

COUNTY OF MONTEREY

AMENDMENT #1 to AGREEMENT #5010-175

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").

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for the provision of meals and health promotion services for seniors for a term of July 1, 2021 through June 30, 2022 with a total contract amount of \$438,791 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment #1 by **adding \$183,726** for a revised contract total of **\$622,517** with no change to the contract term.

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 as follows:
"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 **\$622,517.**"
2. **Exhibit AA**, page 1, Section II "**OFFICE AND SITE LOCATIONS**" is hereby amended to add the location below:
Los Abuelitos Senior Apartments M-F
528 E Market Street
Salinas, CA 93905
(831) 757-1283

Exhibit AA, page 2, Section III "**SUBAWARD INFORMATION**" is hereby amended and adds the following:

93.045 (Title III-C) \$417,589

93.045 (Consolidated Appropriations Act, 2021, Supplemental Funding Nutrition Older Americans Act Title III-C2) \$161,788

4. **Consolidated Appropriations Act, 2021, Supplemental Funding Nutrition Older Americans Act Title III-Part C**
4. **Exhibit AA**, page 2, Section V "**SERVICES TO BE PROVIDED BY CONTRACTOR**" is hereby amended and now reads as follows:
"CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, A-2, A-3 and A4**".

5. **Exhibit AA**, page 4, Section VIII **“AUDIT PROVISIONS”** is hereby amended and now reads as follows:

“Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Exhibits **AA, AA-1, A-2, A-3 and A4.**”.

4. **Exhibit AA**, page 5, Section XI **“INVOICE/PAYMENT PROVISIONS”** is hereby amended and now reads as follows:

“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 for each type of service is identified in Exhibits **AA, AA-1, A-2, A-3 and A4**, Section I, Services to be Provided, and Section II, Performance Reporting.”

“CONTRACTOR acknowledges that all funding under **the original** Agreement will be exhausted by May 31, 2022; however, services will continue through June 30, 2022 with other program funding and will be recorded as Cash Match. **The Consolidated Appropriations Act (CAA) Title III C-2 funding will be exhausted by June 30, 2022.**”

5. **Exhibit AA**, page 6, Section XII **“PAYMENT SUMMARY”** is hereby amended and now reads as follows:

“The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 – June 30, 2022 for Title III, C-1/NSIP is **one hundred forty-two thousand two hundred and eighty-four dollars (\$142,284).**”

This total includes the \$21,938 of the \$183,726 being added to the Agreement. This portion is for congregate meals.

“The total amount payable by County to Contractor under this Agreement for the period February 1, 2022 – June 30, 2022 for Consolidated Appropriations Act (CAA) Title III C-2 is one hundred and sixty-one thousand seven hundred and eighty-eight dollars (\$161,788).”

This portion of the \$183,726 is for home-delivered meals.

“The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 - June 30, 2022 shall not exceed **six hundred twenty-two thousand five hundred and seventeen dollars (\$622,517)**”, and

“This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-2122-32, #AP-2122-32-1, and agreement #AP-2122-32-2”.

4. **Exhibit AA-1**, page 8, Section I “**SERVICES TO BE PROVIDED**” is hereby amended and now reads as follows:
“Benchmark for Title C-1 Meals to be served:
by September 30th: 4,125 Units (21%)
by December 31st: 8,250 Units (42%)
by March 31st: 13,675 Units (69%)
by June 30th: 19,750 Units (100%)”
5. **Exhibit AA-1**, page 9, Section IV “**PAYMENT SUMMARY**” is hereby amended and now reads as follows:
The maximum amount to be paid by County to CONTRACTOR for the Title III C-1 and NSIP Program for the period July 1, 2021 through June 30, 2022 shall not exceed **one hundred forty-two thousand two hundred and eighty-four dollars (\$142,284)**.
6. **Exhibit A-4** has been added to describe the Consolidated Appropriations Act (CAA) funded scope of services and reflects the funding being added and date by which it is to be expended.
7. **Exhibit CC-1** provides budget detail for the \$21,938 of the total \$183,726 being added. This is the portion for congregate meals.
8. **Exhibit CAA C-1** provides budget detail for the \$161,788 of the total \$183,726 being added. This is the portion for home-delivered meals.
9. 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.
10. A copy of this Amendment No. 1 shall be attached to the Agreement.

