

# COUNTY OF MONTEREY

AMENDMENT #1 to PSA #979

## Alisal Union School District

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 **Alisal Union School District** (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of congregate meals to seniors in Salinas executed on September 2, 2014 (hereinafter, "Original Agreement ") **by increasing the Federal share of cost by \$19,765 due to one-time-only Federal funding, increasing the total contract amount to \$119,765.** 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 **Exhibit AA** in conformity with the terms of this Agreement. The services are generally described as follows: Provide congregate meals to Monterey County seniors.

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 AA and CC**, 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 **\$119,765.**

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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CC</b>	<b>Budget</b>
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 E	Elder Abuse Reporting Certification
Exhibit F	HIPAA Certification

Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements
Exhibit I	Modification to Indemnity

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 **Exhibit CC**. Only the costs listed in **Exhibit CC** 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 **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** 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 A and C of the Original Agreement are rescinded, and replaced by **Exhibits AA** and **CC**, 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.

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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, DSS Director

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

**Approved as to Form:**

\_\_\_\_\_  
Deputy County Counsel

Date: 3/24/15

**Approved as to Fiscal Provisions:**

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

Date: 3/24/15

**CONTRACTOR:**

**Alisal Union School District**

By: J. Ramirez, Jr.  
(Chair, President, Vice-President)

John Ramirez, Jr., Superintendent  
(Print Name & Title)

Date: 2-26-15

By: James R. Koenig  
(Secretary, CFO, Treasurer)

Jim Koenig, Assistant Superintendent  
(Print Name & Title)

Date: 2/26/2015

SCOPE OF SERVICES/PAYMENT PROVISIONS

ALISAL UNION SCHOOL DISTRICT  
 JULY 1, 2014 – JUNE 30, 2015

**I. CONTACT INFORMATION**

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

County Contract Manager: Kathleen Murray-Phillips, 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](mailto:murrayphillipsk@co.monterey.ca.us)

**II. OFFICE AND SITE LOCATIONS**

**Administrative Offices:**  
 1240 Cooper Avenue  
 Salinas, CA 93905

<b>Elderly Nutrition Program Dining Sites</b>		
<b>Firehouse Community Center</b> M-F 11:30 a.m. 1330 East Alisal Street Salinas, CA 93905 (831) 775-4286	<b>Los Abuelitos CHISPA Senior Housing</b> M-F 12:00 p.m. 528 E. Market Street Salinas, CA 93905 (831) 757-1283	<b>Sherwood Villages CHISPA Senior Housing</b> M-F 12 p.m. 808 North Main Street Salinas, CA 93906 (831) 783-1485

**III. 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:  
*City of Salinas.*

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

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

- 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 main 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: 17,000  
Benchmark for Title III C-1 Congregate Meals to be delivered:  
by September 30<sup>th</sup> 4,250 Units (25%)  
by December 31<sup>st</sup> 8,500 Units (50%)  
by March 31<sup>st</sup> 12,750 Units (75%)  
by June 30<sup>th</sup> 17,000 Units (100%)

#### 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. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10<sup>th</sup> of the month following the month of service. 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, 2014, January 10, 2015, April 10, 2015 and July 10, 2015. 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, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the benchmark.

#### **VI. GETCARE LICENSES**

COUNTY will pay for one (1) GetCare licenses 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.

#### **VII. 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. 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.

#### **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 Section III, Services to be provided by Contractor.

#### **IX. 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 in order 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 Article 6, Payment Conditions of the Agreement. Claims for payment shall be submitted in the form set forth in Exhibit D-1, Sample Invoice, by the 10<sup>th</sup> of the month for services rendered in the previous month.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2015.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2015 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.

**X. PAYMENT SUMMARY**

<i>Funding Type</i>	<i>FY 2014-15 TOTALS</i>	<i>7/1/14 – 9/30/14 Maximum Amounts</i>
<b>Title III, C-1</b>	<b>\$106,549</b>	<b>\$21,782</b>
<b>NSIP</b>	<b>\$13,216</b>	<b>\$3,217</b>
<b>TOTAL:</b>	<b>\$119,765</b>	<b>\$24,999</b>

The maximum amount to be paid by COUNTY to CONTRACTOR for Congregate Nutrition Services for the period July 1, 2014 through September 30, 2014 shall not exceed twenty-four thousand, nine hundred and ninety-nine dollars (\$24,999). Unused funds will roll-over to the remaining contract period beginning October 1, 2014.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2014 through June 30, 2015 is **one hundred nineteen thousand, seven hundred and sixty-five dollars (\$119,765)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-1415-32. 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.



Monterey County AAA Budget Certification Report

Fiscal Year 2014-2015

Title III-C1 Congregate Meals

Alisal Unified School District

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	21,344	-
Payroll Taxes	3,754	-
Employee Benefits	2,289	-
Volunteer Reimbursements	-	-
Travel / Vol Travel	-	-
Conference / Trainings / Meetings	-	-
Professional Fees: Acctg/Legal/DP	-	-
Equipment Purchase	15,980	-
Equipment Rental / Maintenance	-	-
Occupancy	-	-
Insurance (Not Vech / Occ)	-	-
Utilities / Communications	-	-
Postage / Shipping	-	-
Printing / Publication	-	-
Public Relations / Advertising	-	-
Subs / Membership Dues	-	-
Supplies	2,616	-
Food / Food Service	74,626	-
Vehicle Operation	1,000	-
Overhead (8% limit)	2,406	-
Awards / Events	-	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	-	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
<b>Expense Totals</b>	<b>124,015</b>	<b>124,015</b>

AAA Grant 87,130 NSIP Grant 13,216 OTO Grant 19,419

Project Income 4,250 CNonMatch - IKNonMatch - CashMatch - IKMatch - GRTotal 124,015 Required Match 11,220

Revision Date 2/10/15

I certify that the amounts displayed are accurate and correct.

Approved by *Valencia Karter* Date 12/22/14  
 AAA Fiscal Officer  
 Approved by *[Signature]* Date 3-5-15  
 AAA Management Analyst