

COUNTY OF MONTEREY

ORIGINAL

Meals on Wheels of the Salinas Valley

AMENDMENT #1 to AGREEMENT # A-12894

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 Salinas Valley** (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for home-delivered meals to Monterey County seniors between the parties executed on July 28, 2015 (hereinafter, "Original Agreement ") by **increasing the Federal Share of Cost by \$43,677, effective February 1, 2016, increasing the total contract amount to \$320,151.** 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 AA, AA-1 and AA-2** in conformity with the terms of this Agreement. The services are generally described as follows: Provide home-delivered meals to Monterey County seniors in Salinas, North and South County regions.

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, AA-1 and AA-2** 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 **\$320,151.**

3. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS 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 AA	Scope of Services/Payment Provisions
Exhibit AA-1	Scope of Services – City Program
Exhibit AA-2	Scope of Services – Rural Program
Exhibit B	DSS Additional Provisions
Exhibit CC-1	Budget – City Program
Exhibit CC-2	Budget – Rural Program
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	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 and CC-2. Only the costs listed in Exhibits CC-1 and CC-2 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 AA, AA-1 and AA-2. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibits AA, AA-1 and AA-2, 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, A-1, A-2, C-1 and C-2 of the Original Agreement are rescinded, and replaced by Exhibits AA, AA-1, AA-2, CC-1 and CC-2, attached.

If there is any conflict or inconsistency between the provisions of the Original AGREEMENT and 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: [Signature]
Elliott Robinson
Director, DSS

Date: 4/19/16

CONTRACTOR:

~~Meals on Wheels Salinas Valley~~

~~By: [Signature]
(Chair, President, Vice-President)~~

~~[Signature]
(Print Name & Title)~~

~~Date: 3/1/16~~

Board President
Signature: [Signature]
Title: Board President
Date: 3-7-16

Approved as to Form:

[Signature]
Deputy County Counsel

Date: 3/10/16

By: [Signature]
(Secretary, CFO, Treasurer)

Marjetka L. Bagley, Treasurer
(Print Name and Title)

Date: 3/1/16

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 3-11-16

SCOPE OF SERVICES/PAYMENT PROVISIONS

**MEALS ON WHEELS OF THE SALINAS VALLEY
JULY 1, 2015 - JUNE 30, 2016**

I. CONTACT INFORMATION

Contact Person &
Disaster Preparedness
Coordinator:

Regina Gage
Executive Director
ReginaG@mowsalinas.org

County Contract Manager:

Kathleen Murray-Phillips, Planner
Area Agency on Aging
Department of Social and
Employment Services
1000 South Main Street Suite 301
Salinas, CA 93901
(831) 796-3530
Fax: (831) 755-8477
murrayphillipsk@co.monterey.ca.us

II. OFFICE LOCATION

Meals on Wheels of the Salinas Valley
40 Clark Street, Suite C
Salinas, CA 93901
(831) 758-6325
Fax: (831) 758-6518
Office hours: 9:00 AM – 4:30 PM

III. SERVICES TO BE PROVIDED

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

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.

CONTRACTOR shall provide services to the following three regions of Monterey County:

Salinas Region: *City of Salinas and Spreckels.*

- Home delivery of up to seven (7) frozen meals per week

North County Region: *Castroville, Moss Landing, Pajaro, and Prunedale.*

- Home delivery of up to seven (7) frozen meals per week

South County Region: *Bradley, Chualar, Gonzales, Greenfield, Jolon, King City, Lockwood, San Ardo, San Lucas, and Soledad.*

- Home delivery of up to seven (7) frozen meals per week

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 two (2) GetCare licenses 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 and AA-2.

VII. 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-1 and AA-2 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.

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2016.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate. Equipment must be received by June 30, 2016 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-5.

VIII. PAYMENT SUMMARY

<i>Funding Type</i>	<i>FY 2015-16 TOTALS</i>	<i>7/1/15 – 9/30/15 Maximum Amounts</i>
Title III, C-2 City Program	\$166,919	\$36,072
NSIP City Program	\$57,186	\$12,311
SUB-TOTAL	\$224,105	\$48,383
Title III, C-2 Rural Program	\$73,782	\$16,021
NSIP Rural Program	\$22,264	\$4,715
SUB-TOTAL	\$ 96,046	\$20,736
TOTAL:	\$320,151	\$69,119

The maximum amount payable by COUNTY to CONTRACTOR for the period July 1, 2014 through September 30, 2014 shall not exceed sixty-nine thousand, one hundred and nineteen dollars (\$69,119). Unused funds will roll over to the remaining contract period beginning October 1, 2015.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2015 through June 30, 2016 shall not exceed **three hundred twenty thousand one hundred and fifty-one dollars (\$320,151)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AP-1516-32. 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.

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

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide a nutritious frozen home-delivered main meal Monday through Friday in accordance with 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 Salinas Region in accordance with 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 must 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. Additional meals are eligible for NSIP funding.

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

Unit of Service Definition:

Title III C-2 meals 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: 40,000

Benchmark of Title III C-2 Meals to be delivered

by September 30 th	10,000 Units	(25%)
by December 31 st	20,000 Units	(50%)
by March 31 st	30,000 Units	(75%)
by June 30 th	40,000 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 may include demonstrations, audio-visual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants.

Unit of Service Measurement:

1 session per participant four (4) times per year:

Estimated Service Units to be delivered: 500

125 City meal program participants shall receive Nutrition Education four (4) times per year for a total of 500 sessions.

Benchmark of Nutrition Education Services:

by September 30 th	125	Units (25%)
by December 31 st	250	Units (50%)
by March 31 st	375	Units (75%)
by June 30 th	500	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 City Program 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, 2015, January 10, 2016, April 10, 2016 and July 10, 2016. 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 (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 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.