(remainder of the page intentionally left blank)

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

COUNTY OF MONTEREY:

Meals on Wheels of the Monterey Peninsula

Contractor's Business Name

By: _____
Lori A. Medina
DSS Director

DocuSigned by:
Debbie Winick, Board Chair
1A358895AA154A0...
By: _____
(Chair, President, Vice President)

Date: _____

(Print Name & Title)
1/13/2022 | 6:31 PM PST
Date: _____

Approved as to Form:

DocuSigned by:
ARB
07025E3AA36B4A4...

Deputy County Counsel
1/14/2022 | 11:59 PM PST

DocuSigned by:
Kathleen Davi
E60724CCD64C42C...
By: _____
(Secretary, CFO, Treasurer)

Date: _____

(Print Name and Title)
1/14/2022 | 8:09 PM PST
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...

Auditor-Controller's Office
1/16/2022 | 10:43 AM PST

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

MEALS ON WHEELS OF THE MONTEREY PENINSULA JULY 1, 2021- JUNE 30, 2022

I. CONTACT INFORMATION:

CONTRACTOR Contact Person &
Disaster Preparedness Coordinator: Christine Winge, Executive Director
cwinger@mowmp.org

COUNTY Contract Manager: Ronald Lee, Management Analyst
Area Agency on Aging
Department of Social Services
730 La Guardia Street
Salinas, CA 93905
(831) 755-8493
leer1@co.monterey.ca.us

II. OFFICE AND SITE LOCATIONS

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

Elderly Nutrition Program Dining Sites	
Sally J. Griffin Active Living Center M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	Monterey Senior Center M, T, Th, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878
Oldemeyer Center M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	Junsay Oaks Senior Apartments M-F approximately 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251
Los Abuelitos Senior Apartments M-F: 528 E Market Street Salinas, CA 93905 (831) 757-1283	

III. SUBAWARD INFORMATION

Sub-award: State of California, Department of Aging

CONTRACTOR DUNS Number: 123590747

Federal Award Identification Number (FAIN): AP-2122-32

Date County Awarded Funding: 7/1/2021

CFDA Pass-through Information and Dollar Amount:

State of California, Department of Aging

93.043 (Title III D) \$14,804

93.045 (Title III-C) \$417,589

93.053 (NSIP) \$28,336

93.045 (Consolidated Appropriations Act, 2021, Supplemental Funding Nutrition Older Americans Act Title III-C2) \$161,788

Federal Award Description:

Administration on Aging, Department of Health and Human Services

1. Special Programs for the Aging – Title II, Part D – Disease Prevention and Health Promotion Services
2. Special Programs for the Aging – Title III, Part C – Nutrition Services
3. Nutrition Services Incentive Program
4. **Consolidated Appropriations Act, 2021, Supplemental Funding Nutrition Older Americans Act Title III-Part C**

Research and Development: no

Indirect Cost Rate: 10%

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. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, A-2, A-3 and A4.**

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 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.

VI. 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

VII. 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.

VIII. 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, AA-1, A-2, A-3 and A4**.

IX. EQUIPMENT

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

Competitive quotations shall be solicited for Equipment purchases and COUNTY will provide guidelines when quotes are required and how many quotes are required.

- 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 are required.

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

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 must be received by June 30, 2022 and 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. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in Exhibit D-6. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (Exhibit D-7).

X. 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 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 an 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, 2022.

XI. 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 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, A-2, A-3 and A4**, 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.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2022.

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, with the final invoice due no later than June 10th, 2022. CONTRACTOR acknowledges that all funding under **the original** Agreement will be exhausted by May 31, 2022; however, services will continue through June 30, 2022 with other program funding and will be recorded as Cash Match. **The Consolidated Appropriations Act (CAA) Title III C-2 funding will be exhausted by June 30, 2022.**

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 July- June</i>	<i>FY 2021/22 February-June</i>	<i>FY 2021/22 July-June TOTALS</i>
Title III, C-1	\$117,721	\$21,938	\$139,659
C-1, NSIP	\$2,625		\$2,625
SUB-TOTAL	\$120,346		\$142,284
Title III, C-2	\$277,930		\$277,930
C-2, NSIP	\$25,711		\$25,711
SUB-TOTAL	\$303,641		\$303,641
Title III, C-2 (CAA)		\$161,788	\$161,788
SUB-TOTAL		\$161,788	\$161,788
III D, Health Promotion	\$14,804		\$14,804
TOTAL:	\$438,791	\$183,726	\$622,517

The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 – June 30, 2022 for Title III, C-1/NSIP is **one hundred forty-two thousand, two hundred and eighty-four dollars (\$142,284)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 – June 30, 2022 for Title III C-2/NSIP is three hundred and three thousand, six hundred and forty-one dollars (\$303,641).

