

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

NI-2223-32

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of Monterey

2. The term of this Agreement is:

START DATE

10/01/2022

THROUGH END DATE

12/31/2024

3. The maximum amount of this Agreement is:

\$727,648

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|------------------------|--------------------------|-------|
| Exhibit A | Scope of Work | 8 |
| Exhibit B | Budget | 4 |
| Exhibit B Attachment 1 | Grantee's Budget Display | 1 |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Monterey

CONTRACTOR BUSINESS ADDRESS

1000 South Main Street Ste.301

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Lori A. Medina

TITLE

Director, Department of Social Services

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1, 4.04 A.4

DocuSigned by:

Anne Brenton

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Senior Nutrition Infrastructure

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EXHIBIT A
SCOPE OF WORK

1. GRANT AGREEMENT PARTIES:

A. This Grant Agreement is established between COUNTY OF MONTEREY, hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

2. GRANT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

3. GRANT AGREEMENT MANAGERS:

A. The grant agreement managers during the term of this Agreement shall be:

| | |
|--|--|
| Department of Aging: | Grantee: County of Monterey |
| Section/Unit: Nutrition and Wellness Bureau | Section/Unit: |
| Attention: Lana Reynolds, Bureau Chief | Attention: Lori A. Medina |
| Address: 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 | Address: 1000 South Main Street Ste.301 Salinas, CA 93901 |
| Phone: 916-419-7553 | Phone: 831-755-4434 |
| Email: Lana.Reynolds@aging.ca.gov | Email: MedinaL@co.monterey.ca.us |

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. DEFINITIONS

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

5. GRANTEE RESPONSIBILITIES:

A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.

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- B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.
- C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.
- D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:
1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers
 2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables
 3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles
 4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars
 5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored
 - a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.
 6. Energy efficient light fixtures in kitchen or congregate meal service areas
 7. Installation costs (labor/materials) for allowable improvements and equipment
 8. Furniture, including table and chairs, for congregate meal service areas
 9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes
- E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets

that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

6. CDA RESPONSIBILITIES

- A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.
- B. The CDA Agreement Manager shall provide all information required to the Grantee.
- C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.
- D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

7. DISPUTE RESOLUTION

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

8. AGENCY

- A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.
- B. The Grantee is solely responsible for all activities supported by the Grant.
- C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.
- D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

9. PROMOTIONAL MATERIALS AND PUBLICATIONS

- A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.
 - i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.
 - ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:
 - 1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."
 - iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

10. PUBLICITY OBLIGATIONS

- A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.
- B. Copies of all promotional materials will be provided to the CDA.
- C. The Grantee will acknowledge CMS support as noted in Section 9
- D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

11. COPYRIGHT

- A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).
- B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by

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third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

- C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

12. RECORDS

- A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.
- B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.
- C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts, documents, and records for five years following project termination or issuance of final payment, whichever is later.
- D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:
 - i. The disposition of the proceeds of CDA funding assistance;
 - ii. The total cost of the project in connection with such assistance that is given or used;
 - iii. The amount and nature of that portion of the project cost supplied by other sources; and
 - iv. Any other such records that will facilitate an effective audit.
- E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.
- F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

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13. PROJECT TERMINATION

- A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.
- B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.
- C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.
- D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
- E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

14. SEVERABILITY

If any provision of this Agreement or the application thereof is invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

15. ASSIGNABILITY

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

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16. WAIVER

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

17. APPLICABLE LAW

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

18. AMENDMENTS

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

19. MUTUAL LIABILITY

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

20. NON-DISCRIMINATION CLAUSE

The Grantee agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GRANT AWARD

- A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of SEVEN HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS (\$727,648).
- B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

- A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.
- B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

- A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. FINANCIAL MANAGEMENT SYSTEMS

The Grantee shall meet the following standards for its financial management systems:

- A. Financial Reporting.
- B. Accounting Records.
- C. Complete Disclosure.
- D. Source Documentation.
- E. Internal Control.
- F. Budgetary Control.
- G. Cash Management (written procedures).
- H. Allowable Costs (written procedures).

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5. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Grantee shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

6. FUNDING CONTINGENCIES

INVOICING AND PAYMENT:

- A. Grantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior
- B. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution
- C. Grantee shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.
- D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the grantee, until such time as CDA determines that the financial management standards are met.
- E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.
- F. CDA reserves the right to refuse payment to the Grantee or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

INSTRUCTIONS TO GRANTEE:

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

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- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.
1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.
 2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.
- E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.
- F. Grantee shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
1. Expedite Fees
 - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
 - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability

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occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

BUDGET DETAIL:

- A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.
- B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.
- C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

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**EXHIBIT B, ATTACHMENT 1
 GRANTEE BUDGET DISPLAY**

| State of California | | | | Award #: | NI-2223-32 |
|---|--|----------------|-----------|--------------------|-------------------|
| California Department of Aging | | | | Date: | 7/1/2022 |
| Exhibit B, Attachment 1 - Budget Display | | | | Page 1 of 1 | |
| SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE | | | | | |
| Budget Display | | | | | |
| Area 32 Agency on Aging | | | | | |
| July 1, 2022 through December 31, 2024 | | | | | |
| Program | Fund Type | Project Number | Baseline | Adjustment | TOTAL |
| Senior Nutrition Infrastructure | Older Adults' Recovery and Resilience Fund - Home and Community Based Services | HNIL | \$727,648 | \$0 | \$727,648 |
| Notes | | | | | |
| AAAs can utilize up to 10% of the funding for Administration | | | | | |
| Expenditures must be reported in closeout by January 31, 2025 | | | | | |