

## COUNTY OF MONTEREY

### AMENDMENT #1 to AGREEMENT #5010-60 Alisal Union School District

**THIS AMENDMENT** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and the Alisal Unified School District (hereinafter, "CONTRACTOR").

**WHEREAS**, The COUNTY and CONTRACTOR entered into an Agreement for the provision of congregate meals for Monterey County seniors for a term of July 1, 2020 through June 30, 2021 with a total contract not to exceed amount of \$85,000 (hereinafter, "Original Agreement").

**WHEREAS**, The Parties wish to amend the Agreement by **adding \$21,334 for the period July 1, 2020 through June 30, 2021, for a total contract not to exceed amount of \$106,334 and by adding required language to Exhibit H, Audit and Recovery of Overpayments.**

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled "PAYMENT PROVISIONS", shall be amended to the following: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit AA, 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 **\$106,334.**"
2. Section XII of **Exhibit AA** Payment Summary reflects the addition of **\$21,334** through June 30, 2021, to the contract amount of \$85,000 for a total amount payable by COUNTY to CONTRACTOR under this agreement of **\$106,334.**
3. **Exhibit CC-1** provides budget detail for the funds being added.
4. **Exhibit HH** includes the required audit language.
5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
6. A copy of this Amendment No. 1 shall be attached to the Agreement.

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

**COUNTY OF MONTEREY:**

**CONTRACTOR**

Alisal Union School District

\_\_\_\_\_  
Contractor's Business Name  
\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
Lori Medina  
DSS Director

By: \_\_\_\_\_  
(Chair, President, Vice President)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title)

Date: \_\_\_\_\_

**Approved as to Legal Provisions:**

DocuSigned by:  
*Anne Breerton, County Counsel*  
07025F3AA36B4A4...

\_\_\_\_\_  
Monterey County Deputy County Counsel  
3/31/2021 | 3:30 PM PDT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Secretary, CFO, Treasurer)

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D6449...

\_\_\_\_\_  
Auditor-Controller's Office

Date: 3/31/2021 | 3:34 PM PDT  
\_\_\_\_\_

**EXHIBIT AA**

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**ALISAL UNION SCHOOL DISTRICT**

**JULY 1, 2020 – JUNE 30, 2021**

**I. CONTACT INFORMATION**

**CONTRACTOR**

Contact Person &  
Disaster Preparedness

Irene Vargas, Director-Food Services  
Purchasing/Distribution Coordinator  
1240 Cooper Avenue  
Salinas, CA 93905  
(831) 753-5776  
Fax: (831) 753-5784  
[irene.vargas@alisal.org](mailto:irene.vargas@alisal.org)

COUNTY Contract Manager:

Kathleen Murray-Phillips, Management Analyst  
Area Agency on Aging  
Department of Social Services  
**730 La Guardia St.**  
**Salinas, CA 93905**  
(831) 796-3530 Fax: (831) 883-7563  
[murrayphillipsk@co.monterey.ca.us](mailto:murrayphillipsk@co.monterey.ca.us)

**II. OFFICE AND SITE LOCATIONS**

**Administrative Offices:**

1240 Cooper Avenue  
Salinas, CA 93905

**Elderly Nutrition Program Dining Sites**

**Firehouse Community Center**

M-F 11:30 a.m.  
1330 East Alisal Street  
Salinas, CA 93905  
(831) 775-4286

**Sherwood Villages CHISPA Senior  
Housing**

M-F 12 p.m.  
808 North Main Street Salinas, CA 93906  
(831) 783-1485

**III. SUBAWARD INFORMATION**

**Sub-award:** State of California, Department of Aging

**CONTRACTOR DUNS Number:** 006328082

**Federal Award Identification Number (FAIN):** AP-2021-32; AP2021-32-A1

**Date County Awarded Funding:** 7/1/2020

**CFDA Pass-through Information and Dollar Amount:**

California Department of Aging

**EXHIBIT AA**

**93.045 – Title III - \$94,878**

93.053 – NSIP - \$11,456

**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. 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.

**IV. SERVICES TO BE PROVIDED BY CONTRACTOR**

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.

Services shall be provided in the Salinas region of Monterey County.

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

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

**EXHIBIT AA**

1. Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
2. Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
3. Limit sodium in menus to the DGA standard of 500-700 milligrams per meal and include an icon on the menu indicating any meal that exceeds the recommended sodium level.

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

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

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

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

**1. Service: Title III C-1 Congregate Meals (NAPIS 8)**

Unit of Service Definition:

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

Unit of Service Measurement: **1 Meal**

Estimated Service Units to be delivered: **12,000 Meals**

Benchmark for Title III C-1 Congregate Meals to be delivered:

by September 30 <sup>th</sup>	3,000	Units (25%)
by December 31 <sup>st</sup>	6,000	Units (50%)
by March 31 <sup>st</sup>	9,000	Units (75%)
by June 30 <sup>th</sup>	12,000	Units (100%)

Service: **Title III C-1 NSIP**

Unit of Service Definition:

The Nutrition Services Incentive Program (NSIP) supports the Congregate and Home-Delivered Nutrition Programs by providing an incentive to serve more meals.

