THIRD AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND CITY OF SANTA CLARA – CONGREGATE MEALS

This is the Third Amendment to the Contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) entered into on July 1, 2019, for the provision of Congregate Meal Services. The original contract was approved by the Board on June 19, 2018.

This Contract is amended as follows:
Effective July 1, 2022, the parties agree to comply with the provisions contained in the following exhibits and article, which are either attached hereto or stated below, and incorporated herein by this reference and made a part of the Contract.

1. Add Exhibit A-3: Program Provisions, which is attached hereto and incorporated by this reference.

2. Add Exhibit B-3: Program Plan & Requirements, which is attached hereto and incorporated by this reference.

3. Add Exhibit C-4: Budget Plan, which is attached hereto and incorporated by this reference.

4. Add Exhibit D-3: Logic Model, which is attached hereto and incorporated by this reference.

5. Add Article IV, Statutes, Regulations, and Polices, **#16. COVID -19 REQUIREMENTS**

16. COVID -19 REQUIREMENTS

CONTRACTOR shall comply with all COUNTY requirements relating to COVID-19 for persons who routinely perform services for the COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for the COUNTY ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at https://procurement.sccgov.org/doing-business-county/contractor-vaccinations and incorporated herein by this reference.

If CONTRACTOR is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the COUNTY's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such CONTRACTOR's shall comply with the COUNTY's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of CONTRACTOR's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the COUNTY department that manages this Agreement.

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If applicable, CONTRACTOR shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit E. CONTRACTOR shall comply with the requirements of this Section for the entire term of this Agreement.

CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section. Failure by CONTRACTOR to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the COUNTY may, in its sole discretion terminate this Agreement immediately or take other action as the COUNTY may determine to be appropriate.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

_____
Miguel Márquez, Chief Operating Officer

Date: _____

_____
John P. Mills, Deputy County Executive

Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Deputy County Counsel
Date: _____

CONTRACTOR

_____
Office of City Manager

Date: _____

ATTEST

_____
Assistant City Clerk

Date: _____

APPROVED AS TO FORM

_____
Office of the City Attorney
Date: _____

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CONTRACTOR: City of Santa Clara

PROGRAM/PROJECT NAME: Senior Nutrition Program – Congregate Meals

This is a contract between the County of Santa Clara (COUNTY) and the (CONTRACTOR) for the purpose of providing meals for persons 60 years of age and older, which is funded, authorized by, and to be performed in accordance with the Older Americans Act of 1965, as amended, P.L. 89-73, U.S.C. Section 3000 et seq., and all amendments, rules, and regulations pertaining thereto.

1. CONDITIONAL AMENDMENTS

The County Executive, or designee, received delegation of authority from the Board of Supervisors on May 3, 2022, to negotiate, execute, amend, and terminate the scope of services, the term, new or revised contracting requirements, maximum financial obligation and budget of this Contract through June 30, 2023 based upon the following conditions:

a. COUNTY has appropriated sufficient funds for the modification of this Contract,
b. CONTRACTOR is meeting the performance requirements for this contract,
c. County Counsel has reviewed and approved the amendment as to form and legality, and
d. County Executive has approved the amendment.

2. TERM OF CONTRACT

The term begins on July 1, 2019, and expires on June 30, 2023, unless terminated earlier or otherwise amended.

3. MAXIMUM FINANCIAL OBLIGATION

COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed $129,631.65 in FY2019-2020, $110,774.16 in FY2020-2021, $121,324.08 in FY2021-2022, and $124,917.60 in FY2022-2023 for a total not to exceed $486,647.49.

4. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.

5. COMPENSATION TO CONTRACTOR

a. FEE FOR SERVICE CONTRACT
   i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-3 Program Provisions, Exhibit B-3: Program Plan & Requirements, Exhibit C-4: Budget, and Exhibit D-3: Logic Model, for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in

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accordance with current cost principles and with all other requirements of this contract:

1. For Non-Profit Agencies, OMB Circular A-122.
2. For Local Governments, OMB Circular A-87.
3. For Public and Nonprofit Institutions of Higher Education, OMB Circular A-121.
4. For Profit Making Organization, 41 CFR Part 1.

i. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

ii. CONTRACTOR must participate in a quarterly reconciliation process. During the reconciliation process all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. Quarterly reconciliations must be submitted with the corresponding monthly invoice. During each reconciliation, all funds paid to CONTRACTOR under its fee for service claims must be reconciled to the actual costs incurred by the contractor and the remaining cash, if any. This provision survives the termination of this Contract.

