

**RENEWAL AND AMMENDMENT #2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
NORTH COUNTY RECREATION & PARK DISTRICT**

THIS RENEWAL AND AMENDMENT #2 to the Agreement (“Agreement #5010-257”) is made by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and North County Recreation & Park District (hereinafter, "CONTRACTOR").

WHEREAS, The COUNTY and CONTRACTOR entered into an agreement to provision of congregate meals and health promotion services for Monterey County seniors for a term of July 1, 2022 through June 30, 2023 with a total contract not to exceed the amount of \$63,597 (hereinafter, “Original Agreement”).

WHEREAS, the Agreement was amended via Amendment #1 by adding funding in the amount of \$398,916, for a new total contract amount of \$462,513 and revise the scope of services to include Intergenerational Activities and Senior Nutrition Infrastructure, Home and Community Based Services (HCBS), Older Adults Recovery and Resilience (OARR) funded services and extend the term through November 30, 2023.

WHEREAS, on November 30, 2023, Agreement #5010-257 expired by its terms; and

WHEREAS, the parties wish to renew and amend Agreement #5010-257 retroactive to November 30, 2023; and

WHEREAS, this Renewal and Amendment #2 is necessary due to County’s continued need for CONTRACTOR’s services; and

WHEREAS, the parties wish to amend the Agreement via Amendment #2 by **revising** scope of work and **extending** the term through **August 31, 2024** for **Intergenerational Activities and Senior Nutrition Infrastructure, Home and Community Based Services (HCBS), Older Adults Recovery and Resilience (OARR)** funded services with no change to the contract total.

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 and in Amendment No.1 incorporated herein by this reference, except as specifically set forth below.

1. **This Agreement #5010-257 is hereby renewed retroactive to November 30, 2023 and extend the term through August 31, 2024 and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.**
2. **Exhibit AAA, Section V, Paragraph titled “SERVICES TO BE PROVIDED BY CONTRACTOR” shall be amended with the following: “CONTRACTOR shall provide the services outlined in Exhibits AAA, A-1, A-2, AA-3, and AA-4.”**
3. **Exhibit AAA, 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 **AAA, A-1, A-2, AA-3, and AA-4.**”

4. **Exhibit AAA**, Section X, Paragraph titled “**EQUIPMENT**” shall be amended with the following:

“Equipment must be received by June 30, 2023 for expenses to be claimed against this Agreement **except for OARR-OCNP and Intergenerational Activities equipment must be received by August 31, 2024 for expenses to be claimed against this Agreement.** Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5.** A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-6**).

2. **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-4 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 August 31, 2024 and for expenses to be claimed against this Agreement.”

5. **Exhibit AAA**, Section XI, Paragraph titled “**PROGRAM INCOME**”, shall be amended with the following: “**All Program Income for OARR-OCNP and Intergenerational Activities and HCBS- NI Grant must be received within the contract term and must be spent by August 31, 2024.**”
6. **Exhibit AAA**, Section XII, Paragraph titled “**INVOICE/PAYMENT PROVISIONS**”, shall be amended to the following:
“Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order 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 A-1, A-2, AA-3, and AA-4**, Section I, Services to be provided by Contractor, and Section II, Performance Reporting.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I. **PAYMENT BY COUNTY.** Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the

previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2023, with the final invoice due no later than June 10, 2023. CONTRACTOR acknowledges that **the Title III C-1 Congregate Meals, C-1 NSIP, and Title III D Health Promotion** funding under this Agreement will be exhausted by May 31, 2023; however, services will continue through June 30, 2023 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than September 10, 2024, with the final invoice due no later than September 10, 2024. CONTRACTOR acknowledges that the **OARR-OCNP and Intergenerational Activities** funding and **HCBS-NI Grant** under this Agreement will be exhausted by August 31, 2024.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR’s invoice to COUNTY, as appropriate.”

- 7. **Exhibit AAA**, Section XIII, Paragraph titled “**PAYMENT SUMMARY**” reflects extended term date through **August 31, 2024**.
- 8. **Exhibit AAA**, Section XIII, Paragraph titled “**PAYMENT SUMMARY**” shall be amended with the following:
“The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31, 2024 for OARR- OCNP and Intergenerational Activities, Title C-1 shall not exceed three hundred and eighty-eight thousand, seven hundred and forty-nine dollars (\$388,749).

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31 2024 for HCBS- NI, Title III C Services, shall not exceed ten thousand, one hundred and sixty-seven dollars (\$10,167).

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31, 2024 shall not exceed four hundred and sixty-two thousand, five hundred and thirteen dollars (\$462,513).”

