

# COUNTY OF MONTEREY

## AMENDMENT #3 to AGREEMENT #A-12534

### Meals on Wheels of the Monterey Peninsula

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

This Amendment modifies the agreement for the provision of congregate meals, home-delivered meals and health promotion services to eligible residents of the Monterey Peninsula between the parties executed on August 9, 2013, and amended on October 11, 2013, (hereinafter, "Original Agreement ") by increasing \$642 of the Federal share for Health Promotion, increasing the total contract amount to \$391,084. Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

1. **SERVICES TO BE PROVIDED:** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits AAAA, AAA-1, AAA-2 and AAA-3 in conformity with the terms of this Agreement. The services are generally described as follows: Provide congregate meals, home-delivered meals and health promotion services to eligible residents of the Monterey Peninsula.

2. Section 2 of the Original Agreement is amended to read as follows:

2. **PAYMENTS BY COUNTY:** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits AAAA, AAA-1, AAA-2 and AAA-3 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 \$391,084.

3. Section 4 of the Original Agreement is amended to read as follows:

4. **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

**Exhibit AAAA Scope of Services/ Payment Provisions**

AAA-1 Scope of Services - Title III C-1 /NSIP

AAA-2 Scope of Services - Title III C-2 /NSIP

AAA-3 Scope of Services - Title III D

Exhibit B DSS Additional Provisions

Exhibit CCC-1 Budget - Title III C-1 /NSIP

Exhibit CCC-2 Budget - Title III C-2 /NSIP

Exhibit CCC-3 Budget - Title III D

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	Quarterly Monitoring Visit Report
Exhibit D-6	Equipment Purchase Form
Exhibit E	Elder Abuse & Neglect Reporting Certification
Exhibit F	HIPAA Business Associate Agreement
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

4. Sections 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.02 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the budget, attached hereto as **Exhibits CCC-1, CCC-2 and CCC-3**. Only the costs listed in **Exhibits CCC-1, CCC-2 and CCC-3** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibits AAAA, AAA-1, AAA-2 and AAA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AAAA, AAA-1, AAA-2 and AAA-3**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits AAA, AA-3, and CC-3 of the Original Agreement are rescinded, and replaced by **Exhibits AAAA, AAA-3, and CCC-3** attached.

Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

If there is any conflict or inconsistency between provisions of this amendment and the Original Agreement, the provisions of this amendment shall control in all respects.

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

**COUNTY OF MONTEREY:**  
By:   
Elliott Robinson, Director  
DSS

Date: 5/15/14

Approved as to Form:

  
Deputy County Counsel

Date: 4/30/14

Approved as to Fiscal Provisions:  
  
Auditor-Controller's Office

Date: 4-30-14

**CONTRACTOR:**  
Meals on Wheels of the Monterey Peninsula

By: 

Title: Board president  
(Chair/President/Vice-President)

Date: 4/17/2014

By: 

Title: Treasurer  
(CFO/Secretary/Treasurer)

Date: 4/17/2014

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**MEALS ON WHEELS OF THE MONTEREY PENINSULA  
JULY 1, 2013- JUNE 30, 2014**

**I. CONTACT INFORMATION:**

Contact Person & Disaster Preparedness Coordinator	Viveca Lohr, Executive Director <a href="mailto:Vlohr@mowmp.org">Vlohr@mowmp.org</a>
County Contract Manager:	Kathleen Murray-Phillips, Planner Area Agency on Aging Department of Social Services 1000 South Main Street Suite 301 Salinas, CA 93905 (831) 796-3530 Fax: (831) 755-8477 <a href="mailto:murrayphillipsk@co.monterey.ca.us">murrayphillipsk@co.monterey.ca.us</a>

**II. OFFICE AND SITE LOCATIONS**

700 Jewel Avenue  
Pacific Grove, CA 93950  
(831) 375-4454  
Fax (831) 375-9887

<b>Elderly Nutrition Program Dining Sites</b>	
<b>Marina Community Center</b> M, Th, F at 11:30 am  211 Hillcrest Avenue Marina, CA 93933 (831) 384-6009	<b>Monterey Senior Center</b> M, T, Th, F at 11:30 am  280 Dickman Avenue Monterey, CA 93940 (831) 646-3878
<b>Oldemeyer Center</b> M-F at 11:30 a.m.  986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	<b>Sally J. Griffin Active Living Center</b> M-F at 12:00 p.m.  700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454

### III. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in Exhibits AAAAA, AAA-1, AAA-2, and AAA-3.

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.