iii. CONTRACTOR must participate in a closeout period at the end of the COUNTY funding period. During the closeout period all funds awarded to CONTRACTOR must be reconciled to the costs incurred and to the remaining cash, if any. A closeout packet will be provided to CONTRACTOR by COUNTY at the end of the funding period and is due within forty-five (45) days thereafter. If actual cost of providing services base on Unit Cost per meal is less than the amount reimbursed by COUNTY, CONTRACTOR'S final reimbursement will be reduced by the overpayment received from COUNTY. This provision survives the termination of this Contract.

b. <u>COMPENSATION</u>
CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for services rendered, as well as payment for participant and guest contributions as outlined in Exhibit B-3: Program Plan & Requirements.

(i) Prior to submittal, invoices must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the Contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY's legal rights or objections.

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(ii) In order to ensure continuation of service, CONTRACTOR will not be paid for meals in excess of the number of year-to-date meals listed in the Service Delivery Plan in Exhibit C-4: Budget. Meals that are provided but not reimbursed in a particular month may be reimbursed if claimed on later invoice so long as CONTRACTOR has offered the agreed upon services continuously.

(iii) If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.

(iv) COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this Contract. All payments under this Contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this Contract to any other parties, including individual employees or creditors of CONTRACTOR.

(v) COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the Contract term.

6. PARTICIPANT CONTRIBUTIONS

a. CONTRACTOR will submit participant contributions on a monthly basis with the monthly expense claims.

b. CONTRACTOR will deposit all participant contributions in a bank account maintained for the Senior Nutrition Program (SNP). All deposits, withdrawals, and balances for the Senior Nutrition Program must be separately identified. COUNTY has the right to review all financial records and bank accounts for audit purposes. Participants' contributions will be collected, counted, and recorded daily by CONTRACTOR. Two persons designated by CONTRACTOR will co-verify the collection and count of participant contributions daily by their signature and date on a participant contribution accounting record. Participant contributions are to be deposited daily when possible, but no less frequently than on a weekly basis. Participant contributions are to be kept in a secure locked location and at night locking in a safe, pending deposit into the Senior Nutrition Program bank account.

7. ADVANCE PAYMENTS

a. COUNTY, at its discretion may make advance payments under this contract to CONTRACTOR up to a maximum of 25% of the total contract amount and under conditions as the COUNTY may specify. Such advance payments will in no way increase the total maximum financial obligation specified under this contract.

b. CONTRACTOR must meet fidelity bond requirements as specified in Article V F. of this contract prior to receiving advance payment.

c. All advance payments require full repayment prior to the expiration of the contract. COUNTY will specify repayment method of the advance payment amount by

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deducting an agreed upon monthly amount from the outstanding balance of the contract until the repayment obligation is fulfilled, or; deducting the advance payment amount in a lump sum from the remaining contract balance.

8. ADJUSTMENT TO EXHIBIT B-3: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Scope of Service/Staffing Plan may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Scope of Service/Staffing Plan begins.

9. ADJUSTMENT TO EXHIBIT C-4: BUDGET

A budget adjustment can be made without a contract amendment if Contractor submits a written budget adjustment request to the COUNTY Contract Representative, or designee, and the request is approved by the COUNTY in writing. A budget adjustment must not increase the maximum financial obligation of this Contract.

CONTRACTOR may request a budget revision by submitting the COUNTY's Budget Revision Request form to the COUNTY's designated contract/program monitor. The Budget Revision Request must include a statement explaining the impact that the budget revision, if approved, would have on the program/service delivery. Upon approval of the CONTRACTOR's Budget Revision Request, COUNTY will forward an approved copy of the Budget Revision Request form to the CONTRACTOR.

10. ADJUSTMENT TO EXHIBIT D-3: LOGIC MODEL

A written adjustment to the Logic Model may be approved by the COUNTY Representative, or designee, identified in this Exhibit, without a contract amendment as long as the adjustment reflects approved original program provisions and both parties are notified at least 10 days before the adjusted Logic Model begins.

11. SERVICE PROVIDED

a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR's client base.

b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

c. CONTRACTOR must assist in the coordination of and verification of eligibility for mobility management services for participants who use CONTRACTOR'S site as a home meal site.