- 9. **Exhibit AA-3**, Section I, Paragraph titled “**SERVICES TO BE PROVIDED**” shall be amended with the following: **“Start of Program: CONTRACTOR shall obtain all certifications, promote workshops, and purchase supplies and equipment in July 2023 to begin workshops in August 2023.”**
- 10. **Exhibit AA-3**, Section I, Paragraph titled “**SERVICES TO BE PROVIDED**” shall be amended with the following:
“Estimated Service Units to be delivered:
50
Benchmark of Nutrition Education Services
by September 30th 11 Units (22%)
by December 31st 22 Units (44%)

by March 31st 33 Units (66%)
by June 30th 44 Units (88%)
by August 31st 50 Units (100%)”

11. **Exhibit AA-3**, Section II, Paragraph titled “**PERFORMANCE REPORTING**” shall be amended with the following: “CONTRACTOR shall provide an Intergenerational Activities quarterly narrative report to COUNTY describing the intergenerational activities, demographics of participants, and successes and challenges with activities by **October 10, 2023, January 10, 2024, April 10, 2024, July 10, 2024, and September 10, 2024**. The Intergenerational Activities Narrative Report shall be in the form set forth in **Exhibit D-9**.”
12. **Exhibit AA-3**, Section IV, Paragraph titled “**PAYMENT SUMMARY**” shall be amended with the following: “The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2022 through **August 31, 2024** for OARR for the Older Nutrition Program & Intergenerational Activities, Title C-1 shall not exceed **three hundred and eighty-eight thousand, seven hundred and forty-nine dollars (\$388,749)**.”
13. **Exhibit AA-4**, Section IV, Paragraph titled “**PAYMENT SUMMARY**” shall be amended with the following: “The maximum amount to be paid by County to CONTRACTOR for the HCBS NI Program for the period July 1, 2022 through **August 31, 2024** shall not exceed **ten thousand, one hundred sixty-seven dollars (\$10,167)**.”
14. **Exhibit BBB** replaces Exhibit BB references the new **Exhibits AAA, AA-3, AA-4, CC-3 and CC-4, and extending date to submit final invoice**.
15. **Exhibit CC-3** replaces Exhibit C-3, provides budget detail for OARR/HCBS Intergenerational Activities, **extending** term through **August 31, 2024**.
16. **Exhibit CC-4** replaces Exhibit C-4, provides budget detail for HCBS Infrastructure Grant, **extending** term through **August 31, 2024**.
17. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
18. A copy of this Amendment No. 2 shall be attached to the Agreement.

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

COUNTY OF MONTEREY:

CONTRACTOR:

North County Recreation & Park District

By: _____
Lori A. Medina
DSS Director

DocuSigned by:
Grant Leonard
By: _____
BC480789F6594EF...
(Chair, President, Vice President)

Grant Leonard, Board Chair

(Print Name & Title)

Date: _____

Date: 1/19/2024 | 9:54 AM PST

Approved as to Form:

DocuSigned by:
Ana Garcia
By: _____
D473D73D36AC467...
(Secretary, CFO, Treasurer)

DocuSigned by:
Anne Breton, County Counsel

07025F3AA36B4A4...
Deputy County Counsel

Ana Garcia, Board Secretary

(Print Name and Title)

Date: 1/23/2024 | 2:20 PM PST

Date: 1/23/2024 | 1:54 PM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz

E79EF64E57454F6...
Auditor Controller

Date: 1/25/2024 | 8:52 AM PST

**SCOPE OF SERVICES/PAYMENT PROVISIONS
NORTH COUNTY RECREATION AND PARK DISTRICT**

July 1, 2022 – August 31, 2024

I. CONTACT INFORMATION

Contact Person & Disaster Preparedness Coordinator	Alex Lopez General Manager/Coordinator North County Recreation and Park District 11261 Crane Street Castroville, CA 95012 (831) 633-3084 Fax: (831) 633-3160 alex@ncrpd.org
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County Contract Manager:	Erika Estrada, Management Analyst Area Agency on Aging Department of Social Services 730 La Guardia Street Salinas, CA 93905 (831) 784-2172 estradame@co.monterey.ca.us
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II. SITE LOCATIONS:

Elderly Nutrition Program Dining Centers:	
Castroville Community Center (Meal Delivery and Service) M-F 11:30 a.m. 11261 Crane Street Castroville, CA 95012 (831) 633-3084	Prunedale Senior Center (Meal Delivery Only) M-F 11:30 a.m. 8300 A Prunedale Road North Prunedale, CA 93907 (831) 663-5023

III. SUBAWARD INFORMATION

Sub-award: State of California, Department of Aging

CONTRACTOR DUNS Number: 006328082

Federal Award Identification Number (FAIN): AP-2223-32, IF-2223-32, and NI-2223-32

