

**Memorandum of Understanding
AGREEMENT**

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
*Area Agency on Aging***

and

**HOUSING AUTHORITY
OF THE COUNTY OF MONTEREY (HACM)**

Congregate Senior Lunch Program

AGREEMENT

I. DECLARATION

This Agreement is entered into by and between the County of Monterey, by and through the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter COUNTY)** and **HOUSING AUTHORITY OF THE COUNTY OF MONTEREY (hereinafter HACM)** for the purpose of coordinating Congregate Senior Meal Programs at HACM Senior and/or Disabled Housing Sites Los Ositos in Greenfield, CA and Leo Meyer Senior Plaza in King City, CA. The purpose of this Agreement is to identify the roles and responsibilities of each of the parties.

II. BACKGROUND

The COUNTY recognizes the need to support older adults and especially those that are fragile, low income, disabled, and/or isolated. Providing meal programs including group dining is a core service for the COUNTY and the Area Agency on Aging (AAA) and is only possible through partnerships with other agencies/organizations.

The COUNTY provides funding in support of AAA congregate senior meal programs (group dining). The COUNTY currently contracts with several kitchen services to provide food that meets rigorous standards for the planning of menus, meal preparation and delivery of meals to various congregate meal sites in the County. The COUNTY contracts with **George L. Mee Memorial Hospital (hereinafter Hospital)**, a non-profit corporation, for senior meals in South Monterey County.

HACM was established in 1941 and its mission is "To provide, administer, and encourage quality affordable housing and related services to eligible residents of Monterey County." HACM manages nearly 1,000 rental units for families, seniors, and persons with disabilities throughout Monterey County. Along with their Housing Choice Voucher/Section 8 and Project Based Program, HACM provides affordable housing and related services to thousands of Monterey County residents.

The COUNTY and HACM have worked together to provide the Congregate Senior Nutrition Program to residents of Los Ositos, Leo Meyer Senior Plaza, and the surrounding communities for many years. The program provides nutritious meals, social interactions, and nutritional education for all seniors 60 years of age and older and others that qualify.

The purpose of this Agreement is to identify the responsibilities of each participating agency within the framework of the congregate senior meal program. This Agreement conforms to applicable federal and state laws.

III. TERM

This Agreement is contingent upon available support and shall commence on January 5, 2021 and remain in full force and effect until June 30, 2026. Termination of this Agreement may be initiated by either party by giving ninety (90) day written notice to the other party. Any modifications to this Memorandum shall be agreed to in writing and mutually executed by the parties.

IV. SCOPE OF SERVICES¹

HACM agrees to:

1. Provide use of the Community Rooms at low-income senior and/or disabled housing locations:
 - a. Los Ositos
 - b. Leo Meyer Senior Plaza
 - c. Other locations as mutually agreed to and supported by available AAA funding.
2. Lunch is typically provided five (5) days a week (Monday through Friday), but is subject to change based on holidays and available funding.
3. Allow the general public to participate in the Congregate Senior Nutrition Program by assuring entrance to the Community Rooms.
4. Assure that a current copy of the food services permit through the Monterey County Health Department is posted near the kitchen and is visible to everyone using the facility. (Mee Memorial Hospital is responsible for obtaining the permit.)
5. Comply with all local, state, and federal laws pertaining to building accessibility and safety codes.
6. Staff the Community Rooms to assure entrance and use by food service provider, residents, and eligible members of the general public during the agreed upon time frame of the Congregate Senior Nutrition Program (trained volunteers are acceptable).
7. Staff the Community Rooms to assure that the food service provider has access to the kitchen and other areas and supplies needed to perform food/kitchen services in a manner that assures all local, state, and federal laws pertaining to food safety are followed (trained volunteers are acceptable).
8. Assist with application distribution and application turn in. Completed forms are to be given to the food service provider (Mee Memorial Hospital). Approval of application is required before a person participates in the Program. NOTE: Everyone is invited to join for a meal if they pay a guest fee and follow all other rules.
9. Provide supplies needed to serve meals and assure sanitary clean up. Also, provide a secure cabinet or storage place to keep supplies
10. Accommodate meal inspections performed by a registered dietitian on a quarterly basis (note: surprise inspections are in addition).
11. Accommodate guest speaker provided by the AAA on a regular basis (at least quarterly) to provide nutrition education, food demonstrations, and exercise to participants.

