CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SANTA CLARA

1. This Contract is between the County of Santa Clara (henceforth, COUNTY) and The City of Santa Clara (henceforth, CONTRACTOR) for the Senior Nutrition Program – Congregate Meals.

2. The parties agree to comply with the General Terms and Conditions contained in Articles I-V of this Contract and provisions contained in Exhibit A: Program Provisions, Exhibit B: Program Plan & Provisions, Exhibit C: Budget, and Exhibit D: Logic Model which are attached hereto and incorporated herein by this reference and made a part of this Contract.

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

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COUNTY OF SANTA CLARA

_____
Daniel Little, Director
Social Services Agency

Date: _____

_____
Daniel Crick, Chief Fiscal Officer
Social Services Agency

Date: _____

_____
Procurement Department

Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Deputy County Counsel

Date: _____

CONTRACTOR

_____
Office of City Manager
City of Santa Clara

Date: _____

ATTEST

_____
Assistant City Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY

_____
Office of the City Attorney

Date: _____

Contract General Terms and Conditions

Article I
General Terms

1. ENTIRE CONTRACT

This Contract and its Exhibits/Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the Contracts, covenants and understandings between the parties concerning the subject matter hereof, and all such Contracts, covenants and understandings have been merged into this Contract. No prior or contemporaneous Contract or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

2. AMENDMENTS

This Contract may only be amended by written instrument and signed by authorized representatives of all contracting parties.

3. CONFLICTS OF INTEREST; POLITICAL REFORM ACT

a. CONTRACTOR shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Contract and is grounds for immediate termination of this Contract by the COUNTY.

b. In accepting this Contract, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any CONTRACTOR or person having such an interest. CONTRACTOR, including but not limited to CONTRACTOR's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Contract, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

c. If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Contract, CONTRACTOR shall, upon execution of this Contract, provide the COUNTY with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to CONTRACTOR's employees, agents and subcontractors, that could be substantively involved in "making a governmental decision" or "serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position," (2 CCR 18700.3), as part of CONTRACTOR's service to the COUNTY under this Contract. CONTRACTOR shall immediately notify the COUNTY of the names and

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email addresses of any additional individuals later assigned to provide such service to the COUNTY under this Contract in such a capacity. CONTRACTOR shall immediately notify the COUNTY of the names of individuals working in such a capacity who, during the course of the Contract, end their service to the COUNTY.

4. GOVERNING LAW, VENUE

This Contract has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Contract shall be in the County of Santa Clara.

5. ASSIGNMENT

No assignment of this Contract or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

6. WAIVER

No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

7. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of COUNTY. None of the provisions of this Contract is intended to create, nor will be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of this Contract. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations, or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided herein. CONTRACTOR is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any.

8. SEVERABILITY OF PROVISIONS

If any provision(s) of this Contract are held invalid, the remainder of this Contract remains in force.

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Article II
Fiscal Accountability and Requirements

1. AVAILABILITY AND SUBSTITUTION OF FUNDS

a. Notwithstanding any provision herein, this Contract is valid and enforceable only if sufficient funds are available. In the event of reduction, suspension, discontinuance, or other unavailability of funds, COUNTY unilaterally may take appropriate actions including, but not limited to, reducing existing service authorization, immediate termination of the Contract, or reducing the maximum dollar amount of this Contract with no liability occurring to the COUNTY.

b. The COUNTY may substitute State or Federal funds for funds appropriated by the Board of Supervisors for payments to be made pursuant to this Contract.

CONTRACTOR will then be bound by the requirements of any State or Federal grant contracts, statutes, regulations, guidelines, or directives associated with the funds.

2. COMPENSATION TO CONTRACTOR

Compensation method shall be Fee for Service.

3. DISALLOWED COSTS

a. CONTRACTOR is liable for any funds expended that are not in accordance with this Contract, including, but not limited to, disallowed costs, violation, and/or default of Contract. CONTRACTOR will repay COUNTY disallowed costs, violation and/or default amounts within ninety (90) days of discovery of these costs. This provision survives the termination of this Contract.

b. If funding under this Contract are from Federal sources, such funds may not be used by CONTRACTOR, either directly or indirectly, as a contribution for the purpose of obtaining any Federal funds under any Federal programs. An indirect use of such funds to match Federal funds is defined as: "the allocation by CONTRACTOR of funds received under this Contract to a non-matching expenditure, thereby releasing or displacing other of its funds for the purpose of matching Federal funds."

