

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Meals on Wheels of the Salinas Valley

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

home delivered meal service for seniors in the Salinas Valley

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$392,800.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Regina Gage, Executive Director
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 40 Clark Street, Suite C Salinas, California 93901
Address 831-755-4430	Address 831-758-6325
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
Anne Brenton, County Counsel
County Counsel

Date: _____
7/15/2020 | 10:14 AM PDT

Approved as to Fiscal Provisions²

By: _____
Gary Giboney
Auditor/Controller

Date: _____
7/15/2020 | 10:16 AM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Meals on Wheels of the Salinas Valley

Contractor's Business Name*

By: _____
[Signature]

(Signature of Chair, President, or Vice-President) *

Name and Title
7/14/2020 | 4:34 PM PDT

Date: _____

By: _____
Jesus Yanes, Treasurer

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Name and Title

Date: _____
7/14/2020 | 5:05 PM PDT

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

List of Exhibits

Meals on Wheels of the Salinas Valley

Exhibit A	Scope of Services/Payment Provisions
	Title III C-2 Home Delivered Meals
Exhibit B	DSS Additional Provisions
Exhibit C-1	Budget
Exhibit D-1	Sample Invoice
Exhibit D-2	Annual Closeout Summary
Exhibit D-3	Equipment Acquisition Report
Exhibit D-4	Sample Quarterly Narrative Report
Exhibit D-5	Equipment Acquisition Guidelines
Exhibit D-6	Inventory Listing
Exhibit E	Elder Abuse Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements
Exhibit H-1	Schedule of County Programs
Exhibit I	Child Abuse Reporting Certification

**SCOPE OF SERVICES
PAYMENT PROVISIONS
TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)**

**MEALS ON WHEELS OF THE SALINAS VALLEY
JULY 1, 2020 - JUNE 30, 2021**

I. CONTACT INFORMATION

Contact Person &
Disaster Preparedness
Coordinator:

Regina Gage
Executive Director
ReginaG@mowsalinas.org

County Contract Manager:

Kathleen Murray-Phillips, Management Analyst
Area Agency on Aging
Department of Social Services
1000 South Main Street Suite 301
Salinas, CA 93901
(831) 796-3530
murrayphillipsk@co.monterey.ca.us

OFFICE LOCATION

Meals on Wheels of the Salinas Valley
40 Clark Street, Suite C
Salinas, CA 93901
(831) 758-6325
Fax: (831) 758-6518
Office hours: 9:00 AM – 4:30 PM

II. SUBAWARD INFORMATION

Sub-award: State of California, Department of Aging

CONTRACTOR DUNS Number: 081448318

Federal Award Identification Number (FAIN): AP-2021-32

Date County Awarded Funding: 7/1/2020

CFDA Pass-through Information and Dollar Amount:

Title III – 93.045 - \$351,625

NSIP – 93.053 - \$41,175

Federal Award Description:

Administration on Aging, Department of Health and Human Services

1. Special Programs for the Aging – Title III, Part C – Nutrition Services
2. Nutrition Services Incentive Program

Research and Development: no

Indirect Cost Rate: 10%

III. SUMMARY OF SERVICES

CONTRACTOR shall provide services in compliance with the Monterey County Elderly Nutrition Program Policies, the Older Americans Act (OAA) as amended 2006, and 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.

CONTRACTOR shall provide services to the following three regions of Monterey County:

Salinas Region: *City of Salinas and Spreckels.*

- Home delivery of up to twenty-one (21) meals per week

North County Region: *Castroville, Moss Landing, Pajaro, and Prunedale.*

- Home delivery of up to twenty-one (21) meals per week

South County Region: *Bradley, Chualar, Gonzales, Greenfield, Jolon, King City, Lockwood, San Ardo, San Lucas, and Soledad.*

- Home delivery of up to twenty-one (21) meals per week

IV. 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. 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 older adults in greatest social and economic need.

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
- Social or geographic isolation

Particular attention is required to serve older individuals that are:

- 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

VI. GETCARE LICENSES

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, contact Laura Emery at RTZ, (510) 986-6700 x202, or via e-mail at Laura@RTZAssociates.com. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the AAA in writing within 15 days.

VII. 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 **Exhibit A**.

VIII. EQUIPMENT

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000.