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 for the CITY Program for the period July 1, 2015 through September 30, 2015 shall not exceed forty-eight thousand, three hundred and eighty-three dollars (\$48,383). Unused funds will roll-over to the remaining contract period beginning October 1, 2015.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2015 through June 30, 2016 shall not exceed **two hundred twenty four thousand one hundred and five dollars (\$224,105)**.

**RURAL PROGRAM
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 a nutritious frozen home-delivered main meal Monday through Friday in accordance with California Code of Regulations Title 22 Div. 1.8 Chapter 4, Article 5, Section 7638.5 Nutrition Requirements of Meals.

CONTRACTOR shall provide one (1) home-delivered meal to eligible individuals in North and South Monterey County regions in accordance with 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 must 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. Additional meals are eligible for NSIP funding.

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

Unit of Service Definition:

Title III C-2 meals 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: **20,000**

Benchmark of Title III C-2 Meals to be delivered

by September 30 th	5,000 Units	(25%)
by December 31 st	10,000 Units	(50%)
by March 31 st	15,000 Units	(75%)
by June 30 th	20,000 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 may include demonstrations, audio-visual presentations, or small group discussions for congregate program participants. Handout materials may be used, but not limited to, as the sole education component for home-delivered meal program participants.

Unit of Service Measurement:

1 Session per participant four (4) times per year:

Estimated Service Units to be delivered: 350

125 Rural meal program participants shall receive Nutrition Education four (4) times per year for a total of 350 sessions.

Benchmark of Nutrition Education Services

by September 30 th	88	Unit	(25%)
by December 31 st	175	Units	(50%)
by March 31 st	263	Units	(75%)
by June 30 th	350	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 Rural Program 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, 2015, January 10, 2016, April 10, 2016 and July 10, 2016. 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 (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 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.

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 Title III C - 2 and NSIP for the RURAL Program for the period July 1, 2015 through September 30, 2015 shall not exceed twenty thousand, seven hundred and thirty-six dollars (\$20,736). Unused funds will roll-over to the remaining contract period beginning October 1, 2015.

The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2015 through June 30, 2016 shall not exceed **ninety-six thousand and forty-six dollars (\$96,046)**.

Monterey County AAA Budget Certification Report

Fiscal Year 2015-2016

Title III-C2 Home Delivered Meals

Meals on Wheels of the Salinas Valley - City

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	169,699	42,480
Payroll Taxes	15,813	-
Employee Benefits	23,720	-
Volunteer Reimbursements	1,120	-
Travel / Vol Travel	1,750	-
Conference / Trainings / Meetings	2,870	-
Professional Fees: Acctg/Legal/DP	20,106	-
Equipment Purchase	5,600	-
Equipment Rental / Maintenance	6,230	-
Occupancy	24,452	-
Insurance (Not Vech / Occ)	3,640	-
Utilities / Communications	2,870	-
Postage / Shipping	3,640	-
Printing / Publication	5,600	-
Public Relations / Advertising	3,500	-
Subs / Membership Dues	1,260	-
Supplies	4,270	-
Food / Food Service	201,998	-
Vehicle Operation	3,120	-
Overhead (8% limit)	-	-
Awards / Events	420	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	200	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	501,878	42,480
		544,358

AAA Grant	NSIP Grant	OTO Grant	CashMatch	IKMatch	GRTtotal
144,289	57,186	22,630	229,973	42,480	544,358
Project Income	7,000	IKNonMatch	Required Match		
40,800		-	46,266		

I certify that the amounts displayed are accurate and correct.

Approved by *Veronica Kertovic* Provider Signature
 AAA Fiscal Officer
 Date 1/21/16

Approved by *Betha Bergels*
 AAA Management Analyst
 Date 2/19/16

Revision Date 3/1/16

Monterey County AAA Budget Certification Report

Fiscal Year 2015-2016

Meals on Wheels of the Salinas Valley - Rural

Title III-C2 Home Delivered Meals

ExpCat	Budget Cash	Budget InKind
Salaries / Vol IK	80,249	12,726
Payroll Taxes	7,912	-
Employee Benefits	11,868	-
Volunteer Reimbursements	480	-
Travel / Vol Travel	750	-
Conference / Trainings / Meetings	1,230	-
Professional Fees: Acctg/Legal/DP	8,918	-
Equipment Purchase	2,400	-
Equipment Rental / Maintenance	2,670	-
Occupancy	10,480	-
Insurance (Not Vech / Occ)	1,560	-
Utilities / Communications	1,230	-
Postage / Shipping	1,560	-
Printing / Publication	2,400	-
Public Relations / Advertising	1,500	-
Subs / Membership Dues	540	-
Supplies	1,830	-
Food / Food Service	84,894	-
Vehicle Operation	7,280	-
Overhead (8% limit)	-	-
Awards / Events	180	-
Client Support	-	-
Federal Mental Health	-	-
Low Income Subsidy	-	-
Depreciation	-	-
Nutrition Education	75	-
Bank Service Fees	-	-
Subcontractor	-	-
Miscellaneous	-	-
Expense Totals	230,006	12,726

242,732

AAA Grant	NSIP Grant	OTO Grant	Project Income	CNonMatch	IKNonMatch	CashMatch	IKMatch	GRTotal	Required Match
64,084	22,264	9,698	22,400	13,000	98,560	98,560	12,726	242,732	19,488

I certify that the amounts displayed are accurate and correct.

Approved by Monica Renteria AAA Fiscal Officer Date 1/21/16
 Approved by Bertha Gonzalez AAA Management Analyst Date 2/19/16

Revision Date 2/1/16