Home delivered meals service shall be provided in the Monterey Peninsula Region defined as Big Sur, Carmel by the Sea, Carmel Valley, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City and Seaside.

### IV. 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

### V. 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](mailto: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.

**VI. AUDIT PROVISIONS**

CONTRACTOR is required to provide an audit as per the terms in Exhibit H. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibits AAA-1, AAA-2, and AAA-3.

**VII. PAYMENT SUMMARY**

<i>Funding Type</i>	<i>7/1/13 – 9/30/13 amounts</i>	<i>10/1/13 – 6/30/14 amounts</i>	<i>FY 2013-14 TOTALS</i>
Title III, C-1	\$25,791	\$65,359	\$91,150
C-1, NSIP	\$1,410	\$9,515	\$10,925
Title III, C-2	\$53,256	\$149,011	\$202,267
C-2, NSIP	\$14,937	\$58,490	\$73,427
III D, Health Promotion	\$2,869	\$10,446	\$13,315
<b>TOTAL:</b>	<b>\$98,263</b>	<b>\$292,821</b>	<b>\$391,084</b>

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 through September 30, 2013 shall not exceed ninety-eight thousand, two hundred and sixty-three dollars (\$98,263) AND for the period October 1, 2013 through June 30, 2014 shall not exceed **two hundred and ninety-two thousand, eight hundred and twenty-one dollars (\$292,821)**.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 through June 30, 2014 shall not exceed **three hundred ninety-one thousand and eighty-four dollars (\$391,084)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #A3-1314-32 and #A9-1314-32. The terms and conditions of CDA Agreements #A3-1314-32 and #A9-1314-32 are incorporated herein by reference, and on file with County's Department of Social and Employment Services. Upon request, County will provide an electronic copy of the Agreement to Contractor.

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

**TITLE III D (CFDA #93.043)  
HEALTH PROMOTION  
SCOPE OF SERVICES**

**I. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide evidence based Health Promotion Services at Sally Judd Griffin Senior Center in Pacific Grove. Evidence based is defined as programs that have been developed using scientific research to develop and test the intervention and then document that the program achieves what it claimed for the majority of participants. Evidence based programs used a tested curriculum so every participant gets the same information and the programs are led by individuals trained and certified to lead this specific workshop.

1. Service:

Health Promotion (NAPIS 16 Other)

Unit of Service Definition

Provide health risk assessments; routine health screening; nutrition counseling/education services; evidence-based health promotion; physical fitness, group exercise, music, art therapy, dance movement and programs for multigenerational participation; home injury control services; screening for the prevention of depression and coordination of other mental health services; gerontological and social service counseling; and education on preventative health services. Primary activities are normally on a one-to-one basis; if done as a group activity, each participant shall be counted as one contact unit.

Unit Measure:

1 Contact

Estimated Service Units to be delivered:

6,500

Benchmark of Nutrition Education Services

by September 30 <sup>th</sup> :	1,625	Units	(25%)
by December 31 <sup>st</sup> :	3,250	Units	(50%)
by March 31 <sup>st</sup> :	4,875	Units	(75%)
by June 30 <sup>th</sup> :	6,500	Units	(100%)

**II. PERFORMANCE REPORTING**

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

CONTRACTOR shall provide a quarterly narrative report to COUNTY describing the progress of services by October 10, 2013, January 10, 2014, April 10, 2014 and July 10, 2014. The Narrative Report shall be in the form set forth in Exhibit D-4.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

### III. MATCH REQUIREMENTS

Title III-D requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, and non-matching contributions, multiplied by the matching requirement percentage.

### IV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the Get Care reporting and invoicing system.

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

COUNTY shall pay CONTRACTOR in accordance with Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10<sup>th</sup> 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, 2014.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2014 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. Equipment purchase guidelines are outlined in Exhibit D-6.

The maximum amount to be paid by COUNTY to CONTRACTOR for Title III D for the period July 1, 2013 through September 30, 2013 shall not exceed two thousand eight hundred and sixty-nine dollars (\$2,869), AND for the period October 1, 2013 through June 30, 2014 shall not exceed **ten thousand, four hundred and forty-six dollars (\$10,446)**.

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2013 through June 30, 2014 shall not exceed **thirteen thousand, three hundred and fifteen dollars (\$13,315)**.