Unit of Service Measurement: **1 Meal**

Estimated Service Units to be delivered: **Enhancing of 12,000 Meals**

Benchmark for Congregate Reimbursement/NSIP C-1 Meals to be delivered:

by September 30 <sup>th</sup>	3,000	Units (25%)
by December 31 <sup>st</sup>	6,000	Units (50%)

**EXHIBIT AA**

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark is identified under Section III, Services to be provided by CONTRACTOR, and Section V, Performance Reporting.

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.

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

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2021.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received each year 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 COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR.

**XII. PAYMENT SUMMARY**

<i>Funding Type</i>	<i>FY 2020/21 TOTALS</i>
<b>Title III, C-1</b>	<b>94,878</b>
NSIP	\$11,456
<b>TOTAL:</b>	<b>\$106,334</b>

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2020 through June 30, 2021 shall not exceed **one hundred six thousand three hundred thirty-four dollars**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #AP 2021-32 and **AP 2021-32-A1**. 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.

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

**NUTRITION SERVICES BUDGET**

**BUDGET PERIOD: JULY 1, 2020 - JUNE 30, 2021**

Name of Agency: Alisal Union School District

Address of Agency: 155 Bardin Rd. Salinas, CA 93905

Project Name: Congergate Meals for Older Adults

**Funding Source and Federal Catalog #**

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

**Budget Version**

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

**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

Irene Vargas                      831-753-5776  
Preparer's Name (Printed) and Telephone number

\_\_\_\_\_  
Executive Director's Signature / Date

Irene Vargas                      Same as above  
Executive Director's Name (Printed) and telephone number

**For Area Agency on Aging Use Only**

Reviewed for:	Date Budget Received: _____
Completeness and Accuracy	Budget Approved by Fiscal Officer: _____
Reviewed for Allowable Costs	Budget Approved by Program: _____
Indirect Cost limit 10%	Get-Care Updated by Vendor: _____
Required Match of 10.53%	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: <u>4/23/19 By Veronica Renteria</u>

JULY 1, 2020 - JUNE 30, 2021

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: 

Alisal Union School District
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 Project: 

Congregate Meals for Older Adults
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SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	26,465	-
Payroll Taxes	8,225	-
Employee Benefits	5,380	-
<b>SUBTOTAL (Personnel Costs):</b>	<b>40,070</b>	<b>-</b>
Volunteer Reimbursement		
*Travel/Volunteer Travel		
Conference/Training/Meetings		
Professional Fees: Acct/ Legal		
Equipment Purchase		
Equipment Rental and Maintenance		
Occupancy		
Insurance (Excluding Vehicle & Occupancy)		
Utilities/Communications		
Postage/Shipping		
Printing / Publications	150	
Public Relations /Advertising		
Membership Dues and Subscriptions		
Supplies	3,000	
Food/ Food Service	59,881	
Vehicle Operation	400	
Overhead: 10% limit of Grant Funding	4,033	
Awards/ Recognition/ Events		
Client Support		
Depreciation		
Nutrition Education		
Bank Services Fees		
Subcontractor		
Miscellaneous: (List Separately)		
Column Totals:	107,534	-
<b>Total Budget:</b>	<b>\$ 107,534</b>	

autofill from Section B  
 autofill from Section B (except In-Kind)  
 autofill from Section B (except In-Kind)

should equal Cash and In-Kind funding/contributions from Section F and G  
 should equal Section C or D "Total Funding" and Section G "Total"

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



JULY 1, 2020 - JUNE 30, 2021

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	(+) _____	1,200	Section E, autofill
11 NSIP	(+) _____	11,456	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	(+) _____	94,878	Contract Amount
16 Total Funding	(=) \$ _____	107,534	autofill

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

17 Program Income	(+) _____	-	Section E, autofill
18 NSIP	(+) _____	-	Contract Amount
19 Contributions - Non Matching	(+) _____	-	Section F, autofill
20 Contributions - Matching	(+) _____	-	Section G, autofill
21 Federal OTO/consulting	(+) _____	-	Contract Amount
22 AAA Grant Funds	(+) _____	-	Contract Amount
23 Total Funding	(=) \$ _____	-	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	12,000	-
25 Donation per Meal	(x) \$ 0.10	
26 Program Income	(=) \$ 1,200.00	\$ -
	Autofill to Line 10	Autofill to Line 17

27 Number of NSIP-eligible Meals-	12,000	-	Line 28, autofill
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28 Number of TIII Qualifying Meals-	<i>Different from NSIP Meals for C-2programs only:</i>	
	12,000	

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."

JULY 1, 2020 - JUNE 30, 2021

**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			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ -	\$ -	\$ -

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:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ -	\$ -	\$ -

Enter name of agency in column B  
 Enter name of agency in column B  
 Enter name of agency in column B  
 Enter name of agency in column B  
 Enter name of agency in column B

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.

**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. **The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

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 G-1**.
- 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.

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(signature of authorized representative)

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(date)