

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND THE CITY OF SANTA CLARA

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and the City of Santa Clara (CONTRACTOR) for the provision of the Senior Nutrition Program – Congregate Meals.

This Contract is amended as follows:

Effective July 1, 2025, 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-1: Program Provisions, which is attached hereto and incorporated by this reference.
2. Add Exhibit B-1: Program Plan & Provisions, which is attached hereto and incorporated by this reference.
3. Add Exhibit C-1: Budget, which is attached hereto and incorporated herein by this reference.
4. Add Exhibit D-1: Logic Model, which is attached hereto and incorporated by this reference.
5. **Article IV, Statutes, Regulations, and Policies, 14. LEVINE ACT COMPLIANCE** is revised to read:

14. LEVINE ACT COMPLIANCE

CONTRACTOR will comply, and will ensure that its agents (as that term is defined under California Government Code section 84308(h)) and its subcontractors identified in CONTRACTOR's proposal responding to a County solicitation and/or identified in this Agreement ("Subcontractors") comply, with 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 certain contracts to disclose on the record of the proceeding any contribution, as defined by Government Code section 84308(a)(6), of more than \$500 that the party or their agent has made within the prior 12 months to a member of the County's Board of Supervisors or any Other Elected County Officer ("Elected County Officer"), and (2) prohibit a party to a proceeding involving a covered contract from making a contribution, as defined by Government Code section 84308(a)(6), of more than \$500 to any Elected County Officer during the proceeding and for 12 months following the final decision in the proceeding, as well as prohibit an agent of the party from making a contribution in any amount to any Elected County Officer during the same time periods. CONTRACTOR agrees to submit any disclosures required to be made under the Levine Act at the Office of the Clerk of the Board of Supervisors website at <https://www.sccgov.org/levineact>, and CONTRACTOR shall require Subcontractors to do the same. If this Agreement is of the type subject to the Levine Act and 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 Agreement.

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

CONTRACTOR

Daniel Little, Director
Social Services Agency
Date: _____

Office of City Manager
City of Santa Clara
Date: _____

ATTEST

Daniel Crick, Chief Fiscal Officer
Social Services Agency
Date: _____

Assistant City Clerk
Date: _____

Procurement Department
Date: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

Deputy County Counsel
Date: _____

Office of the City Attorney
Date: _____

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, Pub. 1. 89-73; 42 U.S.C. Section 3001 et seq., and all amendments, rules, and regulations pertaining thereto and may be funded by the Older Americans Act (OAA) and/or may be funded, in whole or part, by the American Rescue Plan Act of 2021 (ARPA), Older Adults Recovery and Resiliency (OARR), Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Modernizing the Older Californians Act (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. DELIVERABLES

a. Invoices

CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by CONTRACTOR.

b. SSA Outcome Measurement Reporting

CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit D-1: Logic Model.

3. TERM OF CONTRACT

The term begins on July 1, 2024, and expires on June 30, 2026, unless terminated earlier or otherwise amended; with three one-year extension options.

4. 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 in FY2024-2025 and \$151,061.76 in FY2025-2026 for a total not to exceed \$290,933.76.

5. 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.

6. COMPENSATION TO CONTRACTOR

a. FEE FOR SERVICE CONTRACT

- i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-1: Program Provisions, Exhibit B-1: Program Plan & Requirements, Exhibit C-1: Budget, and Exhibit D-1: 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.
 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. COMPENSATION

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-1: 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

Exhibit A-1: Program Provisions

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 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.

7. **OUTCOME MEASUREMENT REPORTING**

This contract requires SSA's performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in Exhibit D-1: Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on <https://www.youtube.com/watch?v=Ij2VUO4PhW8>.

CONTRACTOR must submit the report by the fifteenth (15th) working day after each quarter for services performed during the preceding quarter.

8. **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 locked in a safe, pending deposit into the Senior Nutrition Program bank account.

9. 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.

10. ADJUSTMENT TO EXHIBIT B-1: 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.

11. ADJUSTMENT TO EXHIBIT D-1: 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.

12. 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.

13. CRITICAL INCIDENT REPORTING PROVISION

- a. CONTRACTOR shall report and document all major and/or sensitive incidents ("critical incidents") to COUNTY pursuant to the procedures and timing outlined below. COUNTY, in its sole discretion, may require CONTRACTOR to conduct

Exhibit A-1: Program Provisions

all necessary follow-up after reporting critical incidents. If there is any doubt about whether an incident should be reported, the default shall be for CONTRACTOR to report the incident to COUNTY.

