

**COUNTY OF MONTEREY**  
Amendment No. 1 to Agreement No. 5010-515  
Meals on Wheels of the Monterey Peninsula

**THIS AMENDMENT No. 1** 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**, the COUNTY and CONTRACTOR entered into an agreement to provide congregate and home delivered meals, nutrition education, and health promotion services to seniors for a term of July 1, 2025 through June 30, 2026 with a total contract amount of \$916,052 (hereinafter, "Original Agreement").

**WHEREAS**, the parties wish to amend the agreement via Amendment No. 1 by **adding \$36,251** in Title III C-1 Nutrition Services Incentive Program (NSIP) funding and **\$52,282** in Title III C-2 NSIP funding for a **new contract total of \$1,004,585** with no change to the contract term.

**AGREEMENT**

**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

This 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 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows:  
"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."
2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows:  
"County shall pay 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 **\$1,004,585**."
3. **Exhibit AA, Section A "TOTAL FUNDING"** is hereby amended to the following: **\$1,004,585**
4. **Exhibit AA, Section D "CONTRACT AWARD INFORMATION"** is hereby amended to the following:  
"Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04**" and  
"CFDA Pass-through Information and Dollar Amount:  
1. 93.053 (NSIP C-1) **\$36,251**  
2. 93.053 (NSIP C-2) **\$52,282**"
5. **Exhibit AA, Section G "SERVICES TO BE PROVIDED BY CONTRACTOR"** shall be amended with the following:  
"CONTRACTOR shall provide the services outlined in **Exhibits AA, AA-1, AA-2 and AA-3**."
6. **Exhibit AA, Section K "AUDIT PROVISIONS"** shall be amended with the following:  
"CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. 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, AA-2 and AA-3.**”

7. **Exhibit AA**, Section N “**INVOICE/PAYMENT PROVISIONS**” shall be amended with the following:  
“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, AA-2 and AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting.”
8. **Exhibit AA**, Section N “**INVOICE/PAYMENT PROVISIONS**” shall be amended with the following:  
“COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I.”
9. **Exhibit AA**, Section O “**PAYMENT SUMMARY**” reflects an increase of **\$36,251** to the **NSIP C-1** funding type and increase of **\$52,282** to the **NSIP C-2** funding type in the table on page 7.
10. **Exhibit AA**, Section O “**PAYMENT SUMMARY**” shall be amended with the following:  
“The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars (\$510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars (\$475,560)**.” and

“The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars (\$1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04.**” and

*“(End of Exhibit AA)”*

11. **Exhibit AA-1**, reflects changes to the performance benchmarks and funding rescinded.
12. **Exhibit AA-2**, reflects changes to the performance benchmarks and funding rescinded.
13. **Exhibit AA-3**, reflects changes to the performance benchmarks and funding rescinded.
14. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA, Exhibit AA-1, Exhibit AA-2, Exhibit AA-3, Exhibit CC-1 and Exhibit CC-2.**
15. **Exhibit CC-1** replaces Exhibit C-1 and reflects the addition of **\$36,251** for a **new total of \$510,209.**

16. **Exhibit CC-2** replaces Exhibit C-2 and reflects the addition of **\$52,282** for a **new total of \$475,560**.
17. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
18. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

*[signature page follows]*

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

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

Meals on Wheels of the Monterey Peninsula

By: <sup>DocuSigned by:</sup>  
*Roderick Franks*  
3C0BEC8E255F451...  
DSS Director or Designee

By: <sup>Signed by:</sup>  
*Rory Coetzee*  
D8C2A0984186426...  
(Chair, President, Vice-President)

Date: 11/5/2025 | 11:51 AM PST

Rory S. Coetzee  
(Print Name & Title)

**Approved as to Form**

Date: 11/4/2025 | 11:14 AM PST

By: <sup>DocuSigned by:</sup>  
*Anne Brenton*  
A46091E5DE63489...  
Deputy County Counsel

By: <sup>Signed by:</sup>  
*Debbie Winick*  
C0D899ED6688413...  
(Secretary, CFO, Treasurer)

Date: 11/5/2025 | 10:02 AM PST

Debbie Winick  
(Print Name and Title)

**Approved as to Fiscal Provisions**

Date: 11/4/2025 | 4:50 PM PST

By: <sup>DocuSigned by:</sup>  
*Patricia Ruiz*  
E79EF64E57454F6...  
Auditor Controller's Office