The total amount payable by County to Contractor under this Agreement for the period February 1, 2022 – June 30, 2022 for Consolidated Appropriations Act (CAA) Title III C-2 is one hundred sixty-one thousand seven hundred and eighty-eight dollars (\$161,788).

The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 – June 30, 2022 for Title III D, Health Promotion, is fourteen thousand eight hundred and four dollars (\$14,804).

The total amount payable by County to Contractor under this Agreement for the period July 1, 2021 - June 30, 2022 shall not exceed **six hundred twenty-two thousand five hundred and seventeen dollars (\$622,517)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-2122-32, #AP-2122-32-1, and agreement #AP-2122-32-2. 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.

EXHIBIT AA-1

**TITLE III C-1 CONGREGATE NUTRITION (CFDA #93.045)
NUTRITION SERVICES INCENTIVE PROGRAM (NSIP) (CFDA 93.053)
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches to the four Elderly Nutrition Program Dining Centers listed in Exhibit A in accordance with the California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5. Nutrition Requirements of Meals. Lunch meals are eligible for Title III C-1 and NSIP funding.

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 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:

- a. Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service
- b. Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- c. 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 lunch meals provided to an eligible individual in a congregate group setting. The meals meet all of 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/Title III C-1: 19,750

Benchmark for Title C-1 Meals to be served:

by September 30 th :	4,125	Units (21%)
by December 31 st :	8,250	Units (42%)
by March 31st :	13,675	Units (69%)
by June 30th :	19,750	Units (100%)

Service: Title III C-1 Nutrition Services Incentive Program (NSIP)

Unit of Service Definition: The Nutrition Services Incentive Program (NSIP) provides grants to states, territories and eligible tribal organizations to support 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: 16,500

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

by September 30 th :	4,125	Units (25%)
by December 31 st :	8,250	Units (50%)
by March 31 st :	12,375	Units (75%)
by June 30 th :	16,500	Units (100%)

Note: NSIP funds are an enhancement to the Congregate Meals funds.

II. 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-1 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, 2021, January 10, 2022, April 10, 2022 and July 10, 2022. 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-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 NSIP, multiplied by the matching requirement percentage.

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

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.

IV. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for the Title III C-1 and NSIP Program for the period July 1, 2021 through June 30, 2022 shall not exceed **one hundred forty-two thousand two hundred and eighty-four dollars (\$142,284)**.

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EXHIBIT A-2

**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 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 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 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: 45,000 Meals

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

by September 30 th :	11,250	Units	(25%)
by December 31 ^s :	22,500	Units	(50%)
by March 31 st :	33,750	Units	(75%)
by June 30 th :	45,000	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 including verbal information to assist with social isolation during well-check calls with program participants. Informational material may be provided to CONTRACTOR for distribution to program participants. 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: 3,000 Nutrition Education Units
Home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Benchmark of Nutrition Education Services:

by September 30 th :	750	Units (25%)
by December 31 st :	1,500	Units (50%)
by March 31 st :	2,250	Units (75%)
by June 30 th :	3,000	Units (100%)

II. 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 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, 2021, January 10, 2022, April 10, 2022 and July 10, 2022. 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 payable by County to CONTRACTOR for the Title III C-2 and NSIP Program for the period July 1, 2021 through June 30, 2022 shall not exceed three hundred and three thousand six hundred and forty-one dollars (\$303,641).

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EXHIBIT A-3

**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. Services provided must meet the highest level criteria as evidence based interventions and CONTRACTOR must gain approval from the County before offering a particular service.

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: **1,100 Contacts**

Benchmark of Service Units

by September 30 th :	250	Units	(25%)
by December 31 st :	500	Units	(50%)
by March 31 st :	750	Units	(75%)
by June 30 th :	1,000	Units	(100%)

2. Program/Class Descriptions:

Matter of Balance:

Matter of Balance is specifically designed to reduce the fear of falling and improve activity levels among community-dwelling older adults. The program includes eight two-hour classes presented to a small group of 8-12 participants led by trained coaches. The program enables participants to reduce the fear of falling by learning to view falls as controllable, setting goals for increasing activity levels, making small changes to reduce fall risks at home, and exercise to increase strength and balance.