Date County Awarded Funding: 7/1/2022

CFDA Pass-through Information and Dollar Amount:

California Department of Aging

93.043 – Title III-D - \$9,521

93.045 – Title III C-1 - \$48,638

93.053 – NSIP - \$5,438

State funds - OARR-OCNP and Intergenerational Activities (Title III C-1) \$388,749 and HCBS/NI (Title III C) \$10,167

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

State Funds:

1. **Older Adults Recovery and Resilience (OARR) funding for the Older Californians Nutrition Program (OCNP) and Intergenerational Activities, Title III C-1**
2. **Home and Community Based Services (HCBS) Senior Nutrition Infrastructure (NI) Grant for the Title III-C Older Californians Nutrition Program (OCNP)**

Research and Development: no

Indirect Cost Rate: 10%

IV. SERVICES COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Clean Water Act, as amended. [33 USC 1251]
3. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
5. Public Contract Code Section 10295.3
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].

In addition, there are local requirements of the Monterey County Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook. Electronic version available upon request.

V. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits AAA, A-1, A-2, AA-3, and AA-4.**

CONTRACTOR shall provide services in compliance with the Monterey County Elderly

Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, the California Code of Regulations Title 22. Social Security, Division 1.8. California Department of Aging, Chapter 4.(1) Title III Programs – Program and Service Provider Requirements, Article 1. General Requirements for Programs and Service Providers and Article 5. Title III C-Elderly Nutrition Program.

Services shall be provided in the North County region of Monterey County.
North County Region: *Aromas, Castroville, Moss Landing, Pajaro, and Prunedale.*

VI. AGING AND DISABILITY RESOURCE CONNECTION (ADRC)

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.**

VII. TARGETING POLICY:

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)]**

The Older Americans Act, Amendments of 2006 defines the term *Greatest Economic Need* as the need resulting from an income level at or below the poverty line. The term *Greatest Social Need* means the need caused by:

- Physical and mental disabilities
- Language barriers

- Isolation caused by cultural, racial or ethnic status, **sexual orientation, gender identity, or gender expression**
- Social or geographic isolation
- **HIV status**

Particular attention is required to serve older individuals that are:

- **Low-income individuals**
- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer’s disease or related dementias
- Lesbian, Gay, Bisexual and Transgender (LGBT) older adults

VIII. GETCARE LICENSES

COUNTY will pay for one (1) GetCare license 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 COUNTY in writing within 15 days.

IX. AUDIT PROVISIONS

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 AAA, A-1, A-2, AA-3, and AA-4**.

X. EQUIPMENT

1. For Title III C-1, NSIP, and OARR-OCNP and Intergenerational Activities funding:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000. In addition, any computing devices, regardless of cost, require justification and approval by COUNTY.

CONTRACTOR must receive prior approval from COUNTY in writing for any computing devices, regardless of cost. See **Exhibit D-5** for detailed equipment purchase guidelines.

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required. Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting

quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND COUNTY. The action and results must be documented.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2023 for expenses to be claimed against this Agreement **except for OARR-OCNP and Intergenerational Activities equipment must be received by August 31, 2024 for expenses to be claimed against this Agreement.** Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-6**).

2. 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-4 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 August 31, 2024 and for expenses to be claimed against this Agreement.

XI. PROGRAM INCOME

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered (e.g., guest meal fees);
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (**REQUIRES WRITTEN APPROVAL FROM AAA**).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are

included in attached budgets and shall be used to expand the service.

All Program Income for **Title III C-1 Congregate Meals, C-1 NSIP, and Title III D Health Promotion must be received and** must be spent by the end of the fiscal year, June 30, 2023.

All Program Income for OARR-OCNP and Intergenerational Activities and HCBS-NI Grant must be received within the contract term and must be spent by August 31, 2024.

XII. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order 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 A-1, A-2, AA-3, and AA-4**, Section I, Services to be provided by Contractor, and Section II, Performance Reporting.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2023, with the final invoice due no later than June 10, 2023. CONTRACTOR acknowledges that **the Title III C-1 Congregate Meals, C-1 NSIP, and Title III D Health Promotion** funding under this Agreement will be exhausted by May 31, 2023; however, services will continue through June 30, 2023 with other program funding and will be recorded as Cash Match.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than **September 10, 2024**, with the final invoice due no later than **September 10, 2024**. CONTRACTOR acknowledges that **the OARR-OCNP and Intergenerational Activities funding and HCBS-NI Grant under this Agreement will be exhausted by August 31, 2024.**

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR’s invoice to COUNTY, as appropriate.