Date: 11/5/2025 | 11:00 AM PST

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**MEALS ON WHEELS OF THE MONTEREY PENINSULA**

- A. TOTAL FUNDING:** **\$1,004,585**
- B. CONTRACT TERM:** July 1, 2025 – June 30, 2026
- C. CONTACT INFORMATION:**  
 County Contract Monitor: Marleen Bush, Community Affiliation Manager  
 Area Agency on Aging (AAA)  
 Department of Social Services (DSS),  
 Aging and Adult Services Branch (AAS)  
 730 La Guardia Street  
 Salinas, CA 93905  
 (831) 796-3342  
[bushml@countyofmonterey.gov](mailto:bushml@countyofmonterey.gov)  
  
 Contractor Information &  
 Disaster Preparedness Coordinator: Christine Winge, Executive Director  
 (831) 375-4454 ext. 112  
[cwinge@mowmp.org](mailto:cwinge@mowmp.org)  
  
 Location of Services: Meals on Wheels of the Monterey Peninsula  
 700 Jewel Avenue  
 Pacific Grove, CA 93950  
 (831) 375-4454, Fax (831) 375-9887

<b>Senior Nutrition Program – Congregate Meals Dining Sites:</b>		
<b>Meals on Wheels Community Center</b> M-F at 12:00 p.m. 700 Jewel Avenue Pacific Grove, CA 93950 (831) 375-4454	<b>Monterey Senior Center</b> T, W, TH, F at 11:30 am 280 Dickman Avenue Monterey, CA 93940 (831) 646-3878	<b>Los Abuelitos Senior Apartments (CHISPA)</b> M-F at 11:45 528 E Market Street Salinas, CA 93905 (831) 757-1283
<b>Oldemeyer Center</b> M-F at 11:30 a.m. 986 Hilby Avenue Seaside, CA 93955 (831) 899-6339	<b>Junsay Oaks Senior Apartments (CHISPA)</b> M-F approx. 12:00 pm 3098 De Forest Road Marina, CA 93933 (831) 757-6251	<b>Firehouse Community Center</b> M-F, 11:30 am 1330 E. Alisal Street Salinas, CA 93905 (831) 775-4286
<b>Sherwood Village (CHISPA)</b> M-F approx. 12:00 pm 808 North Main Street Salinas, CA 93906 (831) 783-1485	<b>Marina Manor Senior Housing (CHISPA)</b> M-F, 11am-1pm 3082 Sunset Ave., Marina, CA 93933 (831) 384-6087	<b>El Estero Senior Housing (CHISPA)</b> M-F, 10am-Noon 151 Park Ave, Monterey, CA 93940 (831) 655-0924
<b>YMCA Salinas, M-F, 11:30, 117 Clay Street, Salinas, CA 93901, (831) 758-3811</b>		

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### D. **CONTRACT AWARD INFORMATION:**

CONTRACTOR UEI Number: N8TXNJ8SBTT7

Date County Awarded Funding: 7/1/2025

Sub-award: State of California Department of Aging (CDA)

Federal Award Identification Number (FAIN): AAA-2526-32-03 **and AAA-2526-32-04**

CFDA and Dollar Amounts:

D.1 93.045 (Title III C-1, Congregate) \$473,958

D.2 93.045 (Title III C-2, Home Delivered) \$423,278

D.3 93.053 (NSIP C-1) **\$36,251**

D.4 93.053 (NSIP C-2) **\$52,282**

D.5 93.043 (Title III D, Health Promotion) \$18,816

Federal Award Description:

D.6 Title III, Part C – Nutrition Services

D.7 Nutrition Services Incentive Program (NSIP)

D.8 Title III, Part D – Disease Prevention and Health Promotion Services

Research and Development: No

Indirect Cost Rate: 10%

### E. **BACKGROUND:**

For over 20 years, the Area Agency on Aging (AAA) has contracted with Meals on Wheels of the Monterey Peninsula (MOWMP) to deliver essential services that support older adults and individuals with disabilities, ensuring that participants have access to a range of critical programs tailored to their needs. As part of this agreement, these programs include Congregate Meals, Home-Delivered Meals, and comprehensive Disease Prevention and Health Promotion Services. These programs are designed to enhance individuals' well-being, promote independence, and improve the overall quality of life for those in need by providing nutritious meals, social engagement opportunities, and valuable health and wellness resources.

