

COUNTY OF MONTEREY
AMENDMENT #1 to AGREEMENT #5010-177
Alisal Unified 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 Alisal Unified School District (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for the provision of congregate meals services for Monterey County seniors for a term of July 1, 2021 through June 30, 2022 with a total contract amount of \$85,000 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by **adding \$18,426 for a new total contract amount of \$103,426.**

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 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0 "PAYMENT PROVISIONS"**, is hereby 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 **\$103,426.**"

2. **Exhibit AA, Section III "SUBAWARD INFORMATION"** is hereby amended to the following:
93.53 - Title III - **\$90,846**
93.053 - NSIP - **\$12,580**

3. **Exhibit AA, Section IV "SERVICES TO BE PROVIDED BY CONTRACTOR"** is hereby amended to the following:
"Unit of Service Measurement: **1 Meal**
Estimated Service Units to be delivered: **13,000 Meals**
Benchmark for Title III C-1 Congregate Meals to be delivered:

by September 30 th	2,500	Units (19%)
by December 31 st	5,000	Units (38%)
by March 31 st	9,000	Units (69%)
by June 30 th	13,000	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 13,000 Meals**

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

by September 30 th	2,500	Units (19%)
by December 31 st	5,000	Units (38%)
by March 31 st	9,000	Units (69%)
by June 30 th	13,000	Units (100%)”.

4. **Exhibit AA**, Section XII **“PAYMENT SUMMARY”** reflects the addition of **\$18,426**, which is split between the two funding categories in the table on page 6, and the new contract total of **\$103,426**.
5. **Exhibit AA**, Section XII **“PAYMENT SUMMARY”** is hereby amended to the following:
“This Agreement is funded by the California Department of Aging (CDA) Agreements #AP 2122-32 and #AP-2122-32-1.”
6. **Exhibit CC-1** provides budget detail for the **\$18,426** being added, of which **\$11,405** is Title III C-1 funding and **\$7,021** is NSIP funding.
7. 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.
8. A copy of this Amendment No. 1 shall be attached to the Agreement.

(remainder of page intentionally left blank)

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

COUNTY OF MONTEREY:

CONTRACTOR

By: _____
Lori Medina
DSS Director

By: _____
(Chair, President, Vice President)

Date: _____

(Print Name & Title)

Date: _____

Approved as to Form:

By: _____
(Secretary, CFO, Treasurer)

DocuSigned by:
Anne Breton, County Counsel

07025F3AA38B4A4
Deputy County Counsel

(Print Name and Title)

Date: 2/23/2022 | 2:33 PM PST

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Joey Nolasco

F60C442ED05B437...
Auditor-Controller's Office

Date: 2/24/2022 | 3:48 PM PST

SCOPE OF SERVICES/PAYMENT PROVISIONS

ALISAL UNION SCHOOL DISTRICT

JULY 1, 2021 – JUNE 30, 2022

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

COUNTY Contract Manager: Erika Estrada, Management Analyst Area Agency on Aging Department of Social Services 730 La Guardia Street Salinas, CA 93905 (831) 784-2172 estradame@co.monterey.ca.us

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-2122-32

Date County Awarded Funding: 7/1/2021

CFDA Pass-through Information and Dollar Amount: California Department of Aging

EXHIBIT AA

93.045 – Title III - \$90,846

93.053 – NSIP - \$12,580

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 two Elderly Nutrition Program Dining Centers listed above in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals:

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: **13,000 Meals**

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

by September 30 th	2,500	Units (19%)
by December 31 st	5,000	Units (38%)
by March 31 st	9,000	Units (69%)
by June 30 th	13,000	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 13,000 Meals**

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

by September 30 th	2,500	Units (19%)
by December 31 st	5,000	Units (38%)

EXHIBIT AA

by March 31 st	9,000 Units (69%)
by June 30 th	13,000 Units (100%)

Note: The NSIP meals are not additional meals; they are an enhancement to the congregate meals.

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. PERFORMANCE REPORTING

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

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

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

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if required 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.