CONTRACTOR must receive prior approval from COUNTY in writing for any computing devices, regardless of cost.

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, 2021 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 the 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**).

IX. 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 AAA 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 must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2021.

X. INVOICE/PAYMENT PROVISIONS

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

CONTRACTOR shall comply with the appropriate required service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. Goals for service units are outlined below.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2021.

COUNTY shall pay CONTRACTOR in accordance with Exhibit B, Section I. PAYMENT BY COUNTY and 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, with the final invoice due no later than June 10, 2021. CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2021; however, services will continue through June 30, 2021 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 July 10, 2021.

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

XI. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious, home-delivered main meals Monday through Friday in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide home-delivered main meals to eligible individuals in the Salinas Region in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.7 Eligibility for Nutrition Services. These main meals are eligible for Title III C-2 and Nutrition Service Incentive Program (NSIP) funding.

CONTRACTOR may provide additional meals to eligible individuals. Additional meals must meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with dietary guidelines for Americans. Additional meals are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.3. Requirements for Home Delivered Nutrition Services.

1. Service:

Title III C-2 Home-delivered meal (National Aging Program Information System [NAPIS] 4)

Unit of Service Definition:

Title III C-2 meals are main meals provided to an eligible individual in his or her place of residence, that meet all the requirements of the Older Americans Act and State/Local laws, assure a minimum one-third of the current Dietary Reference Intake, and comply with Dietary Guidelines for Americans. Meals must also meet the NSIP requirements.

Unit of Service Measurement: 1 Meal

Estimated Service Units to be delivered: 40,000 Meals

Benchmark of Title III C-2 Meals to be delivered		
by September 30 th	10,000 Units	(20%)
by December 31 st	20,000 Units	(40%)
by March 31 st	30,000 Units	(70%)
by June 30 th	40,000 Units	(100%)

2. Service:

Nutrition Education (NAPIS 12)

Unit of Service Definition:

A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education may include demonstrations, audio-visual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants.

Unit of Service Measurement: 1 Nutrition Education Unit per participant four (4) times per year.

Estimated Service Units to be delivered: 650 Units

Benchmark of Nutrition Education Services:

by September 30 th	162	Units (25%)
by December 31 st	325	Units (50%)
by March 31 st	487	Units (75%)
by June 30 th	650	Units (100%)

XII. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 Program and NSIP meals are registered services which require client profile information such as name, birthdate, zip code, etc., and the quantity and type of services provided. Nutrition Education 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, 2020, January 10, 2021, April 10, 2021 and July 10, 2021. 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 will provide a

corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

XIII. MATCH REQUIREMENTS

Title III C-2 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.

XIV. PAYMENT SUMMARY

<i>Funding Type</i>	<i>FY 2020-21 TOTALS</i>
Title III, C-2	\$351,625
NSIP	\$41,175
TOTAL	\$392,800

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2020 through June 30, 2021 shall not exceed **three hundred ninety-two thousand, eight hundred dollars (\$392,800)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-2021-32. 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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**MONTEREY COUNTY AREA AGENCY ON AGING
PLANNING AND SERVICE AREA NO. 32**

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2020 THRU JUNE 30, 2021

Name of Agency: Meals on Wheels of the Salinas Valley, Inc.

Address of Agency: 40 Clark Street Suite C

Salinas CA 93907

Project Name: Home-Delivered Meal Program Salinas Valley Title III C-2

Funding Source and Federal Catalog #

Check one: Title III C-1	<input type="checkbox"/>	93.045
Title III C-2	<input checked="" type="checkbox"/>	93.045
NSIP	<input checked="" type="checkbox"/>	93.053

Budget Version

Check one: Original	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Revision #		

If agency is applying for more than one funding source, multiple budgets are required.

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

Regina Gage 831-758-6325

Preparer's Name (Printed) and Telephone number

Executive Director's Signature / Date

Regina Gage 831-758-6325

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: <u><i>V. Renteria 7/7/20</i></u>
Reviewed for Allowable Costs	Budget Approved by Program: _____
Indirect Cost limit 10%	Get-Care Updated by Vendor: _____
Required Match of 10.53%	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: <u>5/1/17 By Veronica Renteria</u>

JULY 1, 2020 THRU JUNE 30, 2021

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Salinas Valley, Inc.