XIII. PAYMENT SUMMARY:

<i>Funding Type</i>	<i>7/1/22-6/30/23 Amounts</i>	<i>7/1/22-8/31/2024 Amounts</i>	<i>7/1/22-8/31/2024 TOTALS</i>
Title III, C-1	\$48,638		\$48,638
C-1, NSIP	\$5,438		\$5,438

SUB-TOTAL	\$54,076		\$54,076
III D, Health Promotion	\$9,521		\$9,521
OARR-OCNP and Intergenerational Activities, Title C-1		\$388,749	\$388,749
HCBS-NI		\$10,167	\$10,167
TOTAL:	\$63,597	\$398,916	\$462,513

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through June 30, 2023 for **Title III C-1, C-1/NSIP, and Title III D** shall not exceed **sixty-three thousand, five hundred and ninety-seven dollars (\$63,597)**.

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31, 2024 for OARR-OCNP and Intergenerational Activities, Title C-1 shall not exceed three hundred and eighty-eight thousand, seven hundred and forty-nine dollars (\$388,749).

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31 2024 for HCBS- NI, Title III C Services, shall not exceed ten thousand, one hundred and sixty-seven dollars (\$10,167).

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2022 through August 31, 2024 shall not exceed four hundred and sixty-two thousand, five hundred and thirteen dollars (\$462,513).

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-2223-32, **IF-2223-32, and NI-2223-32**. The terms and conditions of the CDA Agreement are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County will provide an electronic copy of the Agreement to Contractor.

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SCOPE OF SERVICES

TITLE III C-1 CONGREGATE NUTRITION MEALS (CFDA #93.045) NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)

I. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall prepare and deliver meals to all congregate meal sites in Castroville and Prunedale.

Title III-C1 Congregate Nutrition (CFDA #93.045)
Nutrition Services Incentive Program (NSIP) CFDA (93.053)

CONTRACTOR shall provide congregate nutrition site coordination to include community outreach to increase participation rates, enrollment of new participants, data reporting, planning and development of nutrition site activities.

CONTRACTOR shall provide Congregate Nutrition Services Monday through Friday to the Castroville Community Center and Prunedale Senior Center in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.1. Requirements for Congregate Nutrition Services, Section 7638.7. Eligibility for Nutrition Services and Section 7638.9 Contributions and Fees for Cost of Meals.

CONTRACTOR shall complete and maintain nutrition screening of congregate meal participants for all North County Congregate Meal Sites in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly site inspections completed by the Monterey County Area Agency on Aging (AAA) Registered Dietitian (R.D.) to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements.

CONTRACTOR shall provide nutritious hot meals Monday through Friday including but not limited to the two Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

- a. Submit a minimum of a four-week menu to the AAA RD for approval at least two weeks in advance of service
- b. Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- c. Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

CONTRACTOR shall complete and maintain temperature documentation for meals in accordance with the California Retail Food Code (CRFC).

CONTRACTOR shall maintain nutrition risk assessment screenings of congregate meal participants and annual nutrition education needs assessment in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1.7 General Requirements.

CONTRACTOR shall participate in quarterly kitchen inspections completed by the AAA RD to monitor for safe food handling and sanitation practices in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.1. General Requirements.

CONTRACTOR shall complete a minimum of 4 hours of staff training in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7636.5. Staff/Volunteer Requirements.

CONTRACTOR shall provide nutritious hot lunches Monday through Friday including but not limited to the two Elderly Nutrition Program Dining Centers listed in **Exhibit A**, Section II, in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

1. Service: Title III C-1 Congregate Meals

Unit of Service Definition:

Title III C-1 Congregate Meals are a lunch meal provided to an eligible individual in a congregate group setting. The meals meet all of the requirements of the Older Americans Act and State/Local laws and assure a minimum one-third of the Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered:

Title III C-1 Congregate Meals: 5,250

Benchmark of Title III C-1 Congregate meals to be prepared and delivered:

by September 30 th	1,312	Units	(25%)
by December 31 th	2,624	Units	(50%)
by March 31 th	3,936	Units	(75%)
by June 30 th	5,250	Units	(100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. This is a registered service which requires client profile information such as name, birth date, zip code, etc., and the quantity and type of services provided.

CONTRACTOR shall provide a quarterly narrative report to the COUNTY describing the progress of services by October 10, 2022, January 10, 2023, April 10, 2023 and July 10, 2023. The Narrative Report shall be in the form of **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR shall provide a corrective action plan if requested by the County Contract Manager describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and NSIP, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/ in-kind claimed and must be available upon request.