- b. A "critical incident" generally refers to an unanticipated and unusual event or occurrence which (1) impacts or poses a risk to the health or safety of the participants, if any, and/or CONTRACTOR's staff; or (2) represents a significant deviation from the standard of care for the participants, if any, served by CONTRACTOR. Critical incidents may include, but are not limited to the following allegations and/or events:
 - i. Boundary violation (e.g., inappropriate contact/communication/or other interaction between a service provider and participants, if any, served by CONTRACTOR).
 - ii. Sexual assault or misconduct.
 - iii. Physical, psychological, or emotional abuse or neglect.
 - iv. Attempted suicide.
 - v. Death.
 - vi. Serious injury or death related to the services provided under the contract.
 - vii. Serious injury or death of any person on property owned, leased, or operated by CONTRACTOR, including but not limited to facilities, parks, sidewalks, roads, and parks.
 - viii. Serious damage to the property of another related to the services provided by CONTRACTOR under this Agreement.
 - ix. Event requiring significant medical intervention (e.g., emergency medical services, inpatient stay, complications from psychotropic medication regimen, overdose, involuntary psychiatric hold under § 5150).
 - x. Notice that the District Attorney's Office will or has filed a criminal charge against participants and their child(ren), if any, served by CONTRACTOR.
 - xi. Notice that the District Attorney's Office will or has filed a criminal charge against any staff member of CONTRACTOR.
 - xii. Use of or possession of a weapon by participants and their child(ren), if any, served by CONTRACTOR or by CONTRACTOR's staff.
 - xiii. Any phone calls made to 911 or law enforcement.
 - xiv. Criminal conduct involving CONTRACTOR personnel.
 - xv. Any other incident outside the realm of normal events that may have an adverse effect on the client, or the integrity and operation of the program.
 - xvi. Any event that has a significant possibility of resulting in a claim or lawsuit against CONTRACTOR that is related to this Agreement.
 - xvii. Any event that has a possibility of receiving public or media attention.
- c. When CONTRACTOR, or an employee or agent of CONTRACTOR, knows or has reason to believe that a critical incident has occurred or may have occurred, CONTRACTOR must notify the COUNTY as soon as possible but no later than twenty-four (24) hours from when the incident occurred. Consistent with federal and state laws and grant requirements, CONTRACTOR must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a CONTRACTOR staff member who can answer questions regarding the incident;

an indication of whether press coverage is likely; an incident description, including date, time, and location of the incident; the names and job titles of CONTRACTOR personnel involved in the incident; and a description of any action taken in response to the incident.

14. 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.

15. 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

16. COUNTY'S CONTRACT TRANSITION PROCESS

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

Exhibit B-1: Program Plan & Requirements

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 Senior Nutrition Program – Congregate Meals 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 and 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. CONTRACTOR will only offer single-use items needed to eat or prevent spillage of the ready-to-eat food and will 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.

Exhibit B-1: Program Plan & Requirements

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 shall ensure 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

Exhibit B-1: Program Plan & Requirements

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 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. **ADVISORY COUNCIL**

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. **SUPPORTIVE SERVICES**

- 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;

Exhibit B-1: Program Plan & Requirements

- 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;
 - 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").

Exhibit B-1: Program Plan & Requirements

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.

- 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.

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 \$5.00 per meal. If CONTRACTOR also provides home delivered meals, the suggested contribution is \$5.00 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.

Exhibit B-1: Program Plan & Requirements

- 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 \$5.00 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 \$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

Exhibit B-1: Program Plan & Requirements

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 (\$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%)

Exhibit B-1: Program Plan & Requirements

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 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.

Exhibit B-1: Program Plan & Requirements

- 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.
- 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.

DRAFT

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	20,088	\$7.52	\$151,061.76
Contract Total			\$151,061.76

DRAFT

Site: Santa Clara Senior Center

A	B
Date	Holiday Name
	07/04/2025 Fourth of July (unpaid)
	09/01/2025 Labor Day (unpaid)
	09/09/2025 Admission Day (unpaid)
	10/13/2025 Indigenous Peoples' Day (unpaid)
	11/11/2025 Veteran's Day (unpaid)
	11/27/2025 Thanksgiving (unpaid)
	11/28/2025 Day After Thanksgiving (unpaid)
	12/25/2025 Christmas Day (unpaid)
	01/01/2026 New Year's Day (unpaid)
	01/19/2026 Martin Luther King Jr. (unpaid)
	02/16/2026 President's Day (unpaid)
	04/03/2026 Spring Holiday (unpaid)
	05/25/2026 Memorial Day (unpaid)
Total Holidays	

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*	81	248	20,088	\$7.52	\$151,061.76
Grand Total					\$151,061.76

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	12:00 PM	12:00 PM	12:00 PM	12:00 PM	12:00 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	23	21	22	23	20	23	22	20	22	22	21	22	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	21	20	22	17	22	20	19	22	21	20	22	248
Budgeted Monthly Meals (Serving Days x # of Daily Meals)	1782	1701	1620	1782	1377	1782	1620	1539	1782	1701	1620	1782	20088
YTD Budgeted Meals**	1782	3483	5103	6885	8262	10044	11664	13203	14985	16686	18306	20088	

*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.

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.

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, 2026, the City of Santa Clara will have provided 20,088 meals during 248 lunch meal service days to at least 300 unduplicated seniors, age 60+. Provide quarterly entertainment to meal site participants to encourage diversity and inclusion. Provide quarterly presentations to meal site participants on topics such as nutrition, exercise, and socialization.	300 300 300	20,088 4 4	Meals Entertainment Presentations	By June 30, 2026, at least 75% of eligible older adult congregate meal participants will have participated in at least one other service offered at the meal