Project: Home-Delivered Meal Program Salinas Valley Title III C

SECTION A:**LINE ITEM BUDGET**

(1) Category	(2) Cash	(3) In-Kind
Salaries	362,000	14,100
Payroll Taxes	42,712	
Employee Benefits	28,475	
SUBTOTAL (Personnel Costs):	433,187	14,100
Volunteer Reimbursement	2,600	
Travel/Volunteer Travel	4,500	
Conference/Training/Meetings	10,000	
Professional Fees: Acct/ Legal	20,000	
Equipment Purchase	38,000	
Equipment Rental and Maintenance	9,100	
Occupancy	36,942	
Insurance (Excluding Vehicle & Occupancy)	5,000	
Utilities/Communications	3,000	
Postage/Shipping	6,000	
Printing / Publications	20,000	
Public Relations /Advertising	5,000	
Membership Dues and Subscriptions	1,500	
Supplies	6,000	
Food/ Food Service	214,025	
Vehicle Operation	8,000	
Overhead: 10% limit of Grant Funding		
Awards/ Recognition/ Events	5,000	
Client Support	5,000	
Depreciation		
Nutrition Education	290	
Bank Services Fees		
Subcontractor		
Miscellaneous: (List Separately)		
Column Totals:	833,144	14,100
	Total Budget:	\$ 847,244

Funding sources in this section have been automated.
The "Federal Funds" lines need manual entries.

SECTION C -- Funding by Source (Congregate, C-1)

10 Program Income	(+)		-	Section E, autofill
11 NSIP	(+)			Contract Amount
12 Contributions - Non Matching	(+)		-	Section F, autofill
13 Contributions - Matching	(+)		-	Section G, autofill
14 Federal OTO/consulting	(+)			Contract Amount
15 AAA Grant Funds	(+)			Contract Amount
16 Total Funding	(=)	\$	-	autofill

SECTION D -- Funding by Source (Home Delivered, C-2)

17 Program Income	(+)		20,000	Section E, autofill
18 NSIP	(+)		41,175	Contract Amount
19 Contributions - Non Matching	(+)		235,344	Section F, autofill
20 Contributions - Matching	(+)		199,100	Section G, autofill
21 Federal OTO/consulting	(+)			Contract Amount
22 AAA Grant Funds	(+)		351,625	Contract Amount
23 Total Funding	(=)	\$	847,244	autofill

SECTION E - PROGRAM INCOME

Program Income Definitior

Program Income is defined as earnings by a service provider realized from grant supported activities.

	Congregate (C-1)		Home Delivered (C-2)	
24 Number of NSIP Meals Contracted		-		40,000
25 Donation per Meal	(x)		\$	0.50
26 Program Income	(=)	\$	\$	20,000.00
		Autofill to Line 10		Autofill to Line 17
27 Number of NSIP-eligible Meals-		-		40,000
28 Number of TIII Qualifying Meals-				40,000

Different from NSIP Meals for C-2 programs only:

QUALIFYING MEALS definition is available in AAA Agreement

A. The following types of income comprise "Program Income."

1. Participant donations from persons who participate or benefit from such activities.
2. Usage or rental fees.
3. Sales of assets purchased with grant funds.
4. Royalties, patents, and copyrights.

Not to be included are:

1. Revenues from non-activity related fund-raisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

SECTION F Schedule of Contributions - Non Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				\$ -
Government Agencies:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
Non-Matching		235,344		\$ 235,344
				\$ -
Voluntteer In-Kind				\$ -
				\$ -
				\$ -
Totals:		\$ 235,344	\$ -	\$ 235,344

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

SECTION G Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)				\$ -
Government Agencies:	CDBG-City of Salinas	15,000		\$ 15,000
Government Agencies:	CDBG-County of Monterey	20,000		\$ 20,000
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
Harden Foundation		50,000		\$ 50,000
United Way-EFS		15,000		\$ 15,000
Community Foundation MoCo		35,000		\$ 35,000
In-Kind			14,100	\$ 14,100
Monterey Peninsula Foundation		50,000		\$ 50,000
Totals:		\$ 185,000	\$ 14,100	\$ 199,100

Total of Cash and In-Kind funds should equal Section C and D.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding less Program Income, less non-matching funds, less NSIP funds** and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
<i>Home-Delivered Meal Program Salinas Valley Title III C-2</i>									
Original Amount	847,244	41,175	235,344	0	351,625	20,000	185,000	14,100	57,991
Fund Increase		0	0	0	0	0	0	0	0
10.53%	847,244	41,175	235,344	0	351,625	20,000	185,000	14,100	57,991
									Test
Required Match (Original)	847,244	41,175	235,344	0	351,625	20,000	185,000	14,100	match OK
Required Match (Amended)	847,244	41,175	235,344	0	351,625	20,000	185,000	14,100	match OK

This is an informational tool to help you self-check compliance with match requirements.

