

COUNTY OF MONTEREY
Renewal & Amendment No. 1 to Agreement No. 5010-470
Meals on Wheels of the Salinas Valley

THIS RENEWAL AND AMENDMENT No. 1 to the Agreement (“Agreement #A-17190”) 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 Salinas Valley (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement to provide home delivered meals and nutrition education services to seniors in the Salinas, North and South Monterey County for a term of January 7, 2025 through June 30, 2026 with a total contract amount of \$102,298 (hereinafter, "Original Agreement").

WHEREAS, on June 30, 2026, the Agreement #A-17190 expired by its terms; and

WHEREAS, the parties wish to Renew and Amend Agreement #A-17190 retroactive to January 30, 2026 through March 31, 2029, for an aggregate term of January 7, 2025 through March 31, 2029; and

WHEREAS, this Renewal and Amendment No. 1 is necessary due to County’s continued need for CONTRACTORS’s services; and

WHEREAS, the parties wish to **add \$185,112** for an aggregate not exceed the amount of **\$287,410**.

AGREEMENT

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

1. This Agreement #A-17190 is hereby renewed retroactive to June 30, 2025 through March 31, 2029, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.
2. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is hereby renewed and 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.”
3. **Section 2.0, “PAYMENT PROVISIONS”** is hereby renewed and amended as follows: “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in the Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$287,410**”.
4. **Section 3.0, “TERM OF AGREEMENT”** is hereby renewed and amended as follows: “The term of this Agreement is from January 7, 2025 to **March 31, 2029**, unless sooner terminated pursuant to the terms of this Agreement.
5. **Exhibit AA**, the term end date is hereby renewed and amended to the following: “MEALS ON WHEELS OF THE SALINAS VALLEY JANUARY 7, 2025 - **MARCH 31, 2029**”

6. **Exhibit AA**, Section III **“SUBAWARD INFORMATION”** is hereby renewed and amended to the following:
“CFDA Pass-through Information and Dollar Amount:
State of California, Department of Aging
Modernizing Older Californians Act Nutrition Program
Title III C-2, Home Delivered Nutrition Services - **\$287,410”**
7. **Exhibit AA**, Section IV **“COMPLIANCE REQUIREMENTS”** is hereby renewed and amended to the following:
“This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws, **regulations and requirements, including but not limited to the following:**”
8. **Exhibit AA**, Section IV **“COMPLIANCE REQUIREMENTS”** is hereby renewed and amended to the following:
“7. California Department of Aging (CDA) Program Guide:

The CDA Program 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 (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/

8. AAA Service Provider’s Handbook:

CONTRACTOR shall comply with the policies and procedures established by the County of Monterey AAA as outlined in the AAA Service Providers’ Handbook. The Handbook establishes local requirements and operational procedures applicable to all AAA funded service providers. An electronic version of the Handbook is available upon request and is incorporated into this Agreement by reference.

9. Copyrights:

Materials developed with funding from the CDA may be subject to copyright; however, the State reserves the right to copyright such materials. The COUNTY or CONTRACTOR shall not copyright materials funded by CDA unless prior written approval is obtained from the Director of CDA through the COUNTY. If approval is granted, the State retains a royalty-free, non-exclusive, and irrevocable license to

reproduce, prepare derivative works, publish, distribute, and otherwise use the materials, in whole or in part, and to authorize others to do so, provided appropriate credit is given to the author. The COUNTY and CONTRACTOR shall maintain appropriate systems and internal controls to ensure that State funds are not used in violation of applicable copyright laws, including the acquisition, operation, or maintenance of computer software.

10. Records Retention:

The CONTRACTOR shall maintain complete and accurate records related to the performance of this Agreement, including financial, contractual, and program records; client or participant records; and electronic files documenting activities and expenditures under this Agreement. All records shall be available for inspection, review, and audit by the State, the COUNTY, or their authorized representatives during normal business hours.