Incentive funding for NSIP requires no local match or in-kind match; however NSIP funds can only be applied towards food costs.

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2022 through June 30, 2023 for Title III C-1 Congregate Nutrition Meals and Nutrition Services Incentive Program (NSIP) shall not exceed **fifty-four thousand and seventy-six dollars (\$54,076)**.

SCOPE OF SERVICES

TITLE III D (CFDA #93.043) HEALTH PROMOTION

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide evidence-based Health Promotion Services at congregate meal sites at the Castroville Community Center and the Prunedale Senior Center and other locations in Monterey North County as available. CONTRACTOR shall also provide outreach to target populations to encourage participation. (Evidence based is defined as programs that have been developed using scientific research to develop and test the intervention and then document that the program achieves what it claimed for the majority of participants. Evidence based programs use a tested curriculum, so every participant gets the same information and the programs are led by individuals trained and certified to lead this specific workshop.)

1. Service: Title III D Health Promotion

Unit of Service Definition

Provide health risk assessments; promote health through physical fitness activities, group exercise, music, art therapy, dance movement and programs for multigenerational participation. In addition, CONTRACTOR shall provide subject expert speakers on topics of health and medical information to encourage seniors to stay active; become mentally, physically and socially engaged, enable them to live lives of quality, meaning and dignity. Primary activities are normally on a one-to-one basis; if done as a group activity, each participant shall be counted as one contact unit.

Unit Measure:

- Contact

Estimated Service Units to be delivered:

750

Benchmark of Nutrition Education Services

by September 30 th	187 Units	(25%)
by December 31 st	375 Units	(50%)
by March 31 st	563 Units	(75%)
by June 30 th	750 Units	(100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Health Promotion is not a registered service but does require client estimate information.

CONTRACTOR shall provide a quarterly narrative report to COUNTY describing the progress of services by October 10, 2022, January 10, 2023, April 10, 2023 and July 10, 2023. The Narrative Report shall be in the form set forth in **Exhibit D-4**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR shall provide a corrective action plan if requested by the County Contract Manager describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage. If in-kind match is applied, sub-contractor must provide written documentation explaining how the in-kind was determined and valued. Sub-contractor is required to maintain proper documentation supporting cash/in-kind claimed and must be available upon request.

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2022 through June 30, 2023 for Title III D Health Promotion shall not exceed **nine thousand five hundred and twenty-one dollars (\$9,521)**.

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SCOPE OF SERVICES

TITLE III C-1 HOME AND COMMUNITY BASED SERVICES (HCBS), OLDER ADULTS RECOVERY AND RESILIENCE (OARR), OLDER CALIFORNIA'S NUTRITION PROGRAM (OCNP) AND INTERGENERATIONAL ACTIVITIES

I. SERVICES TO BE PROVIDED

CONTRACTOR shall plan, develop, and implement intergenerational activities that connect Older Californians Nutrition Program participants with younger generations to promote greater understanding and respect between generations and strengthen older adults' recovery and resilience from the isolation and health impacts of the COVID-19 pandemic. Intergenerational activities approved are nutritional meal choices offered through cooking demonstrations for older adults partnered with younger generation individuals. CONTRACTOR's lead chef is a graduate of the Drummond Culinary Academy. The lead chef or designated staff will conduct the instructor led and hands-on cooking demonstrations. CONTRACTOR may collaborate with the Rancho Cielo Drummond Culinary Academy chefs and students, and local high school students to assist and support NCRPD with the cooking demonstrations. CONTRACTOR shall also partner with the Blue Zones Project to help the community make healthy food choices.

- **Target Population:**
 - Seniors 60 years or older who are paired with an adult and/or child younger than them.
 - Participants do not need to be related or from the same household.
- **Curriculum:** CONTRACTOR shall use Leah's Pantry Food Smarts curriculum to conduct cooking demonstrations and provide nutritional health education to participants. Food Smarts is a flexible, learner-centered cooking and nutrition-based curriculum that includes materials and lesson plans appropriate for K-12 and adults (including older adults). It has self-paced nutrition education modules for instructors to lead cooking demonstrations. CONTRACTOR shall have the option to use and customize the recipes from EatFresh.org for the cooking demonstrations to offer healthy, delicious, and culturally relevant meal options to the community. Should CONTRACTOR choose not to use the Food Smarts curriculum, CONTRACTOR shall seek and obtain approval from COUNTY prior to using any alternative curriculum.
- **Supply Kits:** CONTRACTOR shall provide supply kits that complement the recipes for participants to take home after each workshop. Supplies may include measuring cups, plates (e.g., portion control), aprons, sanitization supplies, etc.
- **Certifications:** CONTRACTOR's chef and/or designated staff shall complete the Food Smarts Facilitator and ServSafe Food Handler Training and acquire the required certifications and training materials prior to conducting the workshops.
- **Language:** Workshops shall be offered and delivered in English as well as Spanish by bilingual staff.