4. FINANCIAL RECORDS

a. CONTRACTOR will establish and maintain a system of financial controls and accounting in conformance with Generally Accepted Accounting Principles (GAAP).

b. CONTRACTOR must maintain accurate and complete financial records of all costs and operating expenses in connection with this Contract including, but not limited to subcontracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank Statements, and other official documentation indicating in proper detail the nature and propriety of all costs incurred, and reimbursed by COUNTY.

c. The financial records must show that funds received under this Contract are used for purposes consistent with the terms of this Contract.

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Article III
Reporting, Records, Audit, Evaluations, and Termination

1. INSPECTION AND AUDIT

a. All records, books, reports, and documentation maintained by CONTRACTOR pursuant to this Contract, or related to the CONTRACTOR's activities and expenditures under this Contract, will be open for inspection and audit by Federal, State, and County officials, or their agents, upon demand at reasonable times. Such records must be kept in the State of California for the retention period specified in this Contract. This provision survives the termination of this contract.

b. CONTRACTOR will provide the Federal, State, or County officials, or their agents' reasonable access, through representatives of CONTRACTOR, to facilities, records, clients, and employees that are used in conjunction with the provision of contract services, except where prohibited by Federal or State laws, regulations or rules.

c. CONTRACTOR must submit to COUNTY audited financial reports conducted by an

independent certified public accountant no later than four (4) months after the end of the last month of the contract term, indicating that reported costs are actual, reasonable, necessary, allowable, and computed in accordance with GAAP and provisions stipulated in this Contract. In addition, the CONTRACTOR must submit any management letters or management advisory letters that apply to the CONTRACTOR's agency audit. COUNTY has the discretion to only require an audit report every two (2) years.

d. COUNTY may elect to accept an audit report in accordance with GAAP conducted to meet compliance requirements of other funding entities in the event all of the above provisions are met.

2. REPORTING REQUIREMENTS

a. CONTRACTOR must maintain complete and accurate records of its operation, including any and all records required by COUNTY relating to matters covered by this Contract, including, but not limited to, financial records, supporting documents, client statistical records, personnel and all other pertinent records. COUNTY may receive copies of any and all such records upon request.

b. must submit to COUNTY a compensation claim on forms approved by COUNTY Social Services Agency.

c. CONTRACTOR must assist COUNTY in meeting COUNTY's reporting requirements to the State and other agencies with respect to CONTRACTOR's work hereunder. This cooperation includes assisting COUNTY to prepare evaluations required by the State or Federal governments regarding services provided by CONTRACTOR under this Contract. CONTRACTOR must submit to COUNTY any and all reports that may be required by COUNTY concerning CONTRACTOR's performance under this Contract.

d. Upon COUNTY's request, CONTRACTOR must provide COUNTY evidence of CONTRACTOR's capacity to perform under this Contract, its compliance with applicable statutes and regulations, and its compliance with the terms and conditions of this Contract.

e. All records, books, reports and documentation must be retained in the State of California by CONTRACTOR for four (4) years after termination of this Contract; or until all Federal, State and County audits are completed; or until all disputes, litigation, or claims are resolved; whichever is later. All such records, books, reports and documentation must be transmitted to the COUNTY of Santa Clara, Social Services Agency in the event that CONTRACTOR goes out of business during the period in which records are required to be maintained. This provision survives the termination of this contract.

f. CONTRACTOR must within 30 calendar days advise the COUNTY of 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws, and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.

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g. CONTRACTOR guarantees that it, its employees, contractors, subcontractors or agents are not suspended or debarred from receiving Federal fund as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration (https://www.sam.gov/). CONTRACTOR must within 30 calendar days advise the COUNTY if it, its employees, contractors, subcontractors or agents become suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration during the term of this Contract.

3. RESPONSIBILITY FOR AUDIT EXCEPTIONS

CONTRACTOR accepts responsibility for receiving, replying to, and complying with any audit exceptions by appropriate Federal, State, or County, audit agencies.