12. CONTRACT REPRESENTATIVES

a. CONTRACTOR designates Rajeev Batra, City Manager as CONTRACTOR's representative for the purpose of performing the services as required by this Contract.

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Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.

b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

13. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY: Social Services Agency
Office of Contracts Management
333 West Julian Street
San Jose, California 95110-2335

b. To CONTRACTOR: City of Santa Clara
Rajeev Batra, City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

14. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.

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Agency: City of Santa Clara (CONTRACTOR)
Program Name: Senior Nutrition Program – Congregate Meals (PROGRAM)

1. SERVICE DESCRIPTION & EXPECTED OUTCOME

CONTRACTOR will work with the Social Services Agency – Senior Nutrition Program (COUNTY) and other community partners to ensure that the seniors receive nutritious and healthy meals at CONTRACTOR's nutrition site(s). The PROGRAM provides seniors and older adults of Santa Clara County access to healthy, nutritious meals and the opportunity to socialize, take classes, and access other services. CONTRACTOR will perform services in compliance with the Senior Nutrition Program, Congregate Policy & Procedures Manual, and any updates thereto.

2. PERMITS AND LICENSES

CONTRACTOR will obtain all permits and licenses necessary to the performance of this contract will assure that its subcontractors obtain the same. The CONTRACTOR will pay all normal fees for permits, licenses, inspections or any other certification or service required in the performance of this contract.

3. ELIGIBLE INDIVIDUALS

Persons who are eligible for meals and services under this contract are those persons who are 60 years of age or older or who are spouses of persons who are 60 years of age or older. Meals may be made available to handicapped or disabled individuals who have not attained 60 years of age but who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided, or individuals with disabilities who reside at home with and accompany older individuals who are eligible for services. Priority will be given to those older persons in greatest social and economic need with particular attention to seniors who are age 75 or older, low-income, living alone, and/or minorities as defined by the Older Americans Act of 1965.

4. MEALS

a. Meals served by CONTRACTOR must provide at least one-third (1/3rd) of the current recommended dietary allowance specified by the Food and Nutrition Board of the National Academy of Sciences – National Research Council.

b. Menus will be planned by CONTRACTOR in cycles, the minimum period being five (5) weeks. Such menus must be planned in accordance with COUNTY requirements. Such menus will be submitted to COUNTY three (3) weeks prior to initial use. Menus will be posted in a conspicuous location at the meal site at least one (1) week in advance of use.

c. Table settings will be of reasonable quality. If disposable dinnerware is used, it will be of sturdy quality.

5. CONGREGATE MEAL SITES

a. CONTRACTOR will provide congregate meals at the meal site(s), days, and times indicated in Exhibit C-4: Budget. Notwithstanding, CONTRACTOR may make minor changes to the service days and times listed in Exhibit C-4 with prior written approval of COUNTY.

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b. CONTRACTOR may not relocate the meal site or add a meal site without prior notification, inspection, and approval by COUNTY. Relocation or addition of a meal site without the prior approval of the COUNTY may be considered a breach of the provisions of this contract. COUNTY may suspend or withhold payments, or terminate the contract if the relocation affects any of the provisions of the contract including, but not limited to the following:

   i. The relocation or addition reduces or terminates the provision of services to seniors in the geographic area served by this contract.
   ii. The relocation or addition changes the service area served by this contract.
   iii. The relocation or addition does not serve or give priority to older persons in the greatest social or economic need as defined by the Older Americans Act of 1965 as amended.

c. The site must have adequate lighting and ventilation and must meet all applicable health, fire, safety and sanitation regulations. CONTRACTOR must obtain current certificates from appropriate public officials indicating the site is in compliance with health and fire regulations.

d. CONTRACTOR ensures that a pleasant dining atmosphere is maintained and that there is adequate space for the equipment of participants, such as canes, crutches and wheelchairs.

e. There will be no architectural barriers which would prevent an eligible individual from having access to the meal site facility.

f. Innovative services may added to the PROGRAM during the term of this contract, or upon an extension of this contract, upon written approval of the COUNTY.

g. If a site is designated as a catered site in Exhibit C-4: Budget, upon written approval from COUNTY and upon obtaining all required governmental approvals, CONTRACTOR may switch to being a cook on site location. In the event of this switch, CONTRACTOR's per-meal rate will be changed to the standard cook on site per-meal rate if different than the catered meal rate.