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

**SUPPORTIVE SERVICES BUDGET**

**BUDGET PERIOD: OCTOBER 1, 2013 THRU JUNE 30, 2014**

Name of Agency: Meals on Wheels of the Monterey Peninsula, Inc.

Address of Agency: 700 Jewell Ave.

Pacific Grove, CA 93950

Project Name: Health Promotion/Disease Prevention

**Funding Source and Federal Catalog #**


Check one: <b>Title III B</b>		93.044
<b>Title III D</b>	X	93.043

**Budget Version**

Check one: <b>Original</b>	X	
Revision #	x	4/4/2014

**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.

 4/16/14  
Preparer's Signature / Date

Viveca Lohr 831-375-4454  
Preparer's Name (Printed) and telephone number

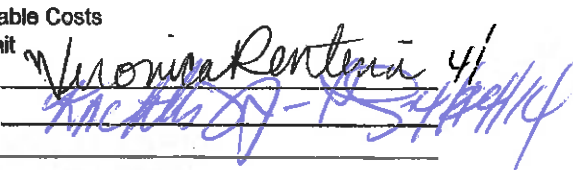
\_\_\_\_\_  
Executive Director's Signature / Date

Viveca Lohr 831-375-4454  
Executive Director's Name (Printed) and telephone number

Received at Area Agency on Aging:

Budget Template Last Updated:  
10/4/12 By Veronica Renteria

Reviewed for: completeness and accuracy  
Required Match of 10.53%  
Reviewed for Allowable Costs  
8% Indirect Cost limit

Budget Approved by Fiscal Officer:   
Budget Approved by Program: \_\_\_\_\_  
Get-Care Updated by Vendor: \_\_\_\_\_  
Get-Care Verified by Fiscal Officer: \_\_\_\_\_



MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

<b>Agency:</b>	Meals on Wheels of the Monterey Peninsula, Inc.
<b>Project:</b>	Health Promotion/Disease Prevention

**SECTION A:**

**LINE ITEM BUDGET**

(1) Category	(2) Cash	(3) In-Kind
Salaries	9,804	3,240
Payroll Taxes	-	
Employee Benefits	-	
<b>SUBTOTAL (Personnel Costs):</b>	<b>9,804</b>	<b>3,240</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	642	
Printing / Publications		
Public Relations /Advertising		
Membership Dues and Subscriptions		
Supplies		
Food/ Food Service		
Vehicle Operation		
Overhead: 8% limit of Grant Funding		
Awards/ Recognition/ Events		
Client Support		
Depreciation		
Nutrition Education		
Bank Services Fees		
Subcontractor		
<b>Miscellaneous: (List Separately)</b>		
Column Totals:	10,446	3,240
	<b>Total Budget:</b>	<b>\$ 13,686</b>



**SECTION C:**

**Funding Source Summary**

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	-		\$ -
Contributions (+) Non-Matching	Section E	-	-	\$ -
Contributions (+) Matching	Section F	-	3,240	\$ 3,240
AAA Grant Funds		10,446		\$ 10,446
<b>Total Funding</b>		<b>\$ 10,446</b>	<b>\$ 3,240</b>	<b>\$ 13,686</b>

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

Match may be met by Cash or In-Kind contributions. Income shall not count toward satisfying a cost-sharing or matching requirement of the Title III sub-grant supporting the activity giving rise to the income. See related California Department of Aging matching guidelines.

**SECTION D:**

**Schedule of Program Income**

	Amount
<b>Total:</b>	<b>\$0.00</b>

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

- 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 fundraisers.
2. Gifts from philanthropic organizations or individuals.
3. Rebates, discounts, and recoveries on losses which should be treated as "applicable credits."

**SECTION E**

**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 SecC.

**SECTION F**

**Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Excl.Project Income)			3,240	\$ 3,240
Government Agencies:	A -			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ -	\$ 3,240	\$ 3,240

Total of Cash and In-Kind funds should equal SecC.

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III 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.

Matchin req %	GR total	Cash non-IK non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	ReqMATIC H
<b>#REF!</b>								
Original Amt	13,686	0	0	10,446	0	0	3,240	1,441
Fund increase		0	0	0	0	0	0	0
10.53%	13,686	0	0	10,446	0	0	3,240	1,441
								Difference
<b>Required Match (Orig)</b>	13,686	0	0	10,446	0	0	3,240	match OK
<b>Required Match (Amend)</b>	13,686	0	0	10,446	0	0	3,240	match OK