



**AMENDMENT NUMBER FIVE
 TO
 CONTRACT NO. MA-012-24011288
 BETWEEN
 COUNTY OF ORANGE
 AND
 AGE WELL SENIOR SERVICES, INC.
 FOR
 SUPPORTIVE SERVICES**

This Amendment to Contract Number MA-012-24011288, (hereinafter referred to as “Amendment”) 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; (hereinafter referred to as “County”) and Age Well Senior Services, Inc., D-U-N-S No. 792315459, a California non-profit corporation, with a place of business at 23101 Lake Center Drive, Suite 325, Lake Forest, CA 92630, (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, Subrecipient and County are entered into Contract Number MA-012-24011288, hereinafter referred to as “Original Contract,” for Supportive Services, commencing July 1, 2024, through June 30, 2025, in the amount not to exceed amount \$201,415; and

WHEREAS, on March 11, 2025, Parties executed Amendment Number One to increase Contract Amount by \$15,740 for a new not to exceed amount of \$217,155; replaced General Terms and Conditions – Paragraph BB. Contingency of Funds; replaced Attachment A-Scope of Services; replaced Attachment B-Payment Compensation; replaced Attachment C – Budget Schedule; replaced Attachment E – Performance Standards; replaced Attachment F – Federal Award Identification; Exhibit 5 – Contract Reimbursement; and,

WHEREAS, Parties entered into Amendment Number Two to renew Contract for one additional year effective July 1, 2025 through June 30, 2026; increase Contract amount by \$217,155 with a new not to exceed amount of \$434,310; replace Attachment B-1, Payment Compensation; replace Attachment C-1, Budget Schedule; replace Attachment D-1, Staffing Plan; replace Attachment E-1, Performance Standards; replace Attachment F-1, Federal Award Identification; replace Exhibit 5 – OC Community Resources Contract Reimbursement Policy; and,

WHEREAS, the Parties entered into Amendment Number Three to increase the Contract amount by \$375, resulting in a new annual maximum amount of \$232,702, replace of Attachment A-1 – Scope of Services; replace of Attachment B-2 – Payment Compensation; replace of Attachment C-2 – Budget Schedule; replace Attachment D-2 – Staffing Plan; replace of Attachment E-2 – Performance Standards; replace of Attachment F-2 – Federal Award Identification;

WHEREAS, the Parties entered into Amendment Number Four to increase the Contract amount by \$15,172, resulting in a new annual maximum amount of \$232,702, replace Attachment B-3 – Payment Compensation; replace Attachment C-3 – Budget Schedule; replace Attachment D-3 – Staffing Plan; replace Attachment E-3 – Performance Standards; replace Attachment F-3 – Federal Award Identification;

WHEREAS, the Parties now desire to execute Amendment Number Five to renew the service term for an additional one-year period, in the annual amount of \$232,702, effective from July 1, 2026, through June 30, 2027; and to replace Attachment B-4 – Payment Compensation; replace Attachment C-4 – Budget Schedule; replace Attachment D-4 – Staffing Plan; replace Attachment E-4 – Performance Standards; replace Attachment F-4 – Federal Award Identification;

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

1. The Contract is hereby renewed for the amount of \$232,702 for the term effective from July 1, 2026, through June 30, 2027, bringing the new cumulative Contract total not to exceed \$682,559.
2. Attachment B-4, Payment Compensation, is hereby replaced with Attachment B-5.
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 E-4, Performance Standards, is hereby replaced with Attachment E-5.
6. Attachment F-4, Federal Award Identification, is hereby replaced with Attachment F-5.

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.

***AGE WELL SENIOR SERVICES, INC.**

DocuSigned by:
By: Steve Moyer
61DC07964F294EB...

Signed by:
By: R.J. Chicoine
3A67116F227A40A...

Name: Steve Moyer

Name: R.J. Chicoine

Title: President & CEO

Title: Secretary

Dated: 3/30/2026

Dated: 3/30/2026

*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
7400D32EE65457...
Deputy

Date: 3/31/2026

ATTACHMENT B-5
PAYMENT AND COMPENSATION

I. COMPENSATION

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$232,702 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 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 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.
- 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 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-5
BUDGET SCHEDULE

Age Well Senior Services, Inc.
Supportive Services
(July 1, 2026 - June 30, 2027)

Service Areas	
Service Area 5	South Inland
Service Area 6	South Coastal

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.