### F. **COMPLIANCE REQUIREMENTS:**

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

F.1 Clean Air Act, as amended. [42 USC § 7401]

F.2 Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]

F.3 Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

F.4 State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)

F.5 Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)

F.6 Occupational Safety and Health Administration applicable regulations [OSHA Act].

AAA Service Provider's Handbook: In addition, there are local requirements of the County of Monterey Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook, electronic version available upon request.

California Department of Aging (CDA) Program Guide: A Program Guide (or "Guide") has been created and is intended for use by CDA and the COUNTY and CONTRACTOR as a reference tool for the provision of Older Californians Act (OCA) and Older Americans Act

## SCOPE OF SERVICES/PAYMENT PROVISIONS

(OAA) programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.

The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

The Program Guide is maintained, updated, and revised by CDA. Updates are made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.

The official copy of the Program Guide shall be kept and maintained on CDA's webpage found here:

[https://aging.ca.gov/Providers\\_and\\_Partners/Area\\_Agencies\\_on\\_Aging/Memorandums\\_of\\_Understanding/](https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Memorandums_of_Understanding/)

### **G. SERVICES TO BE PROVIDED BY CONTRACTOR:**

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

Services shall be provided at the following locations, at a minimum:

- G.1 Title III C-1 Congregate & NSIP: Board of Supervisors, Districts 1, 4 & 5
- G.2 Title III C-2 Home Delivered & NSIP: Board of Supervisors, Districts 4 & 5

### **H. AGING AND DISABILITY RESOURCE CONNECTION (ADRC):**

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) no wrong door service delivery model, by joining the ADRC network, participating in meetings, referring, and sharing information to break down silos between programs and services for older adults, adults with disabilities, and their families.

- H.1 Joining the ADRC network as a partner agency,
- H.2 Participating in bi-monthly ADRC meetings,
- H.3 Referring individuals to ADRC partner agencies,
- H.4 Connecting individuals with other services through a warm hand-off when possible, and
- H.5 Sharing information about your agency's services with ADRC partners.

### **I. TARGETING POLICY:**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

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 economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Title 45 CFR Section 1321.3 “Definitions.”

- “Greatest economic need” means the need resulting from an income level at or below the Federal poverty threshold and as further defined by State and area plans based on local and individual factors, including geography and expenses.
- “Greatest social need” includes any of the following noneconomic factors: physical or mental disability, language barriers, and cultural, social, or geographical isolation due to, among other things, racial or ethnic status, Native American identity, religious affiliation, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, gender expression, chronic conditions, housing instability, food insecurity, lack of access to water, lack of transportation, and interpersonal safety concerns. Including any other status that restricts the ability of an individual to perform normal or routine daily tasks, threatens the capacity of the individual to live independently, or any other needs as further defined by area plans based on local factors.

Particular attention is required to serve older individuals that are:

- Low-income minorities
- Native Americans
- Residents in rural areas
- Limited English-Proficient (LEP) speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer’s disease or related dementias
- Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex (LGBTQI+) persons
- Persons living with human immunodeficiency virus (HIV) or Acquired Immunodeficiency Syndrome (AIDS) or other chronic conditions.

### CONGREGATE MEALS:

I.1 Individuals eligible to receive a meal at a congregate nutrition site are:

- I.1.1 Any older individual.
- I.1.2 The spouse of any older individual.
- I.1.3 A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
- I.1.4 A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- I.1.5 A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

### HOME DELIVERED MEALS:

I.2 Individuals eligible to receive a home-delivered meal are individuals who are:

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- I.2.1 Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
- I.2.2 A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- I.2.3 An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

### J. GETCARE LICENSES:

COUNTY will pay for one (1) GetCare license each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail [bushml@countyofmonterey.gov](mailto:bushml@countyofmonterey.gov). Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

### K. AUDIT PROVISIONS:

CONTRACTOR is required to provide an audit as per the terms in **Exhibit G**. 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, AA-2 and AA-3**.

### L. EQUIPMENT:

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000. Property with per unit cost of \$5,000 or more, all computing devices regardless of cost including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) 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.

- L.1 Less than \$3,000 – One quote minimum is required.
- L.2 More than \$3,000 but less than \$15,000 – A minimum of two quotes is required.
- L.3 Greater than \$15,000 but less than \$50,000 – Three quotes are required.