The COUNTY and CONTRACTOR shall retain all records, including confidential records, for at least five (5) years following issuance of the final closeout report or completion of any audit, unless a longer retention period is required by law, this Agreement, or by the CDA.”

9. **Exhibit AA, Section IX “AUDIT PROVISIONS”** shall be renewed and amended with the following:
 “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 and AA-1.**”
10. **Exhibit AA, Section X “EQUIPMENT”** shall be renewed and amended with the following:
 “**Exhibit D-3**, Equipment Acquisition Report, shall accompany CONTRACTOR’s invoice to COUNTY as appropriate. Equipment must be received by **June 30, 2025 for FY 2024-25, June 30, 2026 for FY 2025-26, June 30, 2027 for FY 2026-27, June 30, 2028 for FY 2027-28, and March 31, 2029 for FYs 2028-29** for expenses to be claimed against this Agreement.”
11. **Exhibit AA, Section XI “PROGRAM INCOME”** shall be renewed and amended with the following: “All Program Income must be received within the contract term and must be spent by the end of the fiscal year, as follows: **June 30, 2025 for FY 2024-25, June 30, 2026 for FY 2025-26, June 30, 2027 for FY 2026-27, June 30, 2028 for FY 2027-28, and March 31, 2029 for FYs 2028-29.**”
12. **Exhibit AA, Section XII “INVOICE/PAYMENT PROVISIONS”** shall be renewed and 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 and AA-1**, Section I, Services to be Provided, and Section II, Performance Reporting.”

 “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 July 10, 2025 for FY 2024-25, July 10, 2026 for FY 2025-26, **July 10, 2027 for FY 2026-27, July 10, 2028 for FY 2027-28, and April 10, 2029 for FY 2028-29.**”

“Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2025 for FY 2024-25, July 10, 2026 for FY 2025-26, July 10, 2027 for FY 2026-27, July 10, 2028 for FY 2027-28, and April 10, 2029 for FY 2028-29.”

13. **Exhibit AA, Section XIII “PAYMENT SUMMARY”** reflects an increase of **\$185,112** to the Title III C-2, Home Delivered funding type, resulting in a total allocation of **\$287,410** in the table on page 7.

14. **Exhibit AA, Section XIII “PAYMENT SUMMARY”** shall be renewed and amended with the following:

The total amount payable by County to CONTRACTOR for the period July 1, 2026 through June 30, 2027 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2027 – June 30, 2028).

The total amount payable by County to CONTRACTOR for the period July 1, 2027 through June 30, 2028 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2028 – June 30, 2029).

The total amount payable by County to CONTRACTOR for the period July 1, 2028 through March 31, 2029 for Modernizing Older California Act Title III C-2 services shall not exceed forty-six thousand two hundred seventy-eight dollars (\$46,278).

The maximum amount payable by County to CONTRACTOR for the period January 7, 2025 through **March 31, 2029** for Modernizing Older California Act Title III C-2 services shall not exceed **two hundred eighty-seven thousand, four hundred ten dollars (\$287,410).**”

15. **Exhibit AA-1**, reflects changes to the performance benchmarks and funding increased.
16. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit AA-1, Exhibit C-3, Exhibit C-4, and Exhibit C-5.**
17. **Exhibit C-3, Exhibit C-4, and Exhibit C-5** provide the budget details for the changes on funding categories and allocated amounts for FY 2026-27, FY 2027-28 and FY 2028-29.
18. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Renewal and Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
19. A copy of this Renewal and Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

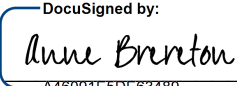
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: _____
DSS Director or Designee

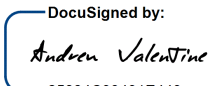
Date: _____

Approved as to Form

By:  _____
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Deputy County Counsel

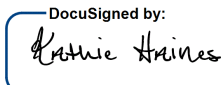
Date: 7/10/2026 | 11:27 AM PDT

Approved as to Fiscal Provisions

By:  _____
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Auditor Controller's Office

