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COUNTY OF MONTEREY

Amendment #1 to Agreement #5010-260
Meals on Wheels of the Monterey Peninsula

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Meals on Wheels of the Monterey Peninsula (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for the provision of congregate and home delivered meals, nutrition education, and health promotion services to seniors in the Peninsula region and Salinas for a term of July 1, 2022 through June 30, 2023 with a total contract not to exceed the amount of $712,605.00 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment #1 by **adding $632,216**, for a new total contract amount of **$1,344,821**, revise the scope of services **to include the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure (NI) Grant for the Title III-C Older Californians Nutrition Program (OCNP) funded services** and to extend the term through **November 30, 2023.**

NOW THEREFORE, the parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0 "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitation set forth in the Agreement. The total amount payable to County to CONTRACTOR under this Agreement shall not exceed the sum of **$1,344,821**".

2. **Section 3.0, "TERM OF AGREEMENT"** is hereby amended as follows: "The term of this Agreement is from July 1, 2022 to **November 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.

3. **Exhibit AA,** Section III "**SUBAWARD INFORMATION**" is hereby amended to the following: "**Federal Award Identification Number (FAIN):** AP-2223-32, and **NI-2223-32**."

4. **Exhibit AA,** Section III "**SUBAWARD INFORMATION**" is hereby amended to the following: "CFDA Pass-through information and Dollar Amount: Title III – 93.045 - $507,534, NSIP – 93.053 - $41,175, and **State Funds (Title III C HCBS-NI) $632,216**"

5. **Exhibit AA,** Section III "**SUBAWARD INFORMATION**" is hereby amended to the following: "Federal Award Description: Administration on Aging, Department of Health and Human Services:
    1. Special Programs for the Aging – Title III, Part D – Disease Prevention and Health Promotion Services
    2. Special Programs for the Aging – Title III, Part C – Nutrition Services
    3. Nutrition Services Incentive Program (NSIP)

    State Funds:

1. **Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant for the Title III-C Older Californians Nutrition Program (OCNP)**"

6. **Exhibit AA,** Section V, Paragraph titled **"SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended to the following: "CONTRACTOR shall provide the services outlined in **Exhibits AA**, A-1, A-2, **AA-3, and A-4**."

7. **Exhibit AA,** Section VI, Paragraph titled **"AGING AND DISABILITY RESOURCE CONNECTION (ADRC)"** shall be amended to the following: **CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connect (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.**
   a. **Joining the ADRC network as a partner agency,**
   b. **Participating in monthly ADRC meetings,**
   c. **Referring individuals to ADRC partner agencies,**
   d. **Connecting individuals with other services through a warm hand-off when possible, and**
   e. **Sharing information about your agency's services with ADRC partners.**

8. **Exhibit AA,** Section VII, Paragraph titled **"TARGETING POLICY"** shall be amended to the following: **"Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans' Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. (OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135)**

   1. **Individuals eligible to receive a meal at a congregate nutrition site are:**
      a. **Any older individual.**
      b. **The spouse of any older individual.**
      c. **A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.**
      d. **A disabled individual who resides at home with and accompanies an older individual who participates in the program.**
      e. **A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]**

   2. **b. Individuals eligible to receive a home-delivered meal are individuals who are:**
      a. **Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].**
      b. **A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.**

c. **An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.**

9. **Exhibit AA,** Section VIII, Paragraph titled **"GETCARE LICENSES"** shall be amended to the following: "County will pay for one (1) GetCare license for CONTRACTOR each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. **To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days."**

10. **Exhibit AA,** Section IX, Paragraph titled **"AUDIT PROVISIONS"** shall be amended to the following: "CONTRACTOR is required to provide an audit as per the terms in Exhibit H. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in **Exhibits AA,** A-1, A-2, **AA-3, and A-4**."

11. **Exhibit AA,** Section X, Paragraph titled **"EQUIPMENT"** shall be amended to the following: "**For Title III C-2, and NSIP funding:**" and **"For purchases using the HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program funding:** CONTRACTOR must use the list of equipment items on **Exhibit A-2** that were pre-approved by CDA. Per CDA, for these specific equipment purchases, no written justification or pre-approval is required prior to purchase. Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. All equipment must be received by **November 30, 2023** and for expenses to be claimed against this Agreement."

12. **Exhibit AA,** Section XII, Paragraph titled **"INVOICE/PAYMENT PROVISIONS"** shall be amended to the following: CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Exhibits AA**, A-1, A-2, **AA-3, and A-4,** Section I, Services to be Provided, and Section II, Performance Reporting" and "COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I."

13. Section XIII of **Exhibit AA** "**PAYMENT SUMMARY**" reflects the addition of **$632,216** to the **HCBS-NI, Title III C** funding type for a total amount payable by COUNTY to CONTRACTOR under this agreement of **$1,344,821.**

14. **Exhibit AA-1** reflects **added descriptions to the TITLE III C-1 CONGREGATE NUTRITION scope of services.**

15. **Exhibit AA-3** reflects **added descriptions to the HEALTH PROMOTION scope of services**.

16. **Exhibit A-4** reflects added descriptions to the HCBS-NI scope of services, the funding source, CDA approved list of equipment for purchase, reporting, match requirements, funding added, and date by which the funding is to be expended.

17. **Exhibit BB replaces** Exhibit B references the new **Exhibits AA and C-4,** and also include new language required by the State on **pg. 6, Section 5.01 and Section 5.02**

18. **Exhibit C-4** provide budget detail for the funds being added.

19. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

20. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____

Lori A. Medina
DSS Director

Date: _____

Meals on Wheels of the Monterey Peninsula
Contractor's Business Name

DocuSigned by:

By: _____
(Chair, President, Vice President)

_____
(Print Name & Title)

Date: 1/12/2023 | 5:00 PM PST

DocuSigned by:

By: _____
(Secretary, CFO, Treasurer

_____
(Print Name and Title)

Date: 1/16/2023 | 9:29 AM PST

Approved as to Form:

DocuSigned by:

_____
Deputy County Counsel

Date: 1/17/2023 | 10:58 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
_____
Auditor-Controller's Office

Date: 1/17/2023 | 2:50 PM PST

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EXHIBIT BB

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C-4**. Only the costs listed in **Exhibit C-4** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:
(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

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deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

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c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  1) the dangers of drug abuse in the workplace;
  2) the organization's policy of maintaining a drug-free workplace;
  3) any available drug counseling, rehabilitation, and employee assistance programs;
  4) the penalties that may be imposed upon employees for drug abuse violations;
  5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and

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complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;

- **7 Code of Federal Regulations (CFR),** Part 15 and **28 CFR** Part 42;

- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);

- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;

- **Monterey COUNTY Code**, Chap. 2.80.;

- **Age Discrimination in Employment Act 1975,** as amended **(ADEA),** 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);

- **California Equal Pay Act**, Labor Code Sec.1197.5.

- **California Government Code** Section 4450**;**

- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**

- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**

- **California Code of Regulations, Title 24, Section 3105A(e)**

- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35**,** or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- **a.** Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- **b.** Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

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VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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EXHIBIT C-4

MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32

Older Adults' Recovery and Resilience Fund
Home and Community Based Services

BUDGET PERIOD: FEB 1, 2023 - NOV 30, 2023

Name of Agency: Meals on Wheels of the Monterey Peninsula

Address of Agency: 700 Jewell Avenue

Pacific Grove, CA 93950

Project Name: HCBS/NI (Title III C)

Funding Source and Catalog

State Funds		OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITES - C1
State Funds		OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITES - C2
State Funds		SENIOR LEGAL SERVICES - 3B
State Funds		FAMILY CAREGIVING SUPPORT - 3E
State Funds		DIGNITY AT HOME FALL PREVENTION
State Funds	x	SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE

Budget Version

Check one:		
	Original	x
	Revision	

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Christine Winge (831) 375-4454
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Christine Winge (831) 375-4454
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:

Completeness and Accuracy

Reviewed for Allowable Costs

Indirect Cost limit 10%

No Required Match

Date Budget Received:

Budget Approved by Fiscal Officer:

Budget Approved by Program:

Get-Care Updated by Vendor:

Get-Care Verified by Fiscal Officer:

Budget Template Last Updated: 10/25/22 By Veronica Renteria

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Agency Name: Meals on Wheels of the Monterey Peninsula

SECTION A:

BUDGET SUMMARY

Categories of Expenses	HCBS/NI (Title III C)	Total Budget
Personnel	**$ -**	**$ -**
Operating Expenses	**$ 632,216**	**$ 632,216**
Total	**$ 632,216**	**$ 632,216**

Source of Revenue		HCBS/NI (Title III C) Cash	HCBS/NI (Title III C) In-Kind	Total Budget Cash	Total Budget In-Kind
AAA Grant		**$ 632,216**		**$ 632,216**	**$ -**
Project Income				**$ -**	$ -
Other Federal Funds	*Match*			**$ -**	$ -
	Non-Match			**$ -**	$ -
Other State Funds	*Match*			**$ -**	$ -
	Non-Match			**$ -**	$ -
County/City Funds	*Match*			**$ -**	$ -
	Non-Match			**$ -**	$ -
Private Grants	*Match*			**$ -**	$ -
	Non-Match			**$ -**	$ -
Net Fundraising	*Match*		$ -	**$ -**	$ -
	Non-Match			**$ -**	$ -
Totals by match	*Match*	$ -	$ -	**$ -**	$ -
	Non-Match	$ -	$ -	**$ -**	$ -
TOTAL		**$ 632,216**		**$ 632,216**	

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SECTION B:

Meals on Wheels of the Monterey Peninsula
HCBS/NI (Title III C)
SCHEDULE OF PERSONNEL COSTS

No.	Paid Staff Positions	Annual Salary	% on Program **HCBS/NI (Title III C)**	Program Cost
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	Total Salaries - Personnel	$ -	$ -	$ -
	Payroll Taxes - ERE		$ -	$ -
	Employee Benefits - ERE		$ -	$ -
	Total Paid Staff	**$ -**	**$ -**	**$ -**

No.	In-Kind: Donated Services	Hourly Wage	% on Program **HCBS/NI (Title III C)**	Program Cost
				$ -
				$ -
				$ -
				$ -
				$ -
	Total In-Kind Staff		**$ -**	**$ -**
	Total Personnel Costs	**$ -**	**$ -**	**$ -**

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

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SECTION C:

Meals on Wheels of the Monterey Peninsula

HCBS/NI (Title III C)

OPERATING EXPENSES / EQUIPMENT AND INDIRECT COSTS

OPERATING EXPENSE & EQUIPMENT	**HCBS/NI (Title III C)**		**Total Budget**	
	Cash	**In-Kind**	**Cash**	**In-Kind**
*Travel			$ -	$ -
Space			$ -	$ -
Food			$ -	$ -
Client Support			$ -	$ -
Equipment	$ 632,216		$ 632,216	$ -
Materials and Supplies			$ -	$ -
Operating Services			$ -	$ -
Indirect Costs			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Total Operating Expenses	632,216	-	632,216	-

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: http://www.co.monterey.ca.us/auditor/policies.htm CONTRACTOR must provide a detailed breakdown of authorized expenses.*