- **Start of Program:** CONTRACTOR shall obtain all certifications, promote workshops, and purchase supplies and equipment in **July 2023** to begin workshops in **August 2023**.
- **Workshop Capacity:** Up to 40 individuals may be allowed per workshop. CONTRACTOR has the liberty of increasing or decreasing the number of participants depending on the capacity of the workshop locations.
- **Locations:** Workshops shall be offered at various locations including: North County Recreation and Park District Community Center/Gym, Japanese School House, and/or other locations identified by COUNTY and CONTRACTOR.
- **Schedule of Workshops:**
 - Offered bi-weekly, every other week, or as often as needed.
 - Workshops shall be 2-hours in length and extended if needed.
 - Workshops shall be offered afterschool between the hours of 4-6pm or 5-7pm.
 - Workshop schedules may be changed by CONTRACTOR if needed to accommodate students afterschool hours or vacation schedules.
 - CONTRACTOR must develop, promote, and provide COUNTY with a workshop schedule one month in advance.
- **Sequence of Workshops:** The workshops are not succession-based. Participants have the option to attend one or more workshops, based on seats available and after their registration is confirmed. Each workshop can have different participants. If there is a waitlist, CONTRACTOR shall rotate participants to provide everyone an opportunity to participate or schedule another workshop.
- **Registration:** Attendees must register 2-days in advance prior to the workshop date to reserve a spot to allow CONTRACTOR time to purchase food and supplies for the cooking demonstrations. CONTRACTOR shall offer several options for participants to register including by phone, email, and/or using an online registration system.
- **Intergenerational Activity Intake Form:** At the beginning of each workshop, CONTRACTOR shall have participants complete an Intergenerational Activity Intake Form set forth in **Exhibit D-7** and have a sign-in sheet for each workshop.
- **Post Evaluations:** After every workshop, CONTRACTOR shall have the participants complete a post evaluation using the form set forth in **Exhibit D-8**.

1. Service: Intergenerational Activities

Unit of Service Definition

Provide nutritional meal demonstration workshops; promote health and education through meal demonstrations for multigenerational participation. CONTRACTOR shall provide instructor for meal demonstrations and encourage seniors to interact with other younger generations individuals to promote greater understanding and respect between generations and strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic. Workshops are in class setting and group activity, each participant shall be counted as a client served.

Unit Measure:

1 Workshop (nutritional meal demonstration session)

Estimated Service Units to be delivered:

50

Benchmark of Nutrition Education Services

by September 30th 11 Units (22%)

by December 31st 22 Units (44%)

by March 31st 33 Units (66%)

by June 30th 44 Units (88%)
by August 31st 50 Units (100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service.

CONTRACTOR is required to report expenditures monthly to AAA by providing invoices and receipts of all expenditures under the OARR for the Older Nutrition Program & Intergenerational Activities, Title C by the 10th of each month, following the month of purchase/expense.

CONTRACTOR shall provide an Intergenerational Activities quarterly narrative report to COUNTY describing the intergenerational activities, demographics of participants, and successes and challenges with activities by **October 10, 2023, January 10, 2024, April 10, 2024, July 10, 2024, and September 10, 2024**. The Intergenerational Activities Narrative Report shall be in the form set forth in **Exhibit D-9**.

COUNTY has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The COUNTY has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR shall provide a corrective action plan if requested by the County Contract Manager describing the reason for the occurrence and a plan to meet the benchmark.

III. MATCH REQUIREMENTS

OARR for the Older Californians Nutrition Program and Intergenerational Activities does not require a match and cannot be used as match for any other program.

IV. PAYMENT SUMMARY

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2022 through **August 31, 2024** for OARR for the Older Nutrition Program & Intergenerational Activities, Title C-1 shall not exceed **three hundred and eighty-eight thousand, seven hundred and forty-nine dollars (\$388,749)**.

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SCOPE OF SERVICES

HOME AND COMMUNITY BASED SERVICES (HCBS) SENIOR NUTRITION INFRASTRUCTURE (NI) GRANT FOR THE TITLE III-C OLDER CALIFORNIANS NUTRITION PROGRAM (OCNP)

I. SERVICES TO BE PROVIDED

The Mello-Granlund Older Californians Act funding for the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure (NI) Grant for the Title III-C Older Californians Nutrition Program provides one-time funding to support the capacity and infrastructure improvements for Senior Nutrition Programs.

