

COUNTY OF MONTEREY

AMENDMENT #2 to AGREEMENT #A-13230

Meals on Wheels of the Monterey Peninsula

ORIGINAL

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 July 20, 2016 and Amendment #1 between the parties executed on February 6, 2017 (hereinafter, "Original Agreement") by increasing the Federal share of cost by \$2,795 due to additional one-time-only Federal funding, increasing the total contract amount to \$410,193. Therefore, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
 - 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits AAA, AA-1, AAA-2 and AA-3 in conformity with the terms of this Agreement. The services are generally described as follows: Provide congregate and home-delivered meals, and Health Promotion services, to seniors in the Monterey Peninsula Region.
2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
 - 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits AAA, AA-1, AAA-2 and AA-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 \$410,193.
3. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:
 - 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AAA	Scope of Services/ Payment Provisions
Exhibit AA-1	Scope of Services - Title III C-1 /NSIP
Exhibit AAA-2	Scope of Services - Title III C-2 /NSIP
Exhibit AA-3	Scope of Services - Title III D
Exhibit B	DSS Additional Provisions
Exhibit CC-1	Budget - Title III C-1 /NSIP
Exhibit CCC-2	Budget - Title III C-2 /NSIP
Exhibit C-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 Acquisition Guidelines
Exhibit E	Elder Abuse Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

4. Sections 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as Exhibits CC-1, CCC-2 and C-3. Only the costs listed in Exhibits CC-1, CCC-2 and C-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 AAA, AA-1, AAA-2 and AA-3. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibits AAA, AA-1, AAA-2 and AA-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 AA, AA-2, and CC-2 of the Original and Amended Agreements are rescinded, and replaced by Exhibits AAA, AAA-2, and CCC-2, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

COUNTY OF MONTEREY:

By: 
Elliott Robinson, Director
DSS

Date: 5/24/17

Approved as to Form:


Deputy County Counsel

Date: May 16, 2017

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 5/2/17

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

By: 

Title: PRESIDENT
(Chair/President/Vice-President)

Date: 5/11/17

By: 

Title: SECRETARY
(CFO/Secretary/Treasurer)

Date: 5/11/17

SCOPE OF SERVICES/PAYMENT PROVISIONS

**MEALS ON WHEELS OF THE MONTEREY PENINSULA
JULY 1, 2016- JUNE 30, 2017**

I. CONTACT INFORMATION:

<p>Contact Person & Disaster Preparedness Coordinator</p>	<p>Viveca Lohr, Executive Director Vlohr@mowmp.org</p>
<p>County Contract Manager:</p>	<p>Kathleen Murray-Phillips, Planner Area Agency on Aging Department of Social Services 1000 South Main Street Suite 301 Salinas, CA 93901 (831) 796-3530 Fax: (831) 755-8477 murrayphillipsk@co.monterey.ca.us</p>

II. OFFICE AND SITE LOCATIONS

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

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

III. SERVICES TO BE PROVIDED BY CONTRACTOR

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

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].

Services shall be provided in the Monterey Peninsula/Western 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. 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 AA-1, AAA-2, and AA-3.

VII. EQUIPMENT

CONTRACTOR must receive prior approval from County in writing for equipment purchases over \$500.

Competitive quotations shall be solicited for Equipment purchases. 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.

Equipment purchases over \$500 must follow the Purchasing Guidelines thresholds below:

- 1) Less than \$3,000 – One quote minimum is required.
- 2) More than \$3,000 but less than \$15,000 – A minimum of two quotes is required.
- 3) Greater than \$15,000 but less than \$50,000 – Three quotes is required.

VIII. INVOICE/PAYMENT PROVISIONS

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

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance

with the terms of this Agreement. The applicable benchmark for each type of service is identified in Exhibits AA, AA-1, AAA-2, and AA-3, Section I, Services to be Provided, and Section II, 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 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 10th of the month for services rendered in the previous month, with the final invoice due no later than June 10, 2017. CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2017; however services will continue through June 30, 2017 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, 2017.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate. Equipment must be received by June 30, 2017 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.