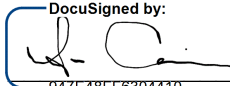
Date: 7/10/2026 | 2:41 PM PDT

CONTRACTOR:

By:  _____
09D3879C2A00415...
(Chair, President, Vice-President)

Kathie Haines, Board President
(Print Name & Title)

Date: 7/9/2026 | 5:02 PM PDT

By:  _____
947E48FF6304410...
(Secretary, CFO, Treasurer)

Arnold Chavez, Board Secretary
(Print Name and Title)

Date: 7/9/2026 | 5:05 PM PDT

EXHIBIT AA

**SCOPE OF SERVICES/PAYMENT PROVISIONS
MODERNIZING OLDER CALIFORNIANS ACT – NUTRITION SERVICES**

**MEALS ON WHEELS OF THE SALINAS VALLEY
JANUARY 7, 2025 - MARCH 31, 2029**

I. CONTACT INFORMATION

Contact Person &
Disaster Preparedness
Coordinator:

Regina Gage
Executive Director
ReginaG@mowsalinas.org

County Contract Manager:

Marleen Bush, Community Affiliation Manager
Area Agency on Aging
Department of Social Services
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@countyofmonterey.gov

II. OFFICE:

Meals on Wheels of the Salinas Valley
534 Abbott Street
Salinas, CA 93901
(831) 758-6325
Fax: (831) 758-6518
Office hours: Monday – Friday, 8:00 AM – 4:30 PM

III. SUBAWARD INFORMATION

Sub-award: NM-2324-32 State of California, Department of Aging
CONTRACTOR Unique Entity ID (UEI): QZK8FQNL8NT9
Federal Award Identification Number (FAIN): NM-2324-32
Date County Awarded Funding: 7/1/2023

CFDA Pass-through Information and Dollar Amount:

State of California, Department of Aging
Modernizing Older Californians Act Nutrition Program
Title III C-2, Home Delivered Nutrition Services - **\$287,410**

Federal Award Description:

Administration on Aging, Department of Health and Human Services

Administration on Aging, Department of Health and Human Services –
Modernizing Older Californians Act Nutrition Program

Research and Development: no

Indirect Cost Rate: 10%

IV. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws, **regulations and requirements, including but not limited to the following:**

1. Clean Air Act, as amended. [42 USC § 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Code (Cal. Pub. Con. Code § 10295 et seq.)
5. Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].
7. **California Department of Aging (CDA) Program Guide:**

The CDA Program 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 (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/)

8. **AAA Service Provider's Handbook:**
CONTRACTOR shall comply with the policies and procedures established by the County of Monterey AAA as outlined in the AAA Service Providers' Handbook. The Handbook establishes local requirements and operational procedures applicable to all AAA funded service providers. An electronic version of the Handbook is available upon request and is incorporated into this Agreement by reference.
9. **Copyrights:**
Materials developed with funding from the CDA may be subject to copyright; however, the State reserves the right to copyright such materials. The COUNTY or CONTRACTOR shall not copyright materials funded by CDA unless prior written approval is obtained from the Director of CDA through the COUNTY. If approval is granted, the State retains a royalty-

free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute, and otherwise use the materials, in whole or in part, and to authorize others to do so, provided appropriate credit is given to the author. The COUNTY and CONTRACTOR shall maintain appropriate systems and internal controls to ensure that State funds are not used in violation of applicable copyright laws, including the acquisition, operation, or maintenance of computer software.

10. Records Retention:

The CONTRACTOR shall maintain complete and accurate records related to the performance of this Agreement, including financial, contractual, and program records; client or participant records; and electronic files documenting activities and expenditures under this Agreement. All records shall be available for inspection, review, and audit by the State, the COUNTY, or their authorized representatives during normal business hours.