CONTRACTOR shall use the HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program funding to support their Senior Nutrition Program to purchase, upgrade, or refurbish infrastructure for the production and distribution of congregate meals.

CONTRACTOR must use the list of equipment items below that were pre-approved by California Department of Aging (CDA) for purchases using the HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program only. Per CDA, no written justification or pre-approval is required prior to purchase.

CONTRACTOR is required to keep detailed records of all purchases made.

CDA Approved List of NCRPD Equipment for Purchase <i>HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program</i>				
Item No.	Description	Qty	Estimated Cost Per Item	Total Cost
1	Robot Coupe CL50EULTRA 1 Speed Cutter Mixer Food Processor w/ Side Discharge, 120v	1	\$2,542.00	\$2,542.00
2	Jade Range 1030100000 Front Top Grate	2	\$300.50	\$601.00
3	Jade Range 3015700000 Dial, Tstat (for range and flat griddle)	9	\$44.78	\$403.02
4	KitchenAid KSMC895NP Silver 8 Qt. Bowl Lift Countertop Mixer with Guard & Standard Accessories - 120V, 1 3/10 hp	1	\$928.00	\$928.00
5	Cactus Mat 3520-R3 VIP Floormate 29" x 39" Red Heavy-Duty Grease-Resistant Rubber Anti-Fatigue Floor Mat - 7/8" Thick	5	\$65.60	\$328.00
6	Acopa 10 1/2" Bright White Narrow Rim Stoneware Plate - 12/Case	6	\$39.33	\$235.98
7	Acopa 5 1/2" Bright White Narrow Rim Stoneware Plate - 36/Case	2	\$34.00	\$68.00
8	Acopa 15 oz. Bright White Rolled Edge Stoneware Nappie Bowl - 36/Case	2	\$59.00	\$118.00

9	Acopa 10 oz. Bright White Rolled Edge Stoneware Nappie Bowl - 36/Case	2	\$51.50	\$103.00
10	Acopa Remy 18/8 Stainless Steel Extra Heavy Weight Flatware Set with Service for 12 - 60/Pack	2	\$105.00	\$210.00
11	AvaMix IB21 Heavy-Duty 21" Variable Speed Immersion Blender - 1 1/4 HP	1	\$600.00	\$600.00
12	CaterGator Green Insulated Pan Carrier Kit with Two Front Loading 5-Pan Carriers, Dolly, and Strap	1	\$556.00	\$556.00
13	Brio Self Cleaning Bottom Loading Water Cooler Water Dispenser – Limited Edition - 3 Temperature Settings - Hot, Cold & Cool Water - UL/Energy Star Approved	1	\$412.00	\$412.00
14	AvaToast T140 Commercial 10" Wide Conveyor Toaster with 3" Opening – 120V, 1750W (Formerly Avantco T140) – 300 Slices per hour	1	\$436.00	\$436.00
15	Choice Full Size 6" Deep Anti-Jam Perforated Stainless Steel Steam Table / Hotel Pan - 24 Gauge	2	\$29.50	\$59.00
16	Choice Full Size 2 1/2" Deep Anti-Jam Perforated Stainless Steel Steam Table / Hotel Pan - 24 Gauge	4	\$16.50	\$66.00
17	Vollrath 9002P Wear-Ever Full Size 18 Gauge 18" x 26" Wire in Rim Aluminum Perforated Bun / Sheet Pan	4	\$24.00	\$96.00
18	CDN IN1022 Digital Laser Infrared Thermometer	1	\$56.00	\$56.00
19	Nemco 55975-2SC Easy Chicken Slicer 1/4" Scalloped	1	\$460.00	\$460.00
20	Lavex Janitorial Commercial Round Trash Can Dolly	1	\$27.00	\$27.00
21	Panasonic Commercial Rice Cooker, Large Capacity 46-Cup (Cooked), 23-Cup (Uncooked) with One-Touch Operation and 8-Hour, Keep Warm - SR-42HZP - Silver	1	\$251.00	\$251.00
22	Tablecraft 24" Stainless Steel Square-Faced Potato/Bean Masher 7424	1	\$29.00	\$29.00
23	Chef Master Stainless Steel Butter Spreader	1	\$23.00	\$23.00
24	Choice 14" Aluminum Non-Stick Fry Pan with Black Silicone Handle	1	\$29.00	\$29.00
25	ASUS 13.9" UX393EA Intel Evo Platform Touchscreen Laptop - 11th Gen Intel Core i7-1165G7 - 3K UHD - Windows 10 Professional - Jade Black	1	\$1,530.00	\$1,530.00
Total				\$10,167.00

II. PERFORMANCE REPORTING

The HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program funding is separate from all other Title III C/Area Plan funding and must be tracked and reported separately.