Monthly Units of Service Report

EXHIBIT D-1

Area Agency on Aging (PSA32) – Agency Program XX

Part A Contractor Identification

1. Report Status In Process
 2. Contractor Name/Program Agency Program XX
 3. Month July Year 2020

Part D Fiscal Claim Information

Program Name:

Program Code:

Expenditure Category	Budget		Month-Total		Year-to-Date	
	Cash	InKind	Cash	InKind	Cash	InKind
Salaries/Volunteer In Kind	00	00	00	00		
Payroll Taxes	00	00	00	00		
Employee Benefits	00	00	00	00		
Volunteer Reimbursement	00	00	00	00		
Travel/Volunteer Travel	00	00	00	00		
Conf/Training/Meetings	00	00	00	00		
Professional Fees: Acct/Legal	00	00	00	00		
Equipment Purchase	00	00	00	00		
Equip. Rental/Maint.	00	00	00	00		
Occupancy	00	00	00	00		
Utilities/Communications	00	00	00	00		
Insurance (Not Veh./Occ.)	00	00	00	00		
Postage/Shipping	00	00	00	00		
Printing/Publication	00	00	00	00		
Public Relations/Advertising	00	00	00	00		
Subs/Membership Dues	00	00	00	00		
Supplies	00	00	00	00		
Overhead (8% limit)	00	00	00	00		
Awards/Events	00	00	00	00		
Client Support	00	00	00	00		
Federal Mental Health	00	00	00	00		
Low Income Subsidy	00	00	00	00		
Depreciation	00	00	00	00		
Nutrition Education	00	00	00	00		
Bank Service Fees	00	00	00	00		
Subcontractor	00	00	00	00		
Miscellaneous	00	00	00	00		
Total	00	00	00	00		
Project Income				00		00
Non Match			00	00	00	00
Match			00	00		
Total Match				00		
Required Match				00		

Part E Invoice

AAA Grant	YTD Requested	OTO Grant	YTD OTO Requested	NSIP Grant	YTD NSIP Requested
	00		00		00
Requested Amount	00	OTO Requested	00	NSIP Requested Amount	00

Monterey County AAA Provider Annual Closeout Summary

Title 3 3233 0002

Fiscal Year 2010

ExpCat	FY Total	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Salaries/Vol IK	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll Taxes	\$12,848	\$12,848											
Employee Benefits	\$754	\$754											
Volunteer Reimb.	\$294	\$294											
Travel/Vol Travel	\$0	\$0											
Confer/Tmg/Mtgs	\$0	\$0											
Prof Fees:Acct/Legal/DP	\$0	\$0											
Equipment Purchase	\$0	\$0											
Equip Rent/Maint	\$0	\$0											
Occupancy	\$0	\$0											
Insurance(Not Veh/Occ)	\$0	\$0											
Utilities/Communications	\$0	\$0											
Postage/Shipping	\$0	\$0											
Printing/Publication	\$0	\$0											
Public Rel/Advertising	\$0	\$0											
Subs/Membership Dues	\$0	\$0											
Supplies	\$0	\$0											
Food/Food Service	\$1,047	\$1,047											
Vehicle Operation	\$250	\$250											
Overhead(8% limit)	\$126	\$126											
Awards/Events	\$0	\$0											
Client Support	\$0	\$0											
Misc.	\$0	\$0											
Total for FY	\$15,319	\$15,319	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	Total Expenses	Project Income	NSIP	AAA Claim	CNon Match	Cash Match	IKNon Match	InKind Match	Total Match	Required Match
FY To Date	\$2,402	\$288	\$205	\$522	\$0	\$1,387	\$0	\$0	\$1,387	\$231
Budget	\$37,509	\$8,350	\$2,679	\$13,563	\$0	\$12,917	\$0	\$0	\$12,917	\$2,788

EXHIBIT D-2

I certify to the best of my knowledge and belief that the attached financial closeout report is accurate, current, and discloses the financial results of this program funded by Monterey County Area Agency on Aging with Older Americans Act Title III/VII, Title IIIE and/or State General Funds.