Tai Chi for Arthritis:

The Tai Chi for Arthritis & Fall Prevention Program is a gentle form of exercise known for its health benefits, which include helping prevent falls and increasing leg strength, balance, flexibility, and a sense of well-being. The program can be modified to fit almost anyone's level of ability and can be practiced both sitting and standing.

Tai Chi for Energy/Diabetes:

The Tai Chi is often described as "meditation in motion." This low impact, slow motion exercise combined with deep and natural breathing can be adapted for anyone, with benefits ranging from increased energy to stress reduction.

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day 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, 2021, January 10, 2022, April 10, 2022 and July 10, 2022. 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-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. 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.

IV. PAYMENT SUMMARY

The total amount payable by County to CONTRACTOR for Title III D for the period July 1, 2021 through June 30, 2022 shall not exceed fourteen thousand, eight hundred and four dollars (\$14,804).

**CONSOLIDATED APPROPRIATIONS ACT (CAA)-2021
SUPPLEMENTAL FUNDING NUTRITIONAL OLDER AMERICANS ACT Title III
(CFDA #93.045)
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious 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 CAA funding.

CONTRACTOR may provide additional meals to eligible individuals within budgetary restrictions.

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.

Service: Title III C-2 Home-delivered meal (HDM) (NAPIS 4)

Unit of Service Definition: Title III C-2 CAA HDM 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 Nutrition Services Incentive Program (NSIP) requirements.

Unit of Service Measurement: 1 Meal

Estimated Service Units to be delivered: Title III C-2 CAA HDM: 24,000 Meals

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

by March 31st:	12,000	Units (50%)
by June 30th:	12,000	Units (100%)

II. 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 meals are registered services which require client profile information such as name, birthdate, zip code, etc., and the quantity and type of services provided. Title

III C-2 CAA funded services shall be reportedly separately into the AAA GetCare from other Title III C-2 meals funded in this agreement.

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by April 10, 2022 and July 10, 2022. 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

There is no match requirement for CAA funded programs.

IV. PAYMENT SUMMARY

The total amount payable by County to CONTRACTOR for Consolidated Appropriations Act (CAA) Title III C-2 for the period February 1, 2022 through June 30, 2022 shall not exceed is one hundred sixty-one thousand seven hundred and eighty-eight dollars (\$161,788).

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

NUTRITION SERVICES BUDGET

BUDGET PERIOD: FEBRUARY 2022 THRU JUNE 30, 2022

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

Address of Agency: 700 Jewell Ave., Pacific Grove CA 93950

Project Name: CAA Home Delivered Nutrition Program

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 type="checkbox"/>	93.053

Budget Version

Check one: Original	<input checked="" 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.

 12/14/21
Preparer's Signature / Date

Christine Winge 831-375-4454
Preparer's Name (Printed) and Telephone number

 12/14/21
Executive Director's Signature / Date

Christine Winge 831-375-4454
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>11/23/21</u> By <u>Veronica Renteria</u>

JULY 1, 2021 - JUNE 30, 2022

CC-1

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32**Agency:** Meals on Wheels of the Monterey Peninsula, Inc**Project:** Congregate Meal Program**SECTION A:****LINE ITEM BUDGET**

(1) Category	(2) Cash	(3) In-Kind
Salaries	240,000	116,250
Payroll Taxes	24,000	
Employee Benefits	49,000	
SUBTOTAL (Personnel Costs):	313,000	116,250
Volunteer Reimbursement		
*Travel/Volunteer Travel		
Conference/Training/Meetings	3,000	
Professional Fees: Acct/ Legal	22,150	
Equipment Purchase		
Equipment Rental and Maintenance	23,938	
Occupancy	15,000	
Insurance (Excluding Vehicle & Occupancy)	5,000	
Utilities/Communications	10,000	
Postage/Shipping	9,000	
Printing / Publications	19,000	
Public Relations /Advertising	13,000	
Membership Dues and Subscriptions	2,500	
Supplies	8,500	
Food/ Food Service	80,000	
Vehicle Operation	4,000	
Overhead: 10% limit of Grant Funding		
Awards/ Recognition/ Events	3,000	
Client Support		
Depreciation		
Nutrition Education		
Bank Services Fees	2,000	
Subcontractor		
Miscellaneous: (List Separately)	1,000	
Column Totals:	534,088	116,250
	Total Budget:	\$ 650,338

*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.