EXHIBIT AA**VII. GETCARE LICENSES**

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, 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 COUNTY in writing within 15 days.

VIII. MATCH REQUIREMENTS

Title III C-1 requires a local cash/in-kind match of 10.53%. The required match is calculated by taking the total program costs less program income, non-matching contributions, and Nutrition Services Incentive Program (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. **The COUNTY is waiving the CONTRACTOR'S requirement for match.**

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

IX. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in **Exhibit H**. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section III, Services to be provided by Contractor.

X. EQUIPMENT

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

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 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.

Exhibit D-5 has further equipment guidelines.

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

EXHIBIT AA

Equipment must be received each year by June 30, 2022 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. 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**).

XI. INVOICE/PAYMENT SUMMARY

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 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, 2022.

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

XII. PAYMENT SUMMARY

<i>Funding Type</i>	<i>FY 2021/22 TOTALS</i>
Title III, C-1	\$90,846
NSIP	\$12,580
TOTAL:	\$103,426

The maximum amount payable under this agreement by COUNTY to CONTRACTOR for the period July 1, 2021 through June 30, 2022 shall not exceed **one hundred three thousand four hundred twenty-six dollars (\$103,426)**.

This Agreement is funded by the California Department of Aging (CDA) Agreements #AP 2122-32 and #AP-2122-32-1. 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, 2021 - JUNE 30, 2022

Name of Agency: Alisal Union School District Nutrition Services

Address of Agency: 155 Bardin Rd. Salinas ca. 93905

Project Name: Revised Budget for Congregate 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"/>	<input type="checkbox"/>
Revision	<input type="checkbox"/>	<input 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 831-753-5776

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>V. Renteria 2/14/22</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>6/18/20 By Veronica Renteria</u>

JULY 1, 2021 - JUNE 30, 2022

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Alisal Union School District Nutrition Services
 Project: Revised Budget for Congregate Meals for Older Adults

SECTION A:

LINE ITEM BUDGET

(1) Category	(2) Cash	(3) In-Kind
Salaries	41,441	-
Payroll Taxes	14,615	
Employee Benefits	8,900	
SUBTOTAL (Personnel Costs):	64,956	-
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		
Public Relations /Advertising	50	
Membership Dues and Subscriptions		
Supplies	100	
Food/ Food Service	35,763	
Vehicle Operation	350	
Overhead: 10% limit of Grant Funding	3,247	
Awards/ Recognition/ Events		
Client Support		
Depreciation		
Nutrition Education		
Bank Services Fees		
Subcontractor		
Miscellaneous: (List Separately)		
Column Totals:	104,466	-
	Total Budget:	\$ 104,466

*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.

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	(+)	1,040	Section E, autofill
11 NSIP	(+)	12,580	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	(+)	90,846	Contract Amount
16 Total Funding	(=)	\$ 104,466	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 Definition

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	13,000	-
25 Donation per Meal	(x) \$ 0.08	
26 Program Income	(=) \$ 1,040.00	\$ -
	Autofill to Line 10	Autofill to Line 17

27 Number of NSIP-eligible Meals-	13,000	-	Line 28, autofill
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28 Number of TIII Qualifying Meals-	<i>Different from NSIP Meals for C-2 programs only:</i>	
	13,000	

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."

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			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals:		\$ -	\$ -	\$ -

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			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals:		\$ -	\$ -	\$ -

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	IK non-	AAA	Program	Cash	IK Match	Req. Match	
<i>Revised Budget for Congregate Meals for Older Adults</i>										
Original Amount	104,466	12,580	0	0	90,846	1,040	0	0	9,566	Match Req'd
Fund Increase		0	0	0	0	0	0	0	8,526	Increase Req'd
10.53%	104,466	12,580	0	0	90,846	1,040	0	0	9,566	New Match Req'd
										Test
Required Match	104,466	12,580	0	0	90,846	1,040	0	0	9,566	
Required Match	104,466	12,580	0	0	90,846	1,040	0	0	9,566	

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