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.

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

## SCOPE OF SERVICES/PAYMENT PROVISIONS

Equipment must be received by June 30, 2026 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**).

### **M. 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;
- 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 a 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, 2026.

### **N. 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, AA-2 and AA-3**, Section A, Services to be Provided, and Section B, Performance Reporting.

Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BB**, Section I. PAYMENT BY COUNTY and 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 10, 2026.

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by May 31, 2026; however, services will continue through June 30, 2026 with other program funding and will be recorded as Cash Match.

**Exhibit D-2**, Annual Closeout Summary, shall be submitted by CONTRACTOR to County no later than July 10, 2026.

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

**O. PAYMENT SUMMARY:**

<i>Funding Type</i>	<i>Fiscal Year 2025-26 TOTALS</i>
Title III C-1, Congregate	\$473,958
NSIP C-1	<b>\$36,251</b>
SUB-TOTAL	<b>\$510,209</b>
Title III C-2, Home Delivered	\$423,278
NSIP C-2	<b>\$52,282</b>
SUB-TOTAL	<b>\$475,560</b>
Title III D, Health Promotion	\$18,816
TOTAL:	<b>\$1,004,585</b>

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III, C-1/NSIP is **five hundred ten thousand, two hundred and nine dollars (\$510,209)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III C-2/NSIP is **four hundred seventy-five thousand, five hundred and sixty dollars (\$475,560)**.

The total amount payable by County to Contractor under this Agreement for the period July 1, 2025 – June 30, 2026 for Title III D, Health Promotion, is **eighteen thousand, eight hundred and sixteen dollars (\$18,816)**.

The total maximum amount payable by County to Contractor under this Agreement for the period July 1, 2025 - June 30, 2026 shall not exceed **one million, four thousand, five hundred eighty-five dollars (\$1,004,585)**.

This Agreement is funded by the California Department of Aging (CDA) **Agreements #AAA-2526-32-03 and AAA-2526-32-04**. The terms and conditions of the CDA Agreement is incorporated herein by reference, and on file with County’s Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

*(End of Exhibit AA)*

## SCOPE OF SERVICES/PAYMENT PROVISIONS

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

#### A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious hot lunches at the Elderly Nutrition Program Dining Centers listed in **Exhibit AA** 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:

- Submit a minimum of a 4-week menu to the AAA Registered Dietitian (RD) for approval at least two weeks in advance of service.
- Food substitutions to meals originally planned must also be approved by the AAA RD in advance.
- 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. An example of the Quarterly Monitoring Visit Report used by the AAA RD shall be in the form set forth in **Exhibit D-5**.

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.

CONTRACTOR shall assure that costs associated with ServSafe Certification and any necessary permits that may be required by the County Health Department is reimbursed to CHISPA in an amount not to exceed an annual cost of two thousand dollars (\$2,000.00). The

## SCOPE OF SERVICES/PAYMENT PROVISIONS

County Health Department is responsible for conducting annual monitoring inspections at congregate meal and kitchen sites to verify and ensure food safety standards are met, ServSafe Certification are completed, and permits are current.

### A.1 Service:

Title III C-1 Congregate Meals and Title III C-1 Nutrition Services Incentive Program (NSIP)

#### 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.

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.

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

#### Unit of Service Measurement:

1 Meal

Estimated Service Units to be provided/Title III C-1 & NSIP: **42,360**

#### Benchmark for Title C-1 & NSIP Meals to be served:

by September 30th:	<b>10,590</b>	Units (25%)
by December 31st:	<b>21,180</b>	Units (50%)
by March 31st:	<b>31,770</b>	Units (75%)
by June 30th:	<b>42,360</b>	Units (100%)

## B. 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 unduplicated client counts including profile information such as name, birthdate, zip code, Veteran status, etc., and the quantity and type of services provided. Nutrition Education is not a registered service but does require client estimate information.

A Title III C-1 meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and state/local laws is considered a non-registered service. As a result, only unduplicated client counts and service data need to be entered.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall provide a quarterly narrative report to County describing the progress of services by October 10, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. 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.