The COUNTY and CONTRACTOR shall retain all records, including confidential records, for at least five (5) years following issuance of the final closeout report or completion of any audit, unless a longer retention period is required by law, this Agreement, or by the CDA.

V. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in.

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:
Title III C-2 Home Delivered: Board of Supervisors, Districts 1, 2, 3 & 4

VI. 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.

- a. Joining the ADRC network as a partner agency,
- b. Participating in bi-monthly ADRC meetings,
- c. Referring individuals to ADRC partner agencies,
- d. Connecting individuals with other services through a warm hand-off when possible, and
- e. Sharing information about your agency's services with ADRC partners.

VII. 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 economic and social need.

CONTRACTOR is required to target older adults who face the greatest economic and social need as defined in Welfare and Institutions Code (WIC) section 9015. "Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census." Greatest social need includes the factors: physical or mental disability, language barriers, and cultural or social isolation caused by, among other things, racial and ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression." In 2021, the HIV status was added to the factors that constitute "greatest social need".

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.

HOME DELIVERED MEALS:

1. Individuals eligible to receive a home-delivered meal are individuals who are:
 - a. 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)].
 - b. 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.
 - c. 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.

VIII. GETCARE LICENSES

COUNTY will pay for one (1) GetCare license for CONTRACTOR each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.

IX. 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** and **AA-1**.

X. 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.

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

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.

Equipment must be received by **June 30, 2025 for FY 2024-25, June 30, 2026 for FY 2025-26, June 30, 2027 for FY 2026-27, June 30, 2028 for FY 2027-28, and March 31, 2029 for FYs 2028-29** 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**).

XI. PROGRAM INCOME

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered (e.g. guest meal fees).

- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of 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, as follows: June 30, 2025 for FY 2024-25, June 30, 2026 for FY 2025-26, **June 30, 2027 for FY 2026-27, June 30, 2028 for FY 2027-28, and March 31, 2029 for FYs 2028-29.**

XII. 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 and AA-1**, 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 **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 July 10, 2025 for FY 2024-25, July 10, 2026 for FY 2025-26, **July 10, 2027 for FY 2026-27, July 10, 2028 for FY 2027-28, and April 10, 2029 for FY 2028-29.**

Exhibit D-2, Annual Closeout Summary, shall be submitted by CONTRACTOR to COUNTY no later than July 10, 2025 for FY 2024-25, July 10, 2026 for FY 2025-26, **July 10, 2027 for FY 2026-27, July 10, 2028 for FY 2027-28, and April 10, 2029 for FY 2028-29.**

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

XIII. PAYMENT SUMMARY

<i>Modernizing Older California Act Funding Type</i>	<i>FY Jan 7, 2025 – June 30, 2025</i>	<i>FY July 1, 2025 – June 30, 2026</i>	<i>FY July 1, 2026 – June 30, 2027</i>	<i>FY July 1, 2027 – June 30, 2028</i>	<i>FY July 1, 2028 – March 31, 2029</i>	<i>FY Jan 7, 2025 – March 31, 2029 TOTALS</i>
Title III C-2, Home Delivered	\$64,742	\$37,556	\$69,417	\$69,417	\$46,278	\$287,410
TOTAL:	\$64,742	\$37,556	\$69,417	\$69,417	\$46,278	\$287,410

The total amount payable by County to CONTRACTOR for the period January 7, 2025 through June 30, 2025 for Title III C-2 services shall not exceed **sixty-four thousand, seven hundred forty-two dollars (\$64,742)**.

The total amount payable by County to CONTRACTOR for the period July 1, 2025 through June 30, 2026 for Modernizing Older California Act Title III C-2 services shall not exceed **thirty-seven thousand, five hundred fifty-six dollars (\$37,556)**.

The total amount payable by County to CONTRACTOR for the period July 1, 2026 through June 30, 2027 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2027 – June 30, 2028).

The total amount payable by County to CONTRACTOR for the period July 1, 2027 through June 30, 2028 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2028 – June 30, 2029).