6. <u>NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS</u>

a. CONTRACTOR will provide the number of hot meals as specified in Exhibit C-4: Budget. If demand by eligible individuals in the first six (6) months of this Contract does not result in CONTRACTOR providing the average number of meals per day specified in Exhibit C-4: Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt to renegotiate this Contract to allow CONTRACTOR to reduce the average number of meals to be provided per day. If CONTRACTOR provides additional meals and such additional meals will cause CONTRACTOR to exceed the Maximum Financial Obligation of this Contract, such additional costs will be the sole expense of CONTRACTOR, unless the parties agree and execute a Contract Amendment.

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b. CONTRACTOR will be paid for the number of meals served at a meal site, not the number of meals prepared. COUNTY will not reimburse meals served that do not meet the dietary requirements in Section 4(a).

c. CONTRACTOR must open its Nutrition Site(s) for the number of service days specified in Exhibit C-4: Budget. CONTRACTOR must open its Nutrition Site(s) at minimum the number of serving days indicated each week except for holidays. Should CONTRACTOR close its Nutrition Site(s) due to unforeseen circumstances, CONTRACTOR will notify COUNTY immediately and work collaboratively to reschedule the day(s) that the Nutrition Site(s) was closed. Should CONTRACTOR close their Nutrition Site(s) due to foreseen circumstances and not be able to reschedule the day(s) of services, CONTRACTOR will not be reimbursed for the number of meals allocated to the serving day(s) that the Nutrition Site(s) was closed.

7. <u>ADVISORY COUNCIL</u>

CONTRACTOR will ensure that an election is held to elect a participant to represent the nutrition site on the countywide program Advisory Council. It will be the responsibility of the program Advisory Council to advise the COUNTY on policy matters relating to the delivery of the congregate nutrition services throughout the COUNTY program area.

8. <u>SUPPORTIVE SERVICES</u>

a. CONTRACTOR will provide supportive services, to the extent that such services are needed and are not already available from third parties and accessible to individuals participating in the Congregate Meals Program. Supportive services may include:

i. Transportation of eligible individuals to and from congregate meal sites so that nutrition and other services will be accessible to those eligible individuals living within the program area who, because of lack of mobility or physical or mental handicap, would otherwise be unable to participate in the program;

ii. Information and referral services designed to provide eligible individuals with current information of, and referral to, all appropriate services to meet their needs;

iii. Health and welfare counseling services designed to assist eligible individuals in dealing with the problems and stresses that interfere with normal health and social functioning. CONTRACTOR may provide such services through person-to-person assistance from trained counselors or referrals to other resources;

iv. Nutrition education through a formal program of regularly scheduled meetings to make available pertinent facts related to nutritional need;

v. Recreation activities designed to foster the health and social well-being of program participants through social interaction and satisfying use of free time;

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vi. Outreach activities to assure maximum participation of hard to reach and other eligible individuals.

b. CONTRACTOR will report the supportive services provided at its meal site(s) to the COUNTY in the format requested by the COUNTY and whether the service is provided by CONTRACTOR or another entity at least annually, or more often, as requested by the COUNTY. COUNTY may request this information from CONTRACTOR up to once per quarter.

9. FOOD INVENTORY

CONTRACTOR will develop a written plan for conducting food inventories. The plan will include the procedures for conducting food inventories, identify persons responsible for conducting the inventory, and set the schedule for completing the inventories. The plan will also include a description of the "First-in-First Out" food rotation system that will be used to ensure stored goods are rotated to prevent deterioration. CONTRACTOR will provide COUNTY with a copy of its food inventory plan and completed food inventories, upon request.

10. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current Senior Nutrition Program, Congregate Policy & Procedures Manual. In addition, if a pest issue is identified. COUNTY reserves the right to require CONTRACTOR to take corrective action to remedy the issue or require any other action from CONTRACTOR necessary to protect the health and welfare of participants.