Signature (Name/Title) _____ Date _____ Approved by _____ Date _____
 Fed Fund Source _____ State Fund Source _____ AAA Fiscal Officer

Sample Quarterly Narrative Report

Contractor Name and Address:

Person Completing Report:

Narrative summary of program highlights, no more than 1 page.

1. Program achievements & accomplishments
2. Program challenges and barriers impacting service delivery
3. Technical support interests and requests

EQUIPMENT PURCHASES

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)
 2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 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 the County, and tendered to the County upon termination of services by Contractor.
- E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must

EXHIBIT D-5

obtain approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.
- G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.
 - H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
 - I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.
 - J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.
 - K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
 1. For another CDA program providing the same or similar service
 2. For another CDA-funded program
 - L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
 - M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
 - N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

AAA Funded Inventory - Items not disposed of by Provider

Provider: **MOWSV**

<i>Date</i>	<i>Site</i>	<i>Item</i>	<i>Model</i>	<i>Ser#</i>	<i>PurchDate</i>	<i>Cost</i>	<i>N/U</i>	<i>FY</i>	<i>Fund Type</i>	<i>Tag#</i>	<i>Condition</i>
6/9/1995	Salinas	AT&T Phone System- Reception	Partner Plus MLS-34D		05/31/95	\$6,622.17	N	1995	C2	22395	Good
7/17/1996	Salinas	(2)Conference Tables/(20)Chairs	Omni		06/05/96	\$1,238.74	N	1996	C2	22396	Good
4/30/2005	Salinas	Tray Racks (3)	American Supply Co	n/a	04/12/05	\$1,402.83	N	2005	C2	n/a	Good
6/11/2006	Salinas	Freezer	Maytag	10409042JE	06/09/06	\$640.56	N	2006	C2	07949	Good
9/5/2007	Salinas	Desk Work Surface-2nd office			06/15/07	\$1,087.44	n	2007	C2	8707	Good
9/5/2007	Salinas	Chair-Criterion Plus			06/15/07	\$832.84	n	2007	C2	8714	Good
9/5/2007	Salinas	Chair-Criterion			06/15/07	\$538.15	n	2007	C2	8713	Good
9/5/2007	Salinas	Chair-Criterion			06/15/07	\$538.12	n	2007	C2	8712	Good
9/5/2007	Salinas	Chair- Criterion			06/15/07	\$538.15	n	2007	C2	8711	Good
9/5/2007	Salinas	Pedestal Mobile 2 Drawer	Steelcase		06/15/07	\$538.15	n	2007	C2	8710	Good
9/5/2007	Salinas	Desk Work Surface-1st office			06/15/07	\$1,305.00	n	2007	C2	8716	Good
9/5/2007	Salinas	Pedestal Mobile 3 drawer	Steelcase		06/15/07	\$1,361.14	n	2007	C2	8708	Good
9/5/2007	Salinas	Work Surfaces-Reception			06/15/07	\$1,704.00	n	2007	C2	8717	Good
9/5/2007	Salinas	Work Surfaces-1st cubicle			06/15/07	\$753.78	n	2007	C2	8706	Good
9/5/2007	Salinas	Work Surfaces-2nd cubicle			06/15/07	\$565.24	n	2007	C2	08705	Good
9/5/2007	Salinas	Work Surfaces-3rd cubicle			06/15/07	\$565.24	n	2007	C2	08704	Good
9/5/2007	Salinas	Chair-Criterion			06/15/07	\$565.24	n	2007	C2	08703	Good
9/5/2007	Salinas	14 Panels			06/15/07	\$538.15	n	2007	C2	8709	Good
9/5/2007	Salinas	Bin Overhead	Steelcase		06/15/07	\$6,391.36	n	2007	C2	8719	Good
9/5/2007	Salinas	Cabinet, Storage, adj shelves	Steelcase		06/15/07	\$5,176.64	n	2007	C2	8718	Good
9/5/2007	Salinas	Cabinet, storage, adj shelves	Steelcase		06/15/07	\$552.13	n	2007	C2	8720	Good
9/5/2007	Salinas	16 stacking chairs	Steelcase		06/15/07	\$552.13	n	2007	C2	8721	Good
9/5/2007	Salinas	Lateral File, Shelf + 4 drawers	Steelcase		06/15/07	\$1,583.04	n	2007	C2	8731	Good
9/5/2007	Salinas	File 4 drawer			06/15/07	\$698.70	n	2007	C2	8734	Good
6/11/2008	Salinas	Walk-In Freezer	Custom Cooler		06/15/07	\$1,827.78	n	2007	C2	8735	Good
7/15/2010	Salinas	Laser Printer HP	P4015N	CNDY365613	05/30/08	\$13,201.00	N	2008	C2	08940	Good
					10/14/09	\$1,305.00	n	910	C2	08972	Good