### C. 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.

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## SCOPE OF SERVICES/PAYMENT PROVISIONS

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

**A. 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.

**Eligibility and Prioritization:**

- **Eligibility:** Clients receiving C-2 To-Go meals meet eligibility requirements for the C-2 program as per the CDA AP 22-23 Contract, **Exhibit AA**, Article I.A.5.b.i.: Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. The term "otherwise isolated" may be interpreted as isolation related to not being comfortable with dining in a group setting.
- **Prioritization:** Providers unable to serve all clients eligible for the C-2 program must have a wait list and a prioritization policy as per California Code of Regulations (CCR) 7638.3(c).

**Initial Reassessments:** CONTRACTOR shall conduct initial assessments for clients within 2 weeks of the start of service, in accordance with CCR 7638.3(a)(2). This requirement for initial assessments to be conducted "in the home" does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

**Quarterly Reassessments:** CONTRACTOR shall conduct quarterly eligibility reassessments, including clients receiving To-Go meals, in accordance with CCR 7638.3(a)(4). This requirement for quarterly eligibility reassessments to be conducted "in the home" every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### A.1 Service:

Title III C-2 Home-delivered meal (HDM) and Title III C-2 Nutrition Services Incentive Program (NSIP)

#### Unit of Service Definition:

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 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. Note: NSIP funds are an enhancement to the HDM funds.

#### Unit of Service Measurement:

1 Meal

Estimated Service Units to be delivered: Title III C-2 & NSIP: **67,400** Meals

#### Benchmark of Title III C-2 & NSIP Meals to be delivered:

by September 30th :	<b>16,850</b> Units (25%)
by December 31st:	<b>33,700</b> Units (50%)
by March 31st:	<b>50,550</b> Units (75%)
by June 30th:	<b>67,400</b> Units (100%)

### A.2 Service:

Nutrition Education (Non-Registered)

#### Unit of Service Definition:

An intervention targeting Older Americans Act (OAA) participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans (DGA); accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

Methods of education for home-delivered meal program participants are typically limited to handout materials. However, other formats may be explored including verbal communication during well-check calls to help address social

## SCOPE OF SERVICES/PAYMENT PROVISIONS

isolation among participants. Additional delivery methods may include video, audio, and online distribution of information.

Unit of Service Measurement:

1 Session, home delivered meal program participants shall receive Nutrition Education four (4) times per year.

Estimated Service Units to be delivered: 4 Sessions

### **B. 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 unduplicated client counts and profile information such as name, birthdate, zip code, Veteran status, Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs), 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, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. 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.

### **C. 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

**TITLE III D (CFDA #93.043)  
HEALTH PROMOTION  
SCOPE OF SERVICES**

**A. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide evidence-based Health Promotion Services at Meals on Wheels Community 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.

A.1 Service:  
Health Promotion

Unit of Service Definition:

Provide activities related to the prevention and mitigation of the effects of chronic disease (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), alcohol and substance abuse reduction, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. Activities must meet the Administration for Community Living (ACL)/US Administration on Aging definition for an evidence-based program. Activities that meet ACL/ US Administration on Aging definition for an evidence-based program or are considered an "evidence-based" program by an operation division of the U.S. Department of Health and Human Services and shown to be effective an appropriate for older adults are funding through Title III-D. **Example: A program with two meetings per week for six weeks = 12 sessions.** A list of Evidence-Based programs can be found on the National Council on Aging website located here: <https://www.ncoa.org/evidence-based-programs>.

Unit Measure:  
1 Contact

Estimated Service Units to be delivered: **200 Sessions**

Benchmark of Service Units:  
by September 30th: **50** Units (25%)  
by December 31st: **100** Units (50%)  
by March 31st: **150** Units (75%)  
by June 30th: **200** Units (100%)

A.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

## SCOPE OF SERVICES/PAYMENT PROVISIONS

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 and Fall Prevention:

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.

### **B. 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, 2025, January 10, 2026, April 10, 2026 and July 10, 2026. 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.

### **C. 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.

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**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D-1**.

**1.02 Final Invoice; forfeiture for late invoice:** CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.03 Allowable Costs:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2, and Exhibit C-3**. Only the costs listed in **Exhibits CC-1, Exhibit CC-2, and Exhibit C-3** 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.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibits CC-1, Exhibit CC-2, and Exhibit C-3**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov/tax-professionals/standard-mileage-rates](http://www.irs.gov/tax-professionals/standard-mileage-rates).