SECTION C:**Funding Source Summary**

		Cash	In-Kind	Total Budgeted Amount
Project Income	Section D	36,804		\$ 36,804
Contributions (+) Non-Matching	Section E	355,000	-	\$ 355,000
Contributions (+) Matching	Section F	-	116,250	\$ 116,250
AAA Grant Funds		142,284		\$ 142,284
Total Funding		\$ 534,088	\$ 116,250	\$ 650,338

SECTION D:**Program Income**

	Amount
	36,804.00
Total:	\$36,804.00

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		355,000		\$ 355,000
Government Agencies:	A -			\$ -
Government Agencies:	B -			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals:		\$ 355,000	\$ -	\$ 355,000

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.

SECTION F Schedule of Contributions - Matching

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)			116,250	\$ 116,250
Government Agencies:	A -			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals:		\$ -	\$ 116,250	\$ 116,250

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

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 B funds (Excluding 3B Ombudsman).

Title III-D, VII-A & VII-B funding do not have a match requirement.

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 contribution

See related California Department of Aging matching guidelines.

Match Req. %	GR total	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
<u>Congregate Meal Program</u>								
Original Amount	650,338	355,000	0	142,284	36,804	0	116,250	27,224
Fund Increase		0	0	0	0	0	0	0
10.53%	650,338	355,000	0	142,284	36,804	0	116,250	27,224
								Difference
Required Match (Original)	650,338	355,000	0	142,284	36,804	0	116,250	match OK
Required Match (Amended)	650,338	355,000	0	142,284	36,804	0	116,250	match OK

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

SUPPORTIVE SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2021 - JUNE 30, 2022

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

Address of Agency: 700 Jewell Ave., Pacific Grove CA 93950

Project Name: Congregate Meal Program

Funding Source and Federal Catalog #

Check one: Title III B		93.044
Title III D		93.043
Title VII A		93.042
Title VII B		93.041
SNAP-ED		10.561

Budget Version

Check one: Original		
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.

Christine Winge 12/16/21
Preparer's Signature / Date

Christine Winge 831-375-4454
Preparer's Name (Printed) and telephone number

Christine Winge 12/16/21
Executive Director's Signature / Date

Christine Winge 831-375-4454
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: _____
Required Match of 10.53%	Get-Care Updated by Vendor: _____
Indirect Cost limit 10%	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: 6/18/20 By Veronica Renteria

MONTEREY COUNTY AREA AGENCY ON AGING, PSA 32

Agency: Meals on Wheels of the Monterey Peninsula, Inc

Project: CAA Home Delivered Nutrition Program

SECTION A:**LINE ITEM BUDGET**

(1) Category	(2) Cash	(3) In-Kind
Salaries	50,000	-
Payroll Taxes	-	
Employee Benefits	-	
SUBTOTAL (Personnel Costs):	50,000	-
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		
Membership Dues and Subscriptions		
Supplies		
Food/ Food Service	111,788	
Vehicle Operation		
Overhead: 10% limit of Grant Funding		
Awards/ Recognition/ Events		
Client Support		
Depreciation		
Nutrition Education		
Bank Services Fees		
Subcontractor		
Miscellaneous: (List Separately)		
Column Totals:	161,788	-
	Total Budget:	\$ 161,788

*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	(+)	_____	-	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	(+)	_____	-	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	(+)	_____	161,788	Contract Amount
23 Total Funding	(=)	\$ _____	161,788	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		_____		_____
25 Donation per Meal	(x)	_____		_____
26 Program Income	(=)	\$ _____		\$ _____
		Autofill to Line 10		Autofill to Line 17
27 Number of NSIP-eligible Meals-		_____		_____
28 Number of TIII Qualifying Meals-		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."

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
<i>CAA Home Delivered Nutrition Program</i>									
Original Amount	161,788	0	0	0	161,788	0	0	0	17,036
Fund Increase		0	0	0	0	0	0	0	17,036
10.53%	161,788	0	0	0	161,788	0	0	0	17,036
									Test
Required Match (Original)	161,788	0	0	0	161,788	0	0	0	17,036
Required Match (Amended)	161,788	0	0	0	161,788	0	0	0	17,036

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