

**AMENDMENT NUMBER FIVE
MA-012-24010693
BETWEEN
COUNTY OF ORANGE
AND
COUNCIL ON AGING-SOUTHERN CALIFORNIA, INC
FOR
MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT**

This Amendment Number Five to Contract MA-012-24010693 is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and Council on Aging-Southern California, (“Subrecipient”), with County and Subrecipient sometimes individually referred to as “Party” or collectively referred to as “Parties”.

Recitals

WHEREAS, County and Subrecipient entered into Contract MA-012-2401069 for Medicare Improvements for Patients and Providers Act, effective September 1, 2024, through August 31, 2025, in the Not-to-Exceed Amount of \$197,489, (“Contract”); and,

WHEREAS, On April 3, 2025, Parties executed Amendment Number One to increase Contract by \$58,103 under FY 2024-25, with a new Not-to-Exceed Amount of \$255,592; replaced Attachment A, Scope of Services; replaced Attachment B, Payment/Compensation; replaced Attachment C, Budget Schedule; replaced Attachment D, Staffing Plan; replaced Attachment, E – Work Plan; and replaced Attachment F, Federal Award Identification; and,

WHEREAS, on May 20, 2025, the Parties executed Amendment Number Two to renew Contract for One additional year effective September 1, 2025 through August 31, 2026; increase Contract amount by \$255,592 with a new not-to-exceed amount of \$511,184; replace General Term and Conditions – Paragraph BB – Contingency of Funds; replace Attachment B-1, Payment Compensation; replace Attachment C-1, Budget Schedule; replace Attachment D-1, Staffing Plan; replace Attachment F-1, Federal Award Identification; and,

WHEREAS, on July 30, 2025, Parties executed Amendment Number Three to replace Attachment C-2, the Budget Schedule, and replace Attachment D-2, the Staffing Plan; and,

WHEREAS, on January 28, 2026, Parties executed Amendment Number Four to decrease Contract by \$55,508 under FY 2025-26, with a new Contract amount of \$200,084; for a new cumulative contract not-to-exceed amount of \$455,676; modified Paragraph 33 of the original Contract; replaced Attachment A-1, Scope of Services; replaced Attachment B-2, Payment Compensation; replace Attachment C-3, Budget Schedule; replace Attachment D-3, Staffing Plan; replace Attachment F-2, Federal Award Identification; and,

WHEREAS, Parties now desire to renew Original Contract for an additional one-year period, effective September 1, 2026 through August 31, 2027; increase contract amount by \$200,084; for a new cumulative contract not to exceed amount of \$655,760; replace Attachment B-3, Payment Compensation; replace Attachment C-4, Budget Schedule; replace Attachment D-4, Staffing Plan; replace Attachment F-3, Federal Award Identification; and,

NOW THEREFORE, the Parties agree as follows:

1. Contract amount is hereby renewed for an additional one-year period, effective September 1, 2026, through August 31, 2027, with a new annual contract amount of \$200,084, with a new cumulative contract not-to-exceed amount of \$655,760.
2. Attachment B-3, Payment Compensation, is hereby replaced with Attachment B-4.
3. Attachment C-4, Budget Schedule, is hereby replaced with Attachment C-5.
4. Attachment D-4, Staffing Plan, is hereby replaced with Attachment D-5.
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.

Signature Page

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

COUNCIL ON AGING-SOUTHERN CALIFORNIA

<small>DocuSigned by:</small> <i>Lisa Wright Jenkins</i>	Lisa Wright Jenkins	President & CEO	4/20/2026
<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>

<small>Signature</small>	<small>Name</small>	<small>Title</small>	<small>Date</small>
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** If the contracting party is a corporation, (2) two signatures are required:*

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

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

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

COUNTY AUTHORIZED SIGNATURE:

By: _____

Print
Name: _____

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

<small>Signed by:</small> <i>John Cleveland</i>	Deputy
<small>Signature</small>	<small>Name</small>