**1.04 Cost Control:** CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

**1.05 Payment in Full:**

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

**1.06 Disputed payment amount:** If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

## II. PERFORMANCE STANDARDS & COMPLIANCE

**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, Exhibit AA-1, Exhibit AA-2 and Exhibit AA-3**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA, Exhibit AA-1, Exhibit AA-2 and Exhibit AA-3**, 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.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

**2.06 Training for Staff:** CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

**2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

**2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) 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 CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

#### IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

**4.01 Discrimination Defined:** The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

**4.02 Application of Monterey COUNTY Code Chapter 2.80:** The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

**4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

**EXHIBIT BB**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

**4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

**4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

**4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

**4.08 Access to records by government agencies:** CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

**4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## V. ADDITIONAL REQUIREMENTS

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

**EXHIBIT BB**

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

**VI. CONTRACT ADMINISTRATORS**

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Christine Winge** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

**6.02 Contract Administrator – COUNTY:** COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

**VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING**

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

**VIII. APPEAL PROCESS**

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

**EXHIBIT BB**

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

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

**NUTRITION SERVICES BUDGET**

**BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026**

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 #**

<b>Check one:</b> Title III C-1	<b>X</b>	93.045
Title III C-2		93.045
NSIP	<b>X</b>	93.053

**Budget Version**

<b>Check one:</b> Original		
Revision	<b>X</b>	7/1/2025

**If agency is applying for more than one funding source, multiple budgets are required.**

**Certification:**

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

\_\_\_\_\_  
Preparer's Signature / Date

**Kay Smith** 831-375-4454

\_\_\_\_\_  
Preparer's Name (Printed) and Telephone number

\_\_\_\_\_  
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: <u>Araceli Madrid 10/20/25</u>
Reviewed for Allowable Costs	Budget Approved by Program: _____
Indirect Cost limit 10%	Get-Care Updated by Vendor: _____
Required Match of 10.53%	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: <u>3/26/25 Aracel Madrid</u>



**SECTION B:**

**SCHEDULE OF PERSONNEL COSTS**

No.	Paid Staff Positions	Annual Salary	% on Prgm	Program Cost
				\$ -
1	All Kitchen Staff	\$674,000.00	12.0%	\$ 80,880
1	Controller	\$124,000.00	10.0%	\$ 12,400
1	Cong Coord	\$25,000.00	60.0%	\$ 15,000
1	Development Staff	\$440,000.00	15.0%	\$ 66,000
1	Meal Delivery Drivers	\$158,000.00	30.0%	\$ 47,400
1	Operations Staff	\$238,000.00	30.0%	\$ 71,400
1	Bookkeeper	\$76,000.00	15.0%	\$ 11,400
1	Concierge	\$55,000.00	30.0%	\$ 16,500
1	Custodian	\$44,000.00	20.0%	\$ 8,800
				\$ -
				\$ -
				\$ -
				\$ -
	<b>Total Salaries</b>	\$ 1,834,000		\$ 329,780
	Payroll Taxes- ERE			\$ 25,000
	Employee Benefits- ERE			\$ 26,000
	<b>Total Paid Staff</b>			\$ 380,780

No.	In-Kind: Donated Services	Hourly Wage	Hrs on Prgm	Program Cost
	Cong Kitchen Volunteers	\$33.49	600.0	\$ 20,094
	<b>Volunteer Servers</b>	\$33.49	300	\$ 10,047
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	<b>Total In-Kind Staff</b>			\$ 30,141

	<b>Total Personnel Costs</b>			\$ 410,921
--	------------------------------	--	--	------------

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2, columns 2 and 3.

**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	(+)	16,944	Section E, autofill
11 NSIP	(+)	36,251	Contract Amount
12 Contributions - Non Matching	(+)	-	Section F, autofill
13 Contributions - Matching	(+)	99,768	Section G, autofill
14 Federal OTO/consulting	(+)	-	Contract Amount
15 AAA Grant Funds	(+)	473,958	Contract Amount
16 Total Funding	(=)	\$ 626,921	autofill

**SECTION D -- Funding by Source (Home Delivered, C-2)**

17 Program Income	(+)	-	Section E, autofill
18 NSIP	(+)	-	Contract Amount
19 Contributions - Non Matching	(+)	-	Section F, autofill
20 Contributions - Matching	(+)	-	Section G, autofill
21 Federal OTO/consulting	(+)	-	Contract Amount
22 AAA Grant Funds	(+)	-	Contract Amount
23 Total Funding	(=)	\$ -	autofill

**SECTION E - PROGRAM INCOME**

Program Income Definitor

Program Income is defined as earnings by a service provider realized from grant supported activities.