4. MONITORING AND EVALUATION

a. COUNTY's Social Services Agency will monitor the work performed and financial operations conducted under this Contract to determine whether CONTRACTOR's operation conforms to County policy, Federal and State statutes and regulations, and to the terms of this Contract.

b. COUNTY may conduct participant interviews to determine program compliance.

c. CONTRACTOR agrees to participate in and cooperate with studies and surveys COUNTY deems necessary to meet its monitoring and evaluation responsibility.

d. CONTRACTOR must furnish all data, Statements, records, information, and reports necessary for COUNTY to monitor, review, and evaluate the performance of the program and its components. Performance evaluations will examine the following five factors: 1) fiscal accountability; 2) completion of work within a given time frame; 3) ability and effort to meet the performance criteria; 4) quality of services; and 5) a recommendation for future contracting with the CONTRACTOR.

e. If, in the course of monitoring and evaluation, COUNTY discovers any practice, procedure or policy of CONTRACTOR that deviates from the terms of this Contract; that violates State or Federal statutes or regulations; that threatens the success of the program carried on pursuant to this Contract, or that jeopardizes the fiscal integrity of said program, COUNTY may impose reasonable funding restrictions upon notice specifying the nature of the restrictions(s), reasons for imposition, the corrective action that must be taken before they will be removed, time allowed for completing the corrective action, and method of requesting reconsideration.

f. CONTRACTOR must respond in writing to any discrepancies, violations, or deficiencies identified by COUNTY within ten (10) days.

5. CORRECTIVE ACTION PROCEDURE

a. Upon receipt by COUNTY of information regarding a failure by CONTRACTOR to comply with any provision of this Contract, COUNTY has the right to forward to CONTRACTOR a notice of COUNTY's intent to consider corrective action to enforce compliance with such provision. Such notice will indicate the nature of the issue, or issues, to be reviewed in determining the need for corrective action. CONTRACTOR may have the opportunity to respond or participate in formulating the corrective

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action recommendation. COUNTY has the right to require the presence of CONTRACTOR's officer(s) or employee(s) at any hearing or meeting called for the purpose of considering corrective action.

b. After issuing such notice, and after considering CONTRACTOR's response, if any, COUNTY may forward to CONTRACTOR a set of specific corrective actions recommended and a timetable for implementing the specified corrective actions recommended. Following implementation of the corrective actions, CONTRACTOR will forward to COUNTY, within the time specified by COUNTY, any verification required by COUNTY regarding the corrective actions.

c. In the event CONTRACTOR does not implement the corrective actions recommended in accordance with the corrective actions timetable, COUNTY may suspend payments hereunder or immediately terminate this Contract without further notice to CONTRACTOR.

6. TERMINATION

a. Termination for Convenience
COUNTY may, by written notice to CONTRACTOR, terminate all or part of this Contract at any time for the convenience of the COUNTY. The notice shall specify the effective date and the scope of the termination.

b. Termination for Cause
COUNTY may, at any time, elect to suspend or terminate this Contract or withhold payments to CONTRACTOR, in whole or in part, for cause, by giving written notice specifying the effective date and scope of such termination. Cause includes, but is not limited to the following:

i. CONTRACTOR failure to comply with any contract provision;
ii. CONTRACTOR fails to meet the performance criteria of this Contract;
iii. COUNTY deems CONTRACTOR's performance unsatisfactory.
iv. Litigation is pending with respect to the CONTRACTOR's performance under this Contract that may jeopardize or adversely affect services;
v. CONTRACTOR is the subject of a voluntary or involuntary proceeding under the Bankruptcy Act;
vi. CONTRACTOR submits to COUNTY any reports that are incorrect or incomplete in any material respect, or fails to file timely reports; or,
vii. CONTRACTOR is suspended or debarred from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.

c. Terminations
In the event of any termination, all finished or unfinished documents, data, studies, reports, and materials (Materials) prepared by the CONTRACTOR under this Contract becomes the property of the COUNTY and will be promptly delivered to the COUNTY. Upon termination, the CONTRACTOR may make and retain a copy of such Materials. CONTRACTOR may be compensated based on the completion of services provided, as solely and reasonably determined by COUNTY.

7. NON-EXCLUSIVE REMEDIES

The remedies listed in this Contract are non-exclusive, and COUNTY retains all other

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rights and remedies it may have under general law, including the right to terminate the Contract immediately without advance notice if CONTRACTOR becomes unable to perform its obligations under this Contract.