CONTRACTOR is required to report expenditures monthly to AAA by providing invoices and receipts of all expenditures under the HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program by the 10th of each month, following the month of purchase/expense.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.

III. MATCH REQUIREMENTS

The HCBS Senior NI Grant for the Title III-C Older Californians Nutrition Program funding does not have any required match and cannot be used as match for any other program.

IV. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for the HCBS NI Program for the period July 1, 2022 through **August 31, 2024** shall not exceed **ten thousand, one hundred sixty-seven dollars (\$10,167)**.

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**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**.

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 **September 10th**. **If the Final Invoice is not received by COUNTY by close of business on September 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:

a) 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-1, C-2, CC-3, and CC-4**. Only the costs listed in **Exhibit C-1, C-2, CC-3, and CC-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.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C-1, C-2, CC-3, and CC-4**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

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 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 AAA, A-1, A-2, AA-3, and AA-4**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA, A-1, A-2, AA-3, and AA-4**, 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

EXHIBIT BBB

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.
- 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 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);

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- **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**.
- **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

EXHIBIT BBB

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.

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.

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- 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 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 **Alex Lopez** 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.

VII. 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

EXHIBIT BBB

date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. 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.

Agency Name: North County Recreation and Park District

SECTION A:

BUDGET SUMMARY

Categories of Expenses		Intergenerational Activities (Title III C-1)		Total Budget	
		Cash	In-Kind	Cash	In-Kind
Personnel		\$	179,014	\$	179,014
Operating Expenses		\$	209,735	\$	209,735
Total		\$	388,749	\$	388,749
Source of Revenue		Intergenerational Activities (Title III C-1)		Total Budget	
		Cash	In-Kind	Cash	In-Kind
<i>AAA Grant</i>		\$	388,749	\$	388,749
Project Income				\$	-
Other Federal Funds	<i>Match</i>			\$	-
	Non-Match	\$	-	\$	-
Other State Funds	<i>Match</i>			\$	-
	Non-Match	\$	-	\$	-
County/City Funds	<i>Match</i>			\$	-
	Non-Match	\$	-	\$	-
Private Grants	<i>Match</i>			\$	-
	Non-Match	\$	-	\$	-
Net Fundraising	<i>Match</i>		\$ -	\$	-
	Non-Match	\$	-	\$	-
Totals by match	<i>Match</i>	\$	-	\$	-
	Non-Match	\$	-	\$	-
TOTAL		\$	388,749	\$	388,749

**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: 7/1/2022-8/31/2024

Name of Agency: North County Recreation and Park District

Address of Agency: 11261 Crane St.

Castroville, CA 95012

Project Name: OARR-OCNP

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
 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

Alex López, 831-633-3084
Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

Alex López, 831-633-3084
Executive Director's Name (Printed) and telephone number

For Area Agency on Aging Use Only

Reviewed for:	Date Budget Received: _____
Completeness and Accuracy	Budget Approved by Fiscal Officer: _____
Reviewed for Allowable Costs	Budget Approved by Program: _____
Indirect Cost limit 10%	Get-Care Updated by Vendor: _____
No Required Match	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: <u>2/23/23 Araceli Madrid</u>

Agency Name: North County Recreation and Park District

SECTION A:

BUDGET SUMMARY

Categories of Expenses		OARR-OCNP		Total Budget	
		Cash	In-Kind	Cash	In-Kind
Personnel		\$ -		\$ -	
Operating Expenses		\$ 10,167		\$ 10,167	
Total		\$ 10,167		\$ 10,167	
Source of Revenue		OARR-OCNP		Total Budget	
		Cash	In-Kind	Cash	In-Kind
<i>AAA Grant</i>		\$ 10,167		\$ 10,167	\$ -
Project Income				\$ -	\$ -
Other Federal Funds	<i>Match</i>	\$ -		\$ -	\$ -
	Non-Match	\$ -		\$ -	\$ -
Other State Funds	<i>Match</i>	\$ -		\$ -	\$ -
	Non-Match			\$ -	\$ -
County/City Funds	<i>Match</i>	\$ -		\$ -	\$ -
	Non-Match			\$ -	\$ -
Private Grants	<i>Match</i>	\$ -		\$ -	\$ -
	Non-Match			\$ -	\$ -
Net Fundraising	<i>Match</i>	\$ -	\$ -	\$ -	\$ -
	Non-Match			\$ -	\$ -
Totals by match	<i>Match</i>	\$ -	\$ -	\$ -	\$ -
	Non-Match	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 10,167		\$ 10,167	