Community Services

Program Costs	\$93,478
Administrative Costs	\$0
AMOUNT NOT TO EXCEED	\$93,478
Total Program Match (Cash and/or In-Kind)	\$11,002

Transportation

Program Costs	\$139,224
Administrative Costs	\$0
AMOUNT NOT TO EXCEED	\$139,224
Total Program Match (Cash and/or In-Kind)	\$16,386

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 awards). 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 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

- A. Program Income means revenue generated by the Subrecipient and/or its Subcontractor from contract-supported activities and may include.
- i. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 - ii. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
 - iii. Royalties received on patents and copyrights from contract-supported activities.
 - iv. Proceeds from the sale of items fabricated under a contract agreement.
- B. 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.
- C. 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.
- D. 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.
- E. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- F. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.
- G. For Title III B, III-C, III-D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Subrecipient.
- H. Program Income may not be used to meet the matching requirements of this Contract.
- I. Program Income must be used to expand baseline services.
- J. No fees may be charged for services, although voluntary contributions may be requested.

VIII. Allocation 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-5
STAFFING PLAN

Age Well Senior Services, Inc.
July 1, 2026 – June 30, 2027

I. Community Services

Title
Accounting Manager
Chief Executive Officer
Database Manager
Facilities Attendant
Facilities Manager
Nutrition Managers
Site Director
Vice President Communications and Operations
Volunteer Manager

II. Transportation

Title
Co-Transportation Manager
Driver
Logistics Coordinator
Senior Transportation Coordinator
Transportation Director

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: Age Well Senior Services, Inc.			FISCAL YEAR: 2026-2027		
PROGRAM NAME(S): Community Services			SERVICE AREAS: <ul style="list-style-type: none"> • Service Area 5 – South Inland • Service Area 6 – South Coastal 		
CONTRACT #: MA-012-24011288			DATE: July 2026		
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Community Services	42,000	# of Hours for Senior Center Activities	550	Non-Registered	Senior Center Activities (1 Hour): Services designed to enable older individuals to attain and/or maintain physical and mental well-being such as recreation, music, creative arts, physical activity, education, leadership development and other supportive services not covered under other service categories. Development and provision of new volunteer opportunities and services and creation of additional services and programs to remedy gaps and deficiencies in existing services. Entertainment costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation and gratuities, are not allowed.
	2,500	# of Assistances for Cash/Material Aid	1,200	Non-Registered	Cash/ Material Aid (1 Assistance): Arrange for and provide assistance to participants in the form of commodities, surplus food distribution, vouchers, or direct payment to vendors that will help meet identified needs associated with the participant.

ATTACHMENT E-5
PERFORMANCE STANDARDS
AREA PLAN SERVICE UNITS

Attachment E

AGENCY NAME: Age Well Senior Services, Inc.				FISCAL YEAR: 2026-2027	
PROGRAM NAME(S): Transportation				SERVICE AREAS: <ul style="list-style-type: none"> • Service Area 5 – South Inland • Service Area 6 – South Coastal 	
CONTRACT #: MA-012-24011288				DATE: July 2026	
PROGRAM SERVICE	NUMBER OF ANNUAL SERVICE UNITS		UNDUPLICATED PERSONS SERVED	SERVICE CATEGORY	DESCRIPTION OF SERVICE UNITS
Transportation	9,600	# of One-Way Trips	50	Non-Registered	Transportation (1 One Way Trip): Transportation from one location to another. Does not include any other activity. May include travel vouchers and transit passes.

ATTACHMENT F-5
FEDERAL AWARD IDENTIFICATION

I. Federal Award Identification

- A. **Subrecipient Name:** Age Well Senior Services, Inc.
- B. **Subrecipient’s Dun & Bradstreet Number (DUNS):** 792315459
- C. **Subrecipient’s SAM Unique Entity Identifier (UEI):** MFFWXC2N2JA4
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2026-2027
- F. **Subaward Period of Performance:** July 1, 2026 to June 30, 2027
- G. **Total Amount of Federal Funds Obligated by the Action:** \$232,702

CFDA	FAIN	Award Date	Formula Funds	Amount
93.044	TBD	2026	Title III-B	\$116,351
93.044	TBD	2027	Title III-B	\$116,351
TOTAL:				\$232,702

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$232,702
- 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%