Article IV
Statutes, Regulations, and Policies

1. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

a. Compliance with All Laws. CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

b. Compliance with Non-Discrimination and Equal Opportunity Laws: CONTRACTOR shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, CONTRACTOR shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall CONTRACTOR discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

c. Compliance with Wage and Hour Laws: CONTRACTOR shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

d. Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual

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orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

e. Prior Judgments, Decisions or Orders against CONTRACTOR : BY SIGNING THIS CONTRACT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS CONTRACT BY A COURT, ANINVESTIGATORY GOVERNMENT AGENCY, ARBITER, OR ARBITRATION PANEL AND (B) FOUND THAT CONTRACTOR VIOLATED AN APPLICABLE WAGE AND HOUR LAW OR PAY EQUITY LAW. CONTRACTOR FURTHER AFFIRMS THAT IT HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED CONTRACT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

f. Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Contract, CONTRACTOR receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then CONTRACTOR shall promptly satisfy and comply with any such Final Judgment. CONTRACTOR shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. CONTRACTOR shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Contract and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

g. Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Contract concerning access to CONTRACTOR's records, CONTRACTOR shall permit the COUNTY and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the COUNTY's request, CONTRACTOR shall provide the COUNTY with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. COUNTY's access to such records and facilities shall be permitted at any time during CONTRACTOR's normal business hours upon no less than 10 business days' advance notice.

h. Pay Equity Notification: CONTRACTOR shall (1) at least once in the first year of this Contract and annually thereafter, provide each of its employees working in California and each person applying to CONTRACTOR for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of any applicable pay equity Laws, or (2) throughout the term of this Contract,

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continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of CONTRACTOR's Employees and Job Applicants.

i. Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Contract. In the event of such a breach, the COUNTY may, in its discretion, exercise any or all remedies available under this Contract and at law. COUNTY may, among other things, take any or all of the following actions:

   I. Suspend or terminate any or all parts of this Contract.
   II. Withhold payment to CONTRACTOR until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
   III. Offer CONTRACTOR an opportunity to cure the breach.

j. Subcontractors: CONTRACTOR shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Contract. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

k. CONTRACTOR recognizes the mandatory standards and policies relating to energy efficiency in the State energy conservation plan (Title 24, California Administrative Code).

l. For Contracts over $100,000 CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S. Code 1857 (h)), Section 508 of the Clean Water Act (33 U.S. Code 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

m. CONTRACTOR must establish procedures assuring that any person's complaints and grievances against CONTRACTOR regarding the delivery of services under this Contract are promptly addressed and fairly resolved.

2. <u>ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS</u>

CONTRACTOR hereby assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Contract.

3. <u>COUNTY NO-SMOKING POLICY</u>

CONTRACTOR and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

4. <u>FOOD AND BEVERAGE STANDARDS</u>

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a. Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by CONTRACTOR with COUNTY funds for COUNTY-sponsored meetings or events.

b. If food is to be provided, healthier food options must be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low-fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, CONTRACTOR shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the CONTRACTOR should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

c. If beverages are to be provided, beverages that meet the COUNTY's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

5. CONTRACTING PRINCIPLES

CONTRACTOR agrees to comply with the COUNTY's Contracting Principles set forth in the Board Policy Manual. The Contracting Principles require, among other things, that CONTRACTOR be a fiscally responsible entity and treat its employees fairly. CONTRACTOR is also required to (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the COUNTY copies of any financial audits that have been completed during the term of the contract; and (4) upon the COUNTY's request, provide the COUNTY reasonable access, through representatives of the CONTRACTOR, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules. Refer to:
https://boardclerk.sccgov.org/sites/g/files/exjcpb656/files/BOSPolicyCHAP5.pdf

6. THIRD PARTY BENEFICIARIES

This Contract does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

7. MAINTENANCE OF SOFTWARE

If CONTRACTOR is provided with "remote access", defined as the act of connecting to a COUNTY attached information technology system from a non-county attached system through a public network, CONTRACTOR will maintain and use its non-county system,

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hardware, and software in compliance with COUNTY standards and policies set by the COUNTY Information Services Department.

8. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "ELECTRONIC COPY OF A SIGNED CONTRACT" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "ELECTRONICALLY SIGNED CONTRACT" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

9. LIVING WAGE (If Applicable)

Unless otherwise exempted or prohibited by law or County policy, where applicable, CONTRACTORs that contract with the COUNTY to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is $100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If CONTRACTOR and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

a. Suspend, modify, or terminate the Direct Services Contract.

b. Require the CONTRACTOR and/or Subcontractor to comply with an appropriate remediation plan developed by the COUNTY.

c. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a COUNTY contract. By entering into this contract, CONTRACTOR certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

10. COUNTY DATA & CONFIDENTIALITY

a. Definitions: "COUNTY Data" shall mean data and information received by CONTRACTOR from COUNTY. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a CONTRACTOR for use by COUNTY. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed),

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that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to CONTRACTOR, its agents or employees, or any of its affiliates or representatives.

b. CONTRACTOR shall not acquire any ownership interest in County Data (including County Confidential Information). As between CONTRACTOR and COUNTY, all County Confidential Information and/or County Data shall remain the property of the COUNTY. CONTRACTOR shall not, without COUNTY's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Contract.

c. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Contract, CONTRACTOR shall seek and follow COUNTY's direction regarding the proper disposition of County Data.

d. CONTRACTOR shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR's security that materially affects COUNTY or end users. If the initial notification is by phone, CONTRACTOR shall provide a written notice within 5 days of the incident. CONTRACTOR shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Contract. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at CONTRACTOR's sole expense. CONTRACTOR shall not charge COUNTY for any expenses associated with CONTRACTOR's compliance with these obligations.

e. CONTRACTOR shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.

f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.

    I. All applications and records concerning any individual receiving services pursuant to this contract are confidential and are not open to examination for any purpose not directly connected with the administration,

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performance compliance, monitoring or auditing of the program.

II. No person may publish, disclose, use, or permit or cause to be published or disclosed; any confidential information pertaining to services, except as is provided by law.

g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this contract immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 10. survive the termination of this contract.

11. CALIFORNIA PUBLIC RECORDS ACT

a. The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If CONTRACTOR's proprietary information is contained in documents or information submitted to COUNTY, and CONTRACTOR claims that such information falls within one or more CPRA exemptions, CONTRACTOR must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to CONTRACTOR prior to such disclosure. If CONTRACTOR contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara COUNTY before the COUNTY is required to respond to the CPRA request. If CONTRACTOR fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.

b. CONTRACTOR further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the CONTRACTOR.

12. COVID-19 REQUIREMENTS

CONTRACTOR shall comply with all COUNTY requirements in effect relating to COVID-19 for persons who routinely perform services for COUNTY onsite and share airspace with or proximity to other people at a COUNTY facility as part of their services for COUNTY as set forth in a County Health Order (or similar directives) available at https://covid19.sccgov.org/home, and incorporated herein by this reference. CONTRACTOR shall comply with all reasonable requests by COUNTY for documentation demonstrating CONTRACTOR's compliance with this Section.

13. SURVIVAL

All representations, warranties, and covenants contained in this Contract, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Contract, shall survive the termination or expiration of this Contract, including but not

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limited to all terms (1) providing for indemnification of COUNTY; (2) relating to the California Public Records Act; (3) relating to COUNTY Data; and (4) relating to CONTRACTOR's obligations upon termination or expiration of this Contract.

14. LEVINE ACT COMPLIANCE

CONTRACTOR will comply, and will ensure that its agents (as that term is defined under 2 Cal. Code Regs. § 18438.3(a)) and its subcontractors identified in CONTRACTOR's proposal responding to a COUNTY solicitation and/or identified in this Contract ("Subcontractors") comply, with California Government Code section 84308 ("Levine Act") and the applicable regulations of the Fair Political Practices Commission concerning campaign disclosure (2 California Code of Regulations sections 18438.1 – 18438.8), which (1) require a party to a proceeding involving a contract to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than $250 that the party or their agent has made within the prior 12 months, and (2) prohibit a party to a proceeding involving a contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than $250 to any COUNTY officer during the proceeding and for 12 months following the final decision in the proceeding. CONTRACTOR agrees to submit disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at http://www.sccgov.org/levineact, and shall require Subcontractors to do the same. If this Contract is to be considered or voted upon by the COUNTY's Board of Supervisors, CONTRACTOR shall complete the Levine Act CONTRACTOR Form: Identification of Subcontractors and Agents, and if applicable, shall ensure that any Subcontractor completes the Levine Act Subcontractor Form: Identification of Agents, and CONTRACTOR must submit all such forms to the COUNTY as a prerequisite to execution of the Contract.