The total amount payable by County to CONTRACTOR for the period July 1, 2028 through March 31, 2029 for Modernizing Older California Act Title III C-2 services shall not exceed forty-six thousand two hundred seventy-eight dollars (\$46,278).

The maximum amount payable by County to CONTRACTOR for the period January 7, 2025 through **March 31, 2029** for Modernizing Older California Act Title III C-2 services shall not exceed **two hundred eighty-seven thousand, four hundred ten dollars (\$287,410)**.

This Agreement is funded by the California Department of Aging (CDA) Agreement #NM-2324-32. 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.

EXHIBIT AA-1

**MODERNIZING OLDER CALIFORNIANS ACT – NUTRITION SERVICES
TITLE III C-2 HOME DELIVERED MEALS
SCOPE OF SERVICES**

I. SERVICES TO BE PROVIDED

CONTRACTOR shall provide nutritious, home-delivered main meals 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 home-delivered main meals 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 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.

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.

1. Service: Title III C-2 Home-delivered meal (HDM)

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.

Unit of Service Measurement: 1 Meal

Estimated Service Units to be delivered: Title III C-2: **18,116 Meals**

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

FYs 2024-25 and 2025-26 Total Units 4,250:

by March 31, 2025:	723	Units (17%)
by June 30, 2025:	1,403	Units (33%)
by September 30, 2025:	2,125	Units (50%)
by December 30, 2025:	2,848	Units (67%)
by March 31, 2026:	3,528	Units (83%)
by June 30, 2026:	4,250	Units (100%)

FY 2026-27 Total Units 5,677:

by September 30, 2026:	1,419	Units (25%)
by December 30, 2026:	2,839	Units (50%)
by March 31, 2027:	4,258	Units (75%)
by June 30, 2027:	5,677	Units (100%)

FY 2027-28 Total Units 5,587:

by September 30, 2027:	1,397	Units (25%)
by December 30, 2027:	2,794	Units (50%)
by March 31, 2028:	4,190	Units (75%)
by June 30, 2028:	5,587	Units (100%)

FY 2028-29 Total Units 2,602:

by September 30, 2028:	859	Units (33%)
by December 30, 2028:	1,743	Units (67%)
by March 31, 2029:	2,602	Units (100%)

2. Service: Nutrition Education

Unit of Service Definition: A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants in a group or individual setting overseen by a dietitian or individual of comparable expertise. Methods of education are limited for home-delivered meal program participants and are typically handout materials, but other formats may be explored including verbal information to assist with social isolation during well-check calls with program participants.

Informational material may be provided to CONTRACTOR for distribution to program participants. Tracking of the number of program participants receiving materials is then tracked and reported in the GetCare database as outlined below.

Unit of Service Measurement: Home delivered meal program participants shall receive Nutrition Education four (4) times per year.

II. PERFORMANCE REPORTING

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Title III C-2 meals are registered services which require 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.

C-2: To-Go meals that are consumed offsite without in-person or virtual interaction during the meal: Report as a C-2 meal and unduplicated C-2 client.

CONTRACTOR shall provide a quarterly narrative report to COUNTY describing the progress of services. 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

There is no required match under this agreement.

IV. PAYMENT SUMMARY

The total amount payable by County to CONTRACTOR for the period January 7, 2025 through June 30, 2025 for Title III C-2 services shall not exceed **sixty-four thousand, seven hundred forty-two dollars (\$64,742)**.

The total amount payable by County to CONTRACTOR for the period July 1, 2025 through June 30, 2026 for Title III C-2 services shall not exceed **thirty-seven thousand five hundred fifty-six dollars (\$37,556)**.

The total amount payable by County to CONTRACTOR for the period July 1, 2026 through June 30, 2027 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2027 – June 30, 2028).

The total amount payable by County to CONTRACTOR for the period July 1, 2027 through June 30, 2028 for Modernizing Older California Act Title III C-2 services shall not exceed sixty-nine thousand four hundred seventeen dollars (\$69,417). Any unspent funds can carry over into the new fiscal year (July 1, 2028 – June 30, 2029).