11. DATA COLLECTION AND PRIVACY

a. At intervals prescribed by the COUNTY and, on forms provided by COUNTY, CONTRACTOR will collect program data and information relating to nutrition risk assessments, registered site participants, meals, use of services and program contributions. CONTRACTOR will also be required to collect program data through the use of electronic collection methods. Such methods may include the use of computers, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means. COUNTY will be considered legal owner of all equipment provided to CONTRACTOR for this purpose. Such equipment is considered Non-Expendable property as described in Section 16 of this Exhibit.

b. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report for the prior month by the fourth (4th) working day of the current month to their assigned registered dietitian.

c. No later than the second time an eligible participant attends a congregate meal site operated by CONTRACTOR, CONTRACTOR must have the participant complete a registration form with participant's information. Registration forms must be submitted to the designated COUNTY staff person at least monthly for registrants from the prior month along with the Monthly Report. CONTRACTOR must submit any new monthly registrations prior to the fifth (5th) working day of every month.

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d. CONTRACTOR must submit their electronic participant demographic scanner data and related documents for the prior month by the fifth (5th) working day of every month to the Senior Nutrition Program.

e. Quarterly Report. Quarterly Reports with output and outcome data must be turned in with September, December, March, and July invoices. Quarterly Reports must be prepared on the form provided by the COUNTY. Submission of the Quarterly Report is required before the corresponding monthly invoice can be paid.

f. Within 30 days of executing this agreement, and annually thereafter if the term of this agreement is extended, all employees, volunteers, subcontractors, or agents of CONTRACTOR who handle confidential client information, including but not limited to registration forms, must complete the information security and privacy presentation online training provided by the California Department of Aging (currently available at: https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

12. PARTICIPANT CONTRIBUTION PRINCIPLES

a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to pay for all or part of their meals. Recipients are requested to make a financial contribution to offset the cost of the meals. Suggested contribution for congregate meals is $3.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is $3.00 per day. Contributions are confidential. CONTRACTOR will not disclose records of the amount of contribution received or the name of contributor to third parties without written permission of the contributor. COUNTY has the right to review CONTRACTOR'S contribution records for audit purposes. Payment of the suggested contribution is not a condition for the receipt of meals.

b. CONTRACTOR will submit participant contributions on a monthly basis to be included with the monthly reimbursement claims. One hundred percent of these contributions must be submitted to COUNTY.

13. VOLUNTEER, GUEST, AND STAFF MEALS

a. Volunteer Meals: A volunteer under the age of 60 who provides services during meal hours may be offered a meal, if doing so will not deprive an older individual of a meal. Volunteers under age 60 who receive a full meal that meets the requirements in Section 4 must pay a $3.00 fee and the fee must be included with the participant contributions and returned to the COUNTY. CONTRACTOR must record the number of volunteer meals served. CONTRACTOR will be reimbursed for volunteer meals provided.

c. Guest Meals: A guest under the age of 60 may be offered a meal during meal hours if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. A guest must pay a fee of at least $8.00 or up to the actual cost of the meal served, as specified in Exhibit C-4: Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate

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from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.

d. Staff Meals: Nutrition services staff under the age of 60 may receive a meal if doing so will not deprive an older individual of a meal or add to the cost of meals prepared. CONTRACTOR must record the number of nutrition services staff meals served. The cost of providing staff meals may not be included in the quarterly reconciliation.

14. MANDATORY ATTENDANCE

CONTRACTOR must have a representative attend every required training and meeting offered by the COUNTY that is specific to the Senior Nutrition, Congregate Meals Program.

15. PURCHASES

COUNTY may require CONTRACTOR, by written notice, to obtain approval of COUNTY for all purchases of food and materials. Approval will not be withheld by COUNTY except for good cause.

16. NON-EXPENDABLE PROPERTY

Any acquisition by CONTRACTOR of non-expendable property with a retail purchase price in excess of five- hundred dollars ($500.00), that is required by CONTRACTOR for performance of this Contract, must require prior written approval of COUNTY. COUNTY will be the legal owner of all equipment that is purchased with COUNTY funds. COUNTY may take possession of its equipment if it is not being used primarily for program purposes and will determine disposition of that equipment upon expiration or termination of this contract.

17. COMPETITIVE BID REQUIREMENTS

a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars ($500.00) must be procured through a competitive process in compliance with Sourcewise's bidding procedures unless services or materials can be obtained only from a single source. Any procurement exceeding ten-thousand dollars ($10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.

b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars ($500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. Record shall be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

18. OVERTIME WORK

Overtime work expenditures that are incurred by the CONTRACTOR will not be paid by reducing services or meals under this contract.

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19. RESTRICTION OF DISCLOSURES

Any reports, analysis, studies, drawings, information or data generated as a result of this contract are to be provided to COUNTY prior to public dissemination.