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Article V
Insurance Requirements

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE $100,000

Indemnity

Notwithstanding any other provision of this Agreement, CONTRACTOR shall indemnify, release, hold harmless, and defend, with counsel approved by County of Santa Clara (hereinafter "COUNTY"), COUNTY and its officers, agents, and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its officers, agents, employees, or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for COUNTY as allowed by law. CONTRACTOR shall reimburse COUNTY for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation or process in which CONTRACTOR contests its obligation to indemnify, defend, and/or hold harmless COUNTY under this Agreement and does not prevail in that contest.

Insurance

Without limiting the CONTRACTOR's indemnification of the COUNTY, the CONTRACTOR shall provide and maintain at its own expense, during the term of this Agreement, or as may

be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the CONTRACTOR shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the CONTRACTOR upon request.

This verification of coverage shall be sent to the requesting COUNTY department, unless otherwise directed. The CONTRACTOR shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified COUNTY insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence - $1,000,000

   b. General aggregate - $2,000,000

   c. Products/Completed Operations aggregate - $2,000,000

   d. Personal Injury - $1,000,000

2. General liability coverage shall include:

   a. Premises and Operations

   b. Products/Completed

   c. Personal Injury liability

   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the COUNTY:

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Additional Insured Endorsement, which shall read:

> "County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the CONTRACTOR shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if CONTRACTOR or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions
The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the CONTRACTOR and any approval of said insurance by the COUNTY or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The COUNTY acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the CONTRACTOR. However, this shall not in any way limit liabilities assumed by the CONTRACTOR under this Agreement. Any self-insurance shall be

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approved in writing by the COUNTY upon satisfactory evidence of financial capacity. CONTRACTORS obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the CONTRACTOR shall require each of its subcontractors of any tier to carry the aforementioned coverages, or CONTRACTOR may insure subcontractors under its own policies.

4. The COUNTY reserves the right to withhold payments to the CONTRACTOR in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds

Before receiving compensation under this Agreement, CONTRACTOR will furnish COUNTY with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the COUNTY cited herein. If such bond is canceled or reduced, CONTRACTOR will notify COUNTY immediately, and COUNTY may withhold further payment to CONTRACTOR until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of COUNTY.

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CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

1. SERVICE DESCRIPTION

This is a contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) for the purpose of providing meals to persons 60 years of age and older at a congregate meal site, which is 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 and may be funded by the Older Americans Act and/or may be funded, in whole or part, by the American Rescue Plan Act of 2021, OARR, CARES, Mello-Granlund Older Californian Act Modernization (MOCA), and/or other state and federal grants to support the Senior Nutrition Program.

Meals will be provided in compliance with the current Senior Nutrition Program Policy and Procedure manual. Unless otherwise approved in advance by County in writing, all meals will be served as Congregate Meals, Indoor or Outdoor Dining. Each participant must be registered with each service model received.

2. TERM OF CONTRACT

The term begins on July 1, 2024, and expires on June 30, 2025, 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 $139,872.00.

4. BUDGET CONTINGENCY

This Contract is contingent upon the appropriation of sufficient funding by COUNTY for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by COUNTY for services covered by this Contract, COUNTY has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of COUNTY) and with no liability occurring to 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: Program Provisions, Exhibit B: Program Plan & Requirements, Exhibit C: Budget, and Exhibit D: Logic Model for the performance of services as outlined in this Contract up to the maximum compensation. These costs will also be in 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.

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4. For Profit Making Organization, 41 CFR Part 1.

ii. 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 CONTRACTOR, and CONTRACTOR will have no claim whatsoever against COUNTY.

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 based 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) working 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 service rendered, as well as payment for participant and guest contributions as outlined in Exhibit B: 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.

ii. Funding for time frames during the year may be allocated to the different funding sources listed in Section 1. 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 current fiscal year Budget for the current funding source. 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 and so long as there are available unreimbursed meals available from the current funding source.