The total amount payable by County to CONTRACTOR for the period July 1, 2028 through March 31, 2029 for Modernizing Older California Act Title III C-2 services shall not exceed forty-six thousand two hundred seventy-eight dollars (\$46,278).

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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 (10th) 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 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. 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 C-1, C-2, C-3, C-4, and C-5**. Only the costs listed in **Exhibits C-1, C-2, C-3, C-4, and C-5** 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 C-1, C-2, C-3, C-4, and C-5**, 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.

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.

EXHIBIT BB

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

EXHIBIT BB

- 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.

EXHIBIT BB

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 **Regina Gage** 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**

Modernizing Older Californians Act

BUDGET PERIOD: **JULY 1, 2026 - JUNE 30, 2027**

Name of Agency: Meals on Wheels of the Salinas Valley, Inc.

Address of Agency: 534 Abbott Street

Salinas, CA 93901

Project Name: 3C2 Modernizing- Nutrition Services - Home Delivered Meals

Funding Source and Catalog #

State Funds

3C2- Modernizing Nutrition Services

Budget Version

Check one: Original

X

Revision

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

JENE CANLAS 831-758-6325

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

REGINA GAGE 831-758-6325

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: Araceli Madrid 7/1/2026

Reviewed for Allowable Costs

Budget Approved by Program: _____

Indirect Cost limit 10%

Get-Care Updated by Vendor: _____

No Required Match

Get-Care Verified by Fiscal Officer: _____

Budget Template Last Updated: 10/23/24 AM

Agency Name: Meals on Wheels of the Salinas Valley, Inc.

SECTION A:

BUDGET SUMMARY

Categories of Expenses		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
Personnel		\$ -		\$ -	
Operating Expenses		\$ 69,417		\$ 69,417	
Total		\$ 69,417		\$ 69,417	
Source of Revenue		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
		Cash	In-Kind	Cash	In-Kind
<i>AAA Grant</i>		\$ 69,417		\$ 69,417	\$ -
Project Income				\$ -	\$ -
Other Federal Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Other State Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
County/City Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Private Grants	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Net Fundraising	Match		\$ -	\$ -	\$ -
	Non-Match			\$ -	\$ -
Totals by match	Match	\$ -	\$ -	\$ -	\$ -
	Non-Match	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 69,417		\$ 69,417	

Meals on Wheels of the Salinas Valley, Inc.
3C2 Modernizing- Nutrition Services - Home Delivered Meals
SCHEDULE OF PERSONNEL COSTS

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

JULY 1, 2026 - JUNE 30, 2027

SECTION C:

Meals on Wheels of the Salinas Valley, Inc.

3C2 Modernizing- Nutrition Services - Home Delivered Meals

OPERATING EXPENSES / EQUIPMENT AND INDIRECT COSTS

[illegible]

**Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: <http://www.co.monterey.ca.us/auditor/policies.htm> CONTRACTOR must provide a detailed breakdown of authorized expenses.*

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

Modernizing Older Californians Act

BUDGET PERIOD: **JULY 1, 2027 - JUNE 30, 2028**

Name of Agency: Meals on Wheels of the Salinas Valley, Inc.

Address of Agency: 534 Abbott Street

Salinas, CA 93901

Project Name: 3C2 Modernizing- Nutrition Services - Home Delivered Meals

Funding Source and Catalog #

State Funds

3C2- Modernizing Nutrition Services

Budget Version

Check one: Original

X

Revision

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

JENE CANLAS 831-758-6325

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

REGINA GAGE 831-758-6325

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: Araceli Madrid 7/1/2026

Reviewed for Allowable Costs

Budget Approved by Program: _____

Indirect Cost limit 10%

Get-Care Updated by Vendor: _____

No Required Match

Get-Care Verified by Fiscal Officer: _____

Budget Template Last Updated: 10/23/24 AM

Agency Name: Meals on Wheels of the Salinas Valley, Inc.**SECTION A:****BUDGET SUMMARY**