20. CARE ACCESS ERROR RATE REQUIREMENT

Federal regulations pursuant to Title III of the Older Americans Act of 1965 (OAA) establish procedures for allocating money to states for various senior services. States have established allocation mechanisms to award monies to their Area Agencies on Aging (AAA). These AAAs in turn, award monies via contracts or grants to carry out the mission of the OAA.

Sourcewise, the County of Santa Clara's designated AAA, allocates money for the provision of the Congregate Meals Program by reimbursing the County based on the number of meals served to seniors each month. This data is tracked through Sourcewise's Care Access Database. When there is a discrepancy between the paper total (signatures of SNP participants) and scanner total (scanned barcodes of SNP participants), an error rate arises. Currently, if the total combined error rate of all Senior Nutrition Meal Sites exceeds five percent (5%), the County will not be reimbursed by Sourcewise. Therefore, CONTRACTOR's data that is imported into Sourcewise's Care Access Database must not exceed an error rate of 5%.

If CONTRACTOR's imported data exceeds an error rate of 5%, COUNTY will withhold a percentage of CONTRACTOR's invoice equivalent to the percentage of the error rate exceeding the 5% threshold. For example, if CONTRACTOR has an error rate of 23%, COUNTY will withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month.

Should Sourcewise decide to reimburse the County regardless of the combined error rate of all Senior Nutrition Meal Sites, then the County will not withhold any percentage of CONTRACTOR's invoice regardless of CONTRACTOR's error rate for that month.

21. GRIEVANCE POLICY

a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded by this Contract which complies with Sourcewise's requirements and the Older Americans Act, Section 315(b)(4). At a minimum, the process shall include all of the following:

   i. Time frames within which a complaint will be acted upon.

   ii. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to Sourcewise if dissatisfied with the results of CONTRACTOR's review.

   iii. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

b. CONTRACTOR shall notify older individuals of the grievance process available to them by:

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i. Posting notification of the process in visible and accessible areas, such as the bulletin boards in multipurpose senior centers or areas in which there are a substantial number of older adults. For individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals.

ii. Advising homebound older individuals of the process either orally or in writing upon CONTRACTOR's contact with the individuals.

c. Complaints may involve, but not be limited to, any or all of the following:

i. Amount or duration of a service.

ii. Denial or discontinuance of a service.

iii. Dissatisfaction with the service being provided or with the service provider. If the complaint involves an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, the complainant shall be referred to the proper entity.

iv. Failure of the service provider to comply with any of the requirements set forth in California Department of Aging regulations or in your contract with Sourcewise.

d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.

e. Notify Sourcewise in writing within ten working days after statement has been issues to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Blvd., Suite 310, Santa Clara, CA, 95054.

22. <u>FISCAL YEAR CLOSEOUT SUBMISSION</u>

Due to fiscal reporting deadlines imposed by the California Department of Aging and Sourcewise, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 5, 2023.

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Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

A	B	C	D	E	F
Budget	**# of Daily Meals**	**# of Serving Days**	**Annual Units**	**Rate**	**Total Contract Amount****
Per Meal Reimbursement Rate*	69	248	17,112	$7.30	$124,917.60
Grand Total					**$124,917.60**

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
Service Start	11:30 AM	11:30 AM	11:30 AM	11:30 AM	11:30 AM	N/A	N/A	
Service End	12:30 PM	12:30 PM	12:30 PM	12:30 PM	12:30 PM	N/A	N/A	
Total Hours	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**N/A**	**N/A**	**5**

Site Preparation Type
Catered

Monthly Service Delivery Plan	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Possible Serving Days	21	23	22	21	22	22	22	20	23	20	23	22	**261**
Unpaid Days Off	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Holidays	1	0	2	1	3	1	2	1	0	1	1	0	**13**
Actual Serving Days	20	23	20	20	19	21	20	19	23	19	22	22	**248**
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1380	1587	1380	1380	1311	1449	1380	1311	1587	1311	1518	1518	**17112**
YTD Budgeted Meals**	1380	2967	4347	5727	7038	8487	9867	11178	12765	14076	15594	17112	

*Only meals provided to eligible participants which meet dietary requirements will be reimbursed. The maximum number of meals reimbursed by the County will not exceed the YTD number of budgeted meals based on County-approved holiday schedule. Meals provided in a previous month but not reimbursed may be billed in a subsequent month.
**Food costs must equal at least 25% less $.25 of the Total Contract Amount. Meals that are unserved will not be reimbursed.

