximum amount of \$374,256; replace Attachment A-1 – Scope of Services, replace Attachment B-3 – Payment Compensation, replace Attachment C-2 – Budget Schedule, replace Attachment D-2 – Staffing Plan, replace Attachment E-2 – Performance Standards, and replace Attachment F-2 – Federal Award Identification; and

WHEREAS, the Parties entered into Amendment Number Five to increase the Contract amount by \$26,431, resulting in a new annual maximum amount of \$400,687; replace Attachment B-4 – Payment Compensation, replace Attachment C-4 – Budget Schedule, replace Attachment D-4 – Staffing Plan, and replace Attachment F-4 – Federal Award Identification; and

WHEREAS, the Parties now desire to execute Amendment Number Six to renew the service term for an additional one-year period, in the annual amount of \$400,687, effective from July 1, 2026, through June 30, 2027;

replace Attachment B-5 – Payment Compensation, replace Attachment C-5 – Budget Schedule, replace Attachment D-5 – Staffing Plan, replace Attachment E-4 – Performance Standards, and replace Attachment F-5 – Federal Award Identification; and

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

1. The Contract amount is hereby renewed for the amount of \$400,687 for the term effective from July 1, 2026, through June 30, 2027, bringing the new cumulative contract total not to exceed \$1,176,253.
2. Attachment B-5 – Payment and Compensation, is hereby replaced with Attachment B-6.
3. Attachment C-5 – Budget Schedule, is hereby replaced with Attachment C-6.
4. Attachment D-5 – Staffing Plan, is hereby replaced with Attachment D-6.
5. Attachment E-4 – Performance Standards, is hereby replaced with Attachment E-5.
6. Attachment F-5 – Federal Award Identification is hereby replaced with Attachment F-6.
7. Exhibit 5(a) – OCCR Contract Reimbursement Policy is hereby removed from the Contract.

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.

-Signature Page follows-

SIGNATURE PAGE

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

***COMMUNITY LEGAL AID SOCAL**

Signed by:
By: Michael Behrens
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DocuSigned by:
By: Lucas Hori
43CA8DCE49B9406...

Name: Michael Behrens

Name: Lucas Hori

Title: Board Chair

Title: Board Secretary

Dated: 4/9/2026

Dated: 4/9/2026

*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: _____
Deputy Purchasing Agent

Dated: _____

APPROVED AS TO FORM

Office of the County Counsel

Signed by:
By: John Cleveland
Deputy
74000D32EE65457...

Dated: 4/10/2026

ATTACHMENT B-6
PAYMENT AND COMPENSATION

I. COMPENSATION

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$400,687 beginning July 1, 2026, through June 30, 2027. 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. 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 Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.
2. Budget revisions requests initiated by Subrecipient 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 Subrecipient 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. Subrecipient must include a justification narrative specifying the purpose of the revision or modification.

All additional budget revision and budget modification requests initiated by Subrecipient 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 reimbursement of costs shall be submitted as specified below upon completion of the services/activities and approval by 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 payment and processed in accordance with the County's routine procedures. The responsibility for providing an acceptable invoice rests 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.

IV. INVOICING INSTRUCTIONS:

A. Subrecipient 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 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. County shall make monthly payments based on Subrecipient'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. Subrecipient 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 Subrecipient 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 Subrecipient is not in compliance with any provision of this Contract, County may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the 1st through 10th invoices will result in technical assistance finding during program monitoring.

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.

V. CLOSE-OUTS

- A. The 11th month invoice is due on the 10th of the 12th month of the contract without exception. 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 month following the end of the contract term, without exception. 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 invoice revisions from the Subrecipient will only be allowed at the County's discretion.
- D. Subrecipient must submit the 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 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.

VI. FULL COMPENSATION

The Subrecipient agrees that the payment listed in this contract is the full amount they will receive. This payment covers all work, staff, and materials needed to complete the services, including any unexpected issues or difficulties that may arise. The Subrecipient accepts all risks related to the work and agrees to fulfill all responsibilities under this contract for that amount.

ATTACHMENT C-6
BUDGET SCHEDULE

Community Legal Aid SoCal
Legal Services
(July 1, 2026 - June 30, 2027)

Service Area(s)
Countywide

I. Subrecipient’s Budget

The following Budgets are set forth for informational purposes only, and may be adjusted by mutual agreement, in writing, of Subrecipient and County.