Categories of Expenses		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
Personnel		\$ -		\$ -	
Operating Expenses		\$ 69,417		\$ 69,417	
Total		\$ 69,417		\$ 69,417	
Source of Revenue		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
		Cash	In-Kind	Cash	In-Kind
AAA Grant		\$ 69,417		\$ 69,417	\$ -
Project Income				\$ -	\$ -
Other Federal Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Other State Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
County/City Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Private Grants	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Net Fundraising	Match		\$ -	\$ -	\$ -
	Non-Match			\$ -	\$ -
Totals by match	Match	\$ -	\$ -	\$ -	\$ -
	Non-Match	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 69,417		\$ 69,417	

Meals on Wheels of the Salinas Valley, Inc.
3C2 Modernizing- Nutrition Services - Home Delivered Meals
SCHEDULE OF PERSONNEL COSTS

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

Meals on Wheels of the Salinas Valley, Inc.

3C2 Modernizing- Nutrition Services - Home Delivered Meals

**OPERATING EXPENSES / EQUIPMENT
AND INDIRECT COSTS**

*Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at: <http://www.co.monterey.ca.us/auditor/policies.htm> CONTRACTOR must provide a detailed breakdown of authorized expenses.

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

Modernizing Older Californians Act

BUDGET PERIOD: **JULY 1, 2028 - JUNE 30, 2029**

Name of Agency: Meals on Wheels of the Salinas Valley, Inc.

Address of Agency: 534 Abbott Street

Salinas, CA 93901

Project Name: 3C2 Modernizing- Nutrition Services - Home Delivered Meals

Funding Source and Catalog #

State Funds

3C2- Modernizing Nutrition Services

Budget Version

Check one: Original

X

Revision

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

JENE CANLAS 831-758-6325

Preparer's Name (Printed) and telephone number

Executive Director's Signature / Date

REGINA GAGE 831-758-6325

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: Araceli Madrid 7/1/2026

Reviewed for Allowable Costs

Budget Approved by Program: _____

Indirect Cost limit 10%

Get-Care Updated by Vendor: _____

No Required Match

Get-Care Verified by Fiscal Officer: _____

Budget Template Last Updated: 10/23/24 AM

Agency Name: Meals on Wheels of the Salinas Valley, Inc.

SECTION A:

BUDGET SUMMARY

Categories of Expenses		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
Personnel		\$ -		\$ -	
Operating Expenses		\$ 46,278		\$ 46,278	
Total		\$ 46,278		\$ 46,278	
Source of Revenue		3C2 Modernizing- Nutrition Services - Home Delivered Meals		Total Budget	
		Cash	In-Kind	Cash	In-Kind
AAA Grant		\$ 46,278		\$ 46,278	\$ -
Project Income				\$ -	\$ -
Other Federal Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Other State Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
County/City Funds	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Private Grants	Match			\$ -	\$ -
	Non-Match			\$ -	\$ -
Net Fundraising	Match		\$ -	\$ -	\$ -
	Non-Match			\$ -	\$ -
Totals by match	Match	\$ -	\$ -	\$ -	\$ -
	Non-Match	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 46,278		\$ 46,278	

Meals on Wheels of the Salinas Valley, Inc.
3C2 Modernizing- Nutrition Services - Home Delivered Meals
SCHEDULE OF PERSONNEL COSTS

Costs reflected on this page must equal subtotal (Personnel Costs) shown on Page 2 (Section A), column "Total Budget"

JULY 1, 2028 - JUNE 30, 2029

SECTION C:

Meals on Wheels of the Salinas Valley, Inc.

3C2 Modernizing- Nutrition Services - Home Delivered Meals

OPERATING EXPENSES / EQUIPMENT AND INDIRECT COSTS

[illegible]

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