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

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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. If CONTRACTOR is not for profit who has not had a congregate meals contract with the COUNTY in the last five years, 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 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: PROGRAM PLAN & REQUIREMENTS

A written adjustment to the Program Plan & Requirements 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 Program Plan & Requirements begins.

9. ADJUSTMENT TO EXHIBIT D: 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

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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.

10. 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 timely assist in the coordination of and verification of eligibility for mobility management benefits each month.

d. CONTRACTOR must collaborate with other COUNTY-sponsored organizations targeting services to congregate meal participants to implement those services.

11. CONTRACT REPRESENTATIVES

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

12. 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
Jovan D. Grogan, City Manager
1500 Warburton Avenue
Santa Clara, CA 95050

13. COUNTY'S CONTRACT TRANSITION PROCESS

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

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CONTRACTOR: City of Santa Clara

PROGRAM NAME: Senior Nutrition Program – Congregate Meals

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 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, and/or living alone, 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. Client facing 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. Only offer single-use items needed to eat or prevent spillage of the ready-to-eat food. Only provide single-use accessories to participants upon request. Samples of single use items are forks, knives, spoons, and sporks. Compostable serve ware is highly encouraged.

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5. CONGREGATE MEAL SITES

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

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 be 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 current fiscal year 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. NUMBER OF MEALS, SERVING DAYS, AND HOLIDAYS

a. CONTRACTOR will provide the number of meals as specified in current fiscal year 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 current fiscal year Budget, COUNTY may terminate this Contract. Prior to termination, COUNTY and CONTRACTOR may attempt

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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.

b. CONTRACTOR will be paid for the number of meals provided to eligible participants 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 current fiscal year 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 each of its nutrition sites 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

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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;

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.

b. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means (“Scanning Equipment”). If COUNTY provides CONTRACTOR with Scanning Equipment, COUNTY will be considered legal owner and Scanning Equipment must be returned to COUNTY immediately upon termination or expiration of this agreement.

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c. CONTRACTOR agrees to provide information deemed necessary by COUNTY such as providing SNP a Budget Justification workbook with line-item budget, detailed staffing information, and a list of other agency resources being contributed towards the program.

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

e. 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 online to the designated COUNTY staff person on an ongoing basis for new and updated registrations.

f. 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.

g. 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.

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12. PARTICIPANT CONTRIBUTION PRINCIPLES

a. CONTRACTOR will provide meals to eligible individuals regardless of their ability to contribute 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 meal. 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 monthly 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.

b. 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-$9.00 or up to the actual cost of the meal served, as specified in current fiscal year Budget. CONTRACTOR must record the number of guest meals served and keep guest fees separate from participant contributions. CONTRACTOR may keep guest fees received. The cost of providing guest meals may not be included in the quarterly reconciliation.

c. 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 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-thousand dollars ($5,000.00), 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-thousand dollars ($5,000.00) 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-thousand dollars

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($5,000.00) 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.

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. MEAL VERIFICATION AND ERROR RATES

CONTRACTOR must create and provide accurate electronic and paper documentation for the total number of meals provided and invoiced each month.

Paper documentation of the number of monthly meals provided includes both monthly reports, New Client Logs, Guest and Staff meal logs, and daily sign-in sheet for the meals distributed. Monthly reports are submitted to the COUNTY per section 11(d) above. Sign-in sheets are described in the Senior Nutrition Program policies and procedures manual and must be submitted to COUNTY monthly. Sign-in sheets and New Client Logs are verification of the number of meals included on the monthly reports and the total number of signatures and reported meals must match. COUNTY will not reimburse for meals reported on the monthly report for which there is no signature on a sign-in sheet or signatures on the new client log.

Electronic documentation is described in section 11(a) above and includes electronic meal data collected through the use of a scanning device or entry into a COUNTY-provided system. Electronic data report may be accepted by COUNTY as back-up documentation for the monthly report in lieu of a sign-in sheet. COUNTY will not reimburse for meals reported on the monthly report for which there is no electronic documentation unless otherwise verified in a manner acceptable to COUNTY, such as with a new client log.