		<b>Congregate (C-1)</b>	<b>Home Delivered (C-2)</b>
24 Number of NSIP Meals Contracted		42,360	-
25 Donation per Meal	(x)	\$ 0.40	-
26 Program Income	(=)	\$ 16,944.00	\$ -
		<b>Autofill to Line 10</b>	<b>Autofill to Line 17</b>
27 Number of NSIP-eligible Meals-		42,360	-
28 Number of TIII Qualifying Meals-		42,360	-

*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."

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

**SECTION F Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				\$ -
Government Agencies:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ -	\$ -	\$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

**SECTION G Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		69,627	30,141	\$ 99,768
Government Agencies:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ 69,627	\$ 30,141	\$ 99,768

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

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding less Program Income, less non-matching funds, less NSIP funds** and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
<b><u>Congregate Meal Program</u></b>									
Original Amount	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
Fund Increase		0	0	0	0	0	0	0	0
10.53%	626,921	36,251	0	0	473,958	16,944	69,627	30,141	60,413
									<b>Test</b>
<b>Required Match (Original)</b>	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK
<b>Required Match (Amended)</b>	626,921	36,251	0	0	473,958	16,944	69,627	30,141	match OK

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

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

NUTRITION SERVICES BUDGET

BUDGET PERIOD: JULY 1, 2025 - JUNE 30, 2026

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

Address of Agency: 700 Jewell Ave.

Pacific Grove CA 93950

Project Name: Home Delivered Meals

Funding Source and Federal Catalog #

Check one: Title III C-1		93.045
Title III C-2	X	93.045
NSIP	X	93.053

Budget Version

Check one: Original		
Revision	X	7/1/2025

If agency is applying for more than one funding source, multiple budgets are required.

Certification:

I hereby certify to the best of my knowledge and belief that the Budget reflects the necessary, reasonable and allowable costs to attain the objectives and goals of this project. I further certify that the amounts displayed are accurate and correct.

Preparer's Signature / Date

Kay Smith 831-375-4454  
Preparer's Name (Printed) and Telephone number

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: <u>Araceli Madrid 10/20/25</u>
Reviewed for Allowable Costs	Budget Approved by Program: _____
Indirect Cost limit 10%	Get-Care Updated by Vendor: _____
Required Match of 10.53%	Get-Care Verified by Fiscal Officer: _____
	Budget Template Last Updated: <u>3/26/25 Araceli Madrid</u>







**SECTION F Schedule of Contributions - Non Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions				\$ -
Government Agencies:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ -	\$ -	\$ -

Note: Under "**Government Agencies**" please list the agency providing funding and what type of funds were received. (i.e. Government Agencies: City of Seaside, CDBG; list amount in "Cash".)

Cash total should not include Federal Older American's Act Funds. Total of both Cash and In-Kind funds should equal Section C and D.

**SECTION G Schedule of Contributions - Matching**

Source of Contributions		Cash	In-Kind	Total
Donations and Contributions (Exclude Project Income)		111,474	276,293	\$ 387,767
Government Agencies:	A			\$ -
Government Agencies:	B			\$ -
Government Agencies:	C			\$ -
Government Agencies:	D			\$ -
Government Agencies:	E			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>Totals:</b>		\$ 111,474	\$ 276,293	\$ 387,767

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

Program income cannot count toward satisfying a cost-sharing or matching requirement of the Title III C sub-grant, supporting the activity giving rise to the income.

There is a 10.53% minimum matching requirement on Title III C funds. To compute amount of match required, take the **Total Funding** less Program Income, less non-matching funds, less NSIP funds and multiply by the minimum % matching requirement above.

Match may be met by Cash or In-Kind contributions.

See related California Department of Aging matching guidelines.

Match Req. %	GR total	NSIP	Cash non-match	IK non-match	AAA Claim	Program Income	Cash Match	IK Match	Req. Match
<b><i>Home Delivered Meals</i></b>									
Original Amount	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
Fund Increase		0	0	0	0	0	0	0	0
10.53%	920,617	52,282	0	0	423,278	57,290	111,474	276,293	85,403
									<b>Test</b>
<b>Required Match (Original)</b>	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK
<b>Required Match (Amended)</b>	920,617	52,282	0	0	423,278	57,290	111,474	276,293	match OK

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