EXHIBIT D-6

AAA Funded Inventory - Items not disposed of by Provider

Provider: MOWSV

<i>Date</i>	<i>Site</i>	<i>Item</i>	<i>Model</i>	<i>Ser#</i>	<i>PurchDate</i>	<i>Cost</i>	<i>N/U</i>	<i>FY</i>	<i>Fund Type</i>	<i>Tag#</i>	<i>Condition</i>
7/15/2010	Salinas	Copy Machine	Taskalfa 420i	QWGO504451	06/15/10	\$7,633.00	n	910	C2	08971	Good
6/15/2011	Salinas	Refrigerated Van	E350	1FDSE3FL1BDA168	05/19/11	\$46,800.00	N	1011	C2	09000	Good
6/13/2019	Monterey	Mini Desktop	HP ProDesk 600 G4	MJ08F3XV	01/23/19	\$876.15	N	1819	E	22457	New
6/27/2019	Salinas	Tower Server	HPE ProLiant ML30 G10 4U	2M90400CD	02/01/19	\$7,914.11	N	1819	C2	24360	New
6/27/2019	Salinas	HP Business Desktop Computer	ProDesk 400 GS	MXL9042XKW	02/25/19	\$1,427.69	N	1819	C2	24355	New
6/27/2019	Salinas	HP Business Desktop Computer	ProDesk 400 GS	MXL9042T64Q	02/25/19	\$1,427.69		1819	C2	24356	New
6/27/2019	Salinas	HP Business Desktop Computer	ProDesk 400 GS	MXL9042T64	02/25/19	\$1,427.69	N	1819	C2	24357	New
6/27/2019	Salinas	HP Business Desktop Computer	ProDesk 400 GS	MXL9042TF	02/25/19	\$1,427.69	N	1819	C2	24358	New
6/27/2019	Salinas	HP Business Desktop Computer	ProDesk 400 GS	MXL904T8G	02/25/19	\$1,427.69	N	1819	C2	24359	New
3/31/2020		Apple iPad	7th Generation	P9FZF3W0MF3Q	10/28/19	\$524.83	N	1920	C2		New

EXHIBIT E

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

Meals on Wheels of the Salinas Valley

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:



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Authorized Signature

7/14/2020 | 4:34 PM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

EXHIBIT E

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

EXHIBIT F**II. CONFIDENTIALITY REQUIREMENTS**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement, (if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

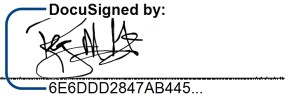
The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT F

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Meals on Wheels of the Salinas Valley

By: _____


Title: _____

Date: 7/14/2020 | 4:34 PM PDT

EXHIBIT G

CERTIFICATION REGARDING LOBBYING

Meals on Wheels of the Salinas Valley

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by: [Handwritten Signature]

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Signature

Title

7/14/2020 | 4:34 PM PDT

Meals on Wheels of the Salinas Valley

Agency/Organization

Date

Exhibit H**AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS****I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit H-1**.

Exhibit H

b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Meals on Wheels of the Salinas Valley

DocuSigned by:


7/14/2020 | 4:34 PM PDT

(signature of authorized representative)

(date)

Meals on Wheels of the Salinas Valley
 SCHEDULE OF COUNTY PROGRAMS
 YEAR ENDED FY 2020-21

<u>Program Name</u>	<u>County Dept.</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Contract Amount</u>	<u>Expenditures</u>		<u>Amount Received from County</u>		<u>Identify Source of Funding for the Expenditures</u>			
						<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Federal</u>	<u>State</u>	<u>County</u>	<u>Cash Match</u>

EXHIBIT I

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Meals on Wheels of the Salinas Valley

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:



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Authorized Signature

7/14/2020 | 4:34 PM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. [▶ Log In](#)

[Login.gov FAQs](#)

⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/27/2020 from 8:00 AM to 8:00 PM.