Electronic data also must be reconcilable to Sourcewise's AssureCare database. If electronic documentation is not reconcilable to Sourcewise's Assurecare database an error rate is created. If CONTRACTOR's electronic data exceeds an error rate of 5%, COUNTY may 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 may withhold 18% (23% - 5%) of CONTRACTOR's invoice for that month. However, if Sourcewise reimburses COUNTY for the meals that create this error rate, then the County will not withhold any percentage of CONTRACTOR's invoice for the error rate but still may withhold payment for the other documentation issues listed in this section.

21. GRIEVANCE POLICY

a. CONTRACTOR must establish a written grievance process for reviewing and attempting to resolve complaints of older individuals receiving services funded

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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:

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 who 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 the 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. Participants shall notify the COUNTY in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and copy of the statement sent to the complainant. The address for mailing is 353 W. Julian Street, 4th Floor, San Jose, CA 95110.

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f. If a participant is dissatisfied with the results of the review, they shall notify Sourcewise in writing within ten working days after statement has been issued to complainant detailing the complaint, resolution and a copy of the statement sent to complainant. The address for mailing is 3100 De La Cruz Boulevard, Suite 310, Santa Clara, CA, 95054.

22. FISCAL YEAR CLOSEOUT SUBMISSION

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 3 of current fiscal year.

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Agency Name: City of Santa Clara
Program: Congregate Meals - Combined Agency Budget

A	B	C	D
Budget	**Annual Units**	**Rate**	**Total**
Per Meal Reimbursement Rate	18,600	$7.52	$139,872.00
Contract Total			**$139,872.00**

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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*	75	248	18,600	$7.52	$139,872.00
Grand Total					**$139,872.00**

Weekly Service Plan	**Mon**	**Tues**	**Weds**	**Thurs**	**Fri**	**Sat**	**Sun**	**Service Days**
Service Start	11:00 AM	11:00 AM	11:00 AM	11:00 AM	11:00 AM	N/A	N/A	
Service End	12:15 PM	12:15 PM	12:15 PM	12:15 PM	12:15 PM	N/A	N/A	
Total Hours	**1.25**	**1.25**	**1.25**	**1.25**	**1.25**	**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	23	22	21	23	21	22	23	20	21	22	22	21	**261**
Unpaid Days Off	1	0	2	1	3	1	2	1	0	1	1	0	**13**
Holidays	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Actual Serving Days	22	22	19	22	18	21	21	19	21	21	21	21	**248**
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1650	1650	1425	1650	1350	1575	1575	1425	1575	1575	1575	1575	**18600**
YTD Budgeted Meals**	1650	3300	4725	6375	7725	9300	10875	12300	13875	15450	17025	18600	

*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

Provide the following information for each staff member who would be assigned to fulfill the terms of contract.

#	Staff Job Title	Activities Staff Person Will Perform
1	Nutrition Meal Server	Maintains safe and sanitary procedures according to the nutritional standards and policies in all areas of food service; cleans equipment and work area; assists site manager in checking the delivery of catered food; serves the prescribed portions for each meal; prepares beverages as necessary; stores kitchen supplies and supervises return of caterer's equipment; keeps record of usage of supplies and notifies Site Manager when inventory is low; performs related tasks as necessary.
2	Nutrition Site Manager	Supervises nutrition staff and volunteers in the performance of their duties; establishes and maintains procedures which adhere to policies and standards of the City of Santa Clara, the Project Council and the County which reflect the intent of the program; orders meals and necessary supplies; assists participants with transportation needs; keeps all necessary records; collects and deposits money received from client contributions; works with Senior Center personnel to coordinate services for clients; maintains high standards of sanitation and safety in the work place; supervises the collection of client contributions in an atmosphere free from embarrassment and harassment; confers with caterers and the County Nutritionist in the delivery of meals of basic nutritional value; performs related tasks as necessary.
3	Volunteer	Assists with dining room set up and clean up; assists with meal service and delivery; assists with preparing and serving catered meals; other duties as assigned.

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Logic Model - **SNP - 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.	By June 30, 2025, City of Santa Clara will have provided 17,856 meals over 248 lunch meal service days to at least 300 unduplicated seniors.	300	18,600	Meals	By June 30, 2025, 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 volunteers on food safety topics.	12	6	Volunteer Trainings	
	Provide training to meal site participants on food safety topics.	300	4	Informational Handouts	

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