Date 4/20/2026

**ATTACHMENT B-4
PAYMENT/COMPENSATION**

I. Compensation:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$200,084 for 12-months (September 1, 2026 through August 31, 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 exceeding 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:

- 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 County for approval. Budget templates will be provided by the County 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.
- E. 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 the reimbursement of costs shall be submitted as specified below, upon the completion of the services/activities and approval of the County. Payment shall be made within thirty (30) days after receipt of a properly prepared invoice in a format acceptable to the County. All invoices shall be verified and approved by County prior to payment and processed in accordance with the County's routine procedures. The responsibility for providing an acceptable invoice rest with the 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. If costs are disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle and/or Subrecipient will reimburse the County for disputed/disallowed monies in one lump sum upon identification of the disputed/disallowed costs.

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 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 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:

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.

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 and shall not maintain individual records of contributions. No participant shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report on 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.

**ATTACHMENT C-5
BUDGET SCHEDULE**

Medicare Improvement for Patients and Providers Act (MIPPA)
(September 1, 2026, to August 31, 2027)

Service Area(s)
Countywide

I. Subrecipient’s Budget

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

MIPPA

Program Costs	\$200,084
Administrative Costs	\$0
Amount Not to Exceed	\$200,084
Total Match (Cash and/or In-Kind)	Not Applicable

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

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

IV. 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 OoA 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 OoA 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 OoA 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, and IIIC is ten percent (calculation factor of 10.53%).
- f) The required minimum program matching contributions for Title IIIE is twenty-five percent (25%).
- g) 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.
- h) Matching contributions generated in excess of the minimum required are considered overmatch.

VI. Indirect Cost Rate:

- A. The maximum reimbursement amount allowable for indirect costs de minimis rate 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, 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 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. Program Income

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

- A. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 - 1. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract for the applicable programs. Subrecipient shall protect the privacy of each such contributor with respect to his or her contribution and shall not maintain individual records of contributions. No participant shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
 - 2. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report on such contributions monthly to County in the format required by County.
 - 3. 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.
 - 4. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
 - 5. Royalties received on patents and copyrights from contract-supported activities.
 - 6. Proceeds from the sale of items fabricated under a contract agreement.
- B. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- C. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- D. No fees may be charged for services although voluntary contributions may be requested. Signs and literature about MIPPA services may indicate that donations are welcome. MIPPA clients are not to be pressured to make donations. All voluntary contributions either in cash or in goods and services, provided specifically to the MIPPA, shall be spent on activities related to MIPPA. Voluntary contributions received from a client or responsible party for services rendered by MIPPA shall be reported as Program Income.

VIII. 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.

**ATTACHMENT D-5
STAFFING PLAN**

Council on Aging – Southern California

I. Medicare Improvements for Patients and Providers Act (MIPPA) – September 1, 2026, to August 31, 2027

Title
Accounting Specialist
COO
Education & Outreach Coordinator
Outreach Specialist
Staff Counselor (Farsi)*
Staff Counselor (Spanish)
Staff Counselor (Vietnamese)
Staff Counselor (Vietnamese)

*Budgeted staff positions currently in Inactive/Hold status

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):** TBD
- E. **Federal Award Date:** FY 2026-2027
- F. **Subaward Period of Performance:** September 1, 2026, to August 31, 2027
- G. **Total Amount of Federal Funds Obligated by the Action:** \$200,084

CFDA	FAIN	Award Date	Formula Funds	Amount
93.071	• TBD	2026	MIPPA	\$66,695
93.071	• TBD	2027	MIPPA	\$133,389
TOTAL:				\$200,084

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$200,084
- I. **Total Amount of the Federal Award:** TBD
- J. **Federal Award Project Description:** Medicare Enrollment Assistance Program
- 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:** #93.071 Medicare Enrollment Assistance Program
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 15%