⚠ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Search Results

Current Search Terms: Meals On Wheels Of The Salinas Valley, Inc.*

Total records:0

[Save PDF](#) [Export Results](#) [Print](#)

Result Page:

Sort by Order by

Your search for Meals On Wheels Of The Salinas Valley, Inc.* returned the following results...

No records found.

Result Page:

[Save PDF](#) [Export Results](#) [Print](#)



IBM-P-20200424-1037
WWW3

[Search Records](#) [Disclaimers](#) [FAPIS.gov](#)
[Data Access](#) [Accessibility](#) [GSA.gov/IAE](#)
[Check Status](#) [Privacy Policy](#) [GSA.gov](#)
[About](#) [USA.gov](#)
[Help](#)

Certificate Of Completion

Envelope Id: 671B76F97D5F4DD6B8E853083F8EFB8B	Status: Sent
Subject: Please DocuSign: MOW-SV 20-21 \$392,800.pdf	
Source Envelope:	
Document Pages: 44	Signatures: 9
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wes Morrill
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	morrillrw@co.monterey.ca.us
	IP Address: 192.92.176.114

Record Tracking

Status: Original	Holder: Wes Morrill	Location: DocuSign
7/9/2020 3:01:13 PM	morrillrw@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Social Services	Location: DocuSign

Signer Events

Regina Gage, Executive Director
rgagedlr@pacbell.net
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

6E6DD2847AB445...
Signature Adoption: Drawn on Device
Using IP Address: 107.77.227.115
Signed using mobile

Timestamp

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Resent: 7/14/2020 4:08:00 PM
Viewed: 7/14/2020 4:34:13 PM
Signed: 7/14/2020 4:34:41 PM

Electronic Record and Signature Disclosure:
Accepted: 7/14/2020 4:34:13 PM
ID: c8f9ffc1-7017-4348-938a-284310971e89

Jesus Yanez, Treasurer
jesusyanez10@gmail.com
Security Level: Email, Account Authentication (None)


DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 162.236.240.113

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Signed: 7/14/2020 5:05:35 PM

Electronic Record and Signature Disclosure:
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ID: 2c6ec175-f0ee-43d3-816f-586e92f4ef6a

Anne Brereton, County Counsel
BreretonA@co.monterey.ca.us
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Signed: 7/15/2020 10:14:16 AM

Electronic Record and Signature Disclosure:
Accepted: 7/15/2020 10:13:30 AM
ID: 6c83ef01-b53f-4e3f-a880-00ccb3afd52a

Gary Giboney
giboneyg@co.monterey.ca.us
Chief Deputy Auditor-Controller
County of Monterey
Signing Group: Auditor/Controller Signers
Security Level: Email, Account Authentication (None)

DocuSigned by:

D3834BFEC1D8449...
Signature Adoption: Pre-selected Style
Using IP Address: 192.92.176.114

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Viewed: 7/15/2020 10:16:16 AM
Signed: 7/15/2020 10:16:32 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Accepted: 6/24/2020 10:29:27 AM
ID: e202b2b4-a46c-4303-9783-0c64502e30e3

Lori A. Medina, DSS Director
medinal@co.monterey.ca.us
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Becky Cromer Sent: 7/15/2020 10:16:36 AM

Cromerbl@co.monterey.ca.us

County of Monterey

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/6/2020 5:40:51 PM
ID: 865bb7c0-8667-48ee-ac6b-c56c3339027a

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kathleen Murray-Phillips

murrayphillipsk@co.monterey.ca.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/26/2020 3:29:33 PM
ID: 90ad4389-122a-43f2-a8a6-071b230394b2

Veronica Renteria

renteriav@co.monterey.ca.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 7/15/2020 10:16:36 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Social Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Social Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: urenael@co.monterey.ca.us

To advise Social Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenael@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Social Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenael@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Social Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Social Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Social Services during the course of your relationship with Social Services.