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Agency Name: City of Santa Clara
Site: Santa Clara Senior Center

69	248	17,112	13	1.45%
# of Daily Meals	Serving Days	Annual Meals	Paid Holidays	Payroll Tax Rate

Paid Hours*

A	B	C	D	E	F	G	H	I	J
Job Title	**Daily Hours**	**Hourly Rate**	**Paid Time Off (Days)** *Do not include Holidays*	**Salaries**	**Payroll Taxes**	**Retirement Contribution**	**Health Insurance**	**Other Fringe Benefits**	**Total per Employee**
Site Manager	5.00	$19.74	33.40	$ 25,761	$ 374			$ 659	$ 26,794
Kitchen Aide	4.00	$17.22	33.40	$ 17,978	$ 261			$ 503	$ 18,742
				$ -	$ -				$ -
				$ -	$ -				$ -
				$ -	$ -				$ -
				$ -	$ -				$ -
Total	9.00			$ 43,739	$ 635	$ -	$ -	$ 1,162	$ 45,536

Unpaid Volunteer Hours

A	B
Volunteer Hours	**Daily Hours**
Server 1	2.00
Server 2	2.00
Check-in 1	2.00
Check-in 2	2.00
Total	8.00

*All personnel costs in the Staffing Plan are built into the per meal rate listed in Exhibit C-4: Budget, Service Plan & Budget.

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Agency Name: City of Santa Clara
Program: SNP Congregate Meals

A	B	C	D
Source of Funds	**FY23 Amount**	**% of Total**	**Commitment Code**
Resources Provided by County			
Santa Clara County Senior Nutrition Program (This Contract)	$ 124,917.60	61.7%	1
Resources Provided by Agency (Match)			
In-Kind Resources			
Volunteer Hours*	$50,216.00	24.8%	3
Cash Resources			
Agency General Fund	$3,445.00	1.7%	1
CDBG	$24,000.00	11.8%	1
Non-senior contributions	$0.00	0.0%	3
Total Program Cost	$ 202,578.60	100.0%	

Total Per Meal Match	SCC Rate	Actual Meal Cost (Match + SCC Rate)
$4.54	$7.30	$11.84

Commitment Code	
1	Firm Commitment-Already have an agreement or letter confirming funding
2	Anticipated Renewal of Existing Funding-Continuation of current year funding
3	Anticipated Resource-Projection of previous fees or donations
4	Application Pending-Application has been submitted, no confirmation at this time
5	Pre-Application-Not yet submitted

* Volunteer Hours are valued by the County as: Living Wage * Hours Per Day * Serving Days

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Logic Model - **Congregate Meals** **Agency Name:** **City of Santa Clara**

A. Contract Goal: Provide nutritious meals, opportunities to socialize, transportation, and resources to older adults across Santa Clara County.

B. Situation	C. Activities/Services	D1. # of unduplicated clients/families served per FY	D2. # of Outputs per FY	D3. Output	E. Short/Long Term Outcome Measures
Lack of food access, financial instability, and social isolation are pervasive issues among the older adult community. In order to meet the needs of this community services need to include ethnically diverse cuisine served in locations in proximity to low-income neighborhoods, innovative service models that bring the food to the people, transportation options, and additional safety net resources. These services are a vital component to keeping people healthy and living independently.	Provide training to meal site volunteers on food safety topics.	12	6	Volunteer Trainings	By June 30, 2023, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.
	Provide training to meal site participants on food safety topics.	200	4	Informational handouts	

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CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS
(Version Effective April 1, 2022)

Contractor Information:

Contractor name:	Name of Contractor representative:
City of Santa Clara	Rajeev Batra
Contractor phone number:	Contractor email address:
(408) 615-2210	rbatra@santaclaraca.gov

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's employees working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:

    a. Contractor understands that it must confirm, and has confirmed, that all of contractor's workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County[1] are:

        i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**

        ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.

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[1] As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.

3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where appliable, regular testing and the use of a fit-tested N95 mask.[2] Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.

4. If any of contractor's workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.

5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Rajeev Batra	Interim City Manager
Name of authorized representative of Contractor	Title
Signature	Date

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[2] If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq*., and under any other laws to share this information with the County.