IX. PAYMENT SUMMARY

<i>Funding Type</i>	<i>FY 2016-17 TOTALS</i>	<i>7/1/16 – 9/30/16 Maximum Amounts</i>
Title III, C-1	\$96,762	\$22,607
C-1, NSIP	\$12,068	\$3,017
SUB-TOTAL	\$108,830	\$25,624
Title III, C-2	\$213,265	\$49,857
C-2, NSIP	\$75,957	\$18,989
SUB-TOTAL	\$289,222	\$68,846
III D, Health Promotion	\$12,141	\$3,035
TOTAL:	\$410,193	\$97,505

The maximum amount to be paid by County to CONTRACTOR for the period July 1, 2016 through September 30, 2016 shall not exceed ninety-seven thousand, five

hundred and five dollars (\$97,505). Unused funds will roll-over to the remaining contract period beginning October 1, 2016.

The total amount payable by County to CONTRACTOR for the period July 1, 2016 through June 30, 2017 shall not exceed **four hundred and ten thousand, one hundred and ninety-three dollars (\$410,193)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-1617-32. 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.

**TITLE III C-2 HOME DELIVERED MEALS (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

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

CONTRACTOR shall provide one home-delivered meal to eligible individuals in the Monterey Peninsula region in accordance with the 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 NSIP funding.

CONTRACTOR may provide one additional meal to eligible individuals. Additional meals that meet all of 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 are eligible for NSIP funding.

CONTRACTOR shall provide Home Delivered Nutrition Services in accordance with the 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 (HDM) (NAPIS 4)

Unit of Service Definition: Title III C-2 HDM are main meals provided to an eligible individual in his or her place of residence, that meet all of 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 Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Measurement: 1 Meal

Estimated Service Units to be delivered: Title III C-2 HDM: 111,000

Benchmark of Title III C-2 HDM to be delivered:

by September 30 th :	27,750	Units	(25%)
by December 31 ^s :	55,500	Units	(50%)
by March 31 st :	83,250	Units	(75%)
by June 30 th :	111,000	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 are limited for home-delivered meal program participants and are typically handout materials but other formats may be explored. Master copy handouts will be provided to CONTRACTOR and then copied for distribution. Tracking of the number of program participants receiving materials is then tracked and reported in the GetCare database as outlined below.

Unit of Service Measurement: 1 session per participant four (4) times per year

Estimated Service Units to be delivered: 3,600

Home delivered meal program participants shall receive Nutrition Education four (4) times per year for a total of 3,600 sessions.

Benchmark of Nutrition Education Services:

by September 30 th :	900	Units (25%)
by December 31 st :	1,800	Units (50%)
by March 31 st :	2,700	Units (75%)
by June 30 th :	3,600	Units (100%)

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th of the month following the month of service. Title III C-2 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, 2016, January 10, 2017, April 10, 2017 and July 10, 2017. 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. 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.

III. 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. NSIP requires no local match, or in-kind match.

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

IV. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for Title III C - 2 and NSIP Program for the period July 1, 2016 through September 30, 2016 shall not exceed sixty-eight thousand eight hundred and forty-six dollars (\$68,846). Unused funds will roll-over to the remaining contract period beginning October 1, 2016.

The total amount payable by County to CONTRACTOR for the period July 1, 2016 through June 30, 2017 shall not exceed **two hundred eighty-nine thousand, two hundred and twenty-two dollars (\$289,222)**.

Monterey County AAA Budget Certification Report

Fiscal Year 2016-2017

Title III-C2 Home Delivered Meals

Meals on Wheels of the Monterey Peninsula

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	254,000	190,000
Payroll Taxes	90,000	-
Employee Benefits	66,000	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	-	60,000
Conference / Trainings / Meetings	1,000	-
Professional Fees: Acctg/Legal/DP	14,533	-
Equipment Purchase	-	-
Equipment Rental / Maintenance	10,000	-
Occupancy	30,000	-
Insurance (Not Vech / Occ)	5,500	-
Utilities / Communications	5,500	-
Postage / Shipping	6,500	-
Printing / Publication	21,850	-
Public Relations / Advertising	1,000	-
Subs / Membership Dues	1,000	-
Supplies	4,000	-
Food / Food Service	347,982	-
Vehicle Operation	3,500	-
Overhead (8% limit)	-	-
Awards / Events	2,200	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	500	-
Subcontractor	-	-
Miscellaneous	1,000	-
Expense Totals	866,065	250,000

1,116,065

AAA Grant	199,427	NSIP Grant	75,957	OTO Grant	13,838
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Project Income	146,520	CNonMatch	430,323	CashMatch	-	IKMatch	256,000	GRTotal	1,116,065	Required Match	48,782
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I certify that the amounts displayed are accurate and correct.

Revision Date 5/11/17

Approved by *[Signature]* Date 5/8/17
 AAA Fiscal Officer

Approved by _____ Date _____
 AAA Management Analyst