Program Costs	\$400,687
Administrative Costs	\$0
AMOUNT NOT TO EXCEED	\$400,687
Total Program Match (Cash and/or In-Kind)	\$47,158

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 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 the applicable form provided by County. 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 adjustments from County prior to implementation by Subrecipient.

II. The above Budget Display is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Detailed Budget* that is provided to Subrecipient from Office on Aging. The Detailed Budget 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 Detailed Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient’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 reflects 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. 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.
- B. Titles III federal Program OTO funds shall only be used for the following purposes:
 1. The purchase of equipment that enhances the delivery of services to the eligible service population.
 2. Home and community-based projects that are approved in advance by County and CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 3. Innovative pilot projects that are approved in advance by County and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 4. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Contract period. Expenditures for baseline services do not require advance County and/or CDA approval.
- C. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

V. Matching Contributions

“Matching Contributions” means local cash and/or in-kind contributions made by the Subrecipient, subcontractor, or other local resources that qualify as match for the Contract funding.

- A. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

- B. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient and the subcontractor.
- C. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
- D. Match requirement must be fulfilled by the end of the contract fiscal year.
- E. The required minimum program matching contributions for Title IIIB, not including Ombudsman, is ten percent (calculation factor of 10.53%).
- F. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the detailed budget minimum matching requirements calculation.
- G. Matching contributions generated in excess of the minimum required are considered overmatch.

VI. Indirect Costs

- A. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Subrecipient'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. Subrecipients requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
- C. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes 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.

VII. Allocations Transfers

- A. Subrecipient shall submit a request to County to transfer federal or State funds between Title III B, C1, and C2 programs in accordance with the most current funding allocation.
 - i. Transfer of federal baseline funds is allowable between Titles III B and III-C in accordance with OAA § 308(b)(5)(A) and between Titles III C1 and III C2 in accordance with OAA § 308(b)(4)(A).
 - ii. Transfer of State funds is allowable between Title III C1 General Fund and Title III C2 General Fund.
 - iii. The Title III-C nutrition augmentation funding may be transferred between Title III General Fund C1 and Title III General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.
- B. Allocation transfers are due to County as determined by County/State.
- C. Approved transfers will be incorporated within the Subrecipient's Detail Budget.

ATTACHMENT D-6
STAFFING PLAN

Community Legal Aid SoCal
July 1, 2026 – June 30, 2027

I. Legal Assistance

Title
Supervising Attorney
Senior Attorney
Staff Attorney
Paralegal
Paralegal Trainee

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.

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 E-5
PERFORMANCE STANDARDS
AREA PLAN SERVICE UNITS**

AGENCY NAME: Community Legal Aid SoCal				FISCAL YEAR: 2026-27	
PROGRAM NAME(S): Legal Assistance				SERVICE AREA: • Countywide	
CONTRACT #: MA-012-24011303				DATE: July 2026	
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Legal Assistance	8,600	# of Legal Assistance Hours	2,590	Restricted. Unduplicated client counts, demographics, and service units by case type. No ADLs/IADLs required for reporting.	Legal Assistance (1 Hour): Legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
	100	# of Pro Bono Hours	100	Non-Registered	Pro-Bono (1 Hour): Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract. <i>For Example: A legal provider with 3 full time attorneys will pledge to provide 90 hours of pro bono services if their contract is for a full year (or prorated otherwise).</i>

ATTACHMENT F-6
FEDERAL AWARD IDENTIFICATION

I. Federal Award Identification

- A. **Subrecipient Name:** Community Legal Aid SoCal
- B. **Subrecipient’s Dun & Bradstreet Number (DUNS):** 081812315
- C. **Subrecipient’s SAM Unique Entity Identifier (UEI):** CN3RDHLS8K76
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** FY 2026-2027
- F. **Subaward Period of Performance:** July 1, 2026, to June 30, 2027
- G. **Total Amount of Federal Funds Obligated by the Action:** \$400,687

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	TBD	2026	Title III-B	\$200,343
93.044	TBD	2027	Title III-B	\$200,344
TOTAL:				\$400,687

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$400,687
- I. **Total Amount of the Federal Award:** TBD
- J. **Federal Award Project Description:** Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- 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:** #93.044 Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 15%