COUNTY agrees to:

12. Provide food provider that will plan menus, prepare meals, deliver meals, and serve meals to the Congregate Senior Nutrition Program participants in the identified Community Rooms.
13. Provide "customer service" training to staff/volunteers.
14. Provide training, if needed, to staff /volunteers on client enrollment paperwork, completion of daily sign-in sheets, collecting/transferring donations/fees/paperwork, and placing reservations with kitchen service.

¹ The COVID-19 pandemic is expected to impact the number of meals served and services will continue to evolve to meet changing protocols. Traditional group dining will shift to meal pick up and/or home delivered meal approaches as needed. Nutrition education including guest speakers will shift to flyers and internet platforms when possible.

15. Provide guest speakers that will visit the Community Rooms on a regular basis (at least quarterly) and engage with participants in a variety of ways to educate on topics that will encourage healthier lifestyles (nutrition, exercise, health issues, disease prevention, etc.).

V. GENERAL PROVISIONS

A. INDEMNIFICATION

HACM shall indemnify, defend, and hold harmless COUNTY, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by HACM and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of COUNTY and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. HACM shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which HACM is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

The COUNTY shall indemnify, defend, and hold harmless HACM, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by COUNTY and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of HACM and/or its officers, agents, employees and subcontractors. COUNTY shall reimburse HACM for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the COUNTY is obligated to indemnify, defend and hold harmless HACM under this Agreement.

B. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting HACM's duty to indemnify, HACM shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Worker's Compensation Insurance: If HACM employs others in the performance of this Agreement, HACM shall maintain Worker's Compensation Insurance in accordance with California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence for employer's liability.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable to COUNTY and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date HACM completes its performance of services under this Agreement. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

Comprehensive General Liability and Business Automobile Liability policies shall provide an endorsement naming the COUNTY of Monterey, its officers, agents, and employees as Additional Insureds, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY, and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by HACM's insurance.

Prior to the execution of this Agreement by COUNTY, HACM shall file Certificates of Insurance with COUNTY's Contract Administrator, showing that HACM has in effect the insurance required by this Agreement. HACM shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy, which would alter the information of the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

In the event HACM is lawfully self-insured in any or all of the required insurance areas referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished by HACM to COUNTY's Contract Administrator prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that COUNTY will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof.

HACM shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

C. CONFIDENTIALITY AND RECORDS

Confidentiality: HACM and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by HACM from access to any such records, and from contact with its clients and complainants, shall be used by HACM

only in connection with its conduct of the program under this Agreement. COUNTY, through the Director of the Department of Social Services, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of COUNTY shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: HACM shall prepare and maintain all reports and records that may be required by federal, state or COUNTY rules and regulations, and shall furnish such reports and records to COUNTY, and to the state and federal governments, upon request.

Retention of Records: HACM shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third-party performing work related to this Agreement) for a period of five (5) years from the date of service. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

D. FISCAL

HACM agrees to provide fiscal responsibility for the use and maintenance of the Community Rooms, and for paid staff at this site.

E. NOTICE

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

Kathleen Murray-Phillips, Contract Manager
Area Agency on Aging
Monterey County Department of Social Services
1000 South Main Street, Suite 301
Salinas, CA 93901
(831) 796-3530

Cecelia Heath, Procurement/Contract Manager
Housing Authority of the County of Monterey (HACM)
123 Rico Street
Salinas, CA 93907
(831) 775-5070

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

BY

Lori A. Medina, DSS Director
Monterey County Department of Social Services

Date

BY

DocuSigned by:
Jose Gomez, Executive Director
7AB494DEFD15349F

Jose Gomez, Executive Director
Housing Authority of the County of Monterey

11/30/2020 | 2:17 PM PST

Date

BY

DocuSigned by:
Darlene Sturgeon, Director of Finance
2F8E8A1FC0486447...

Darlene Sturgeon, Director of Finance
Housing Authority of the County of Monterey

12/1/2020 | 2:56 PM PST

Date

REVIEWED AND APPROVED AS TO FORM:

DocuSigned by:
Anne Breerton, County Counsel
07025F3AA36B4A4...

Monterey County
Deputy County Counsel

12/1/2020 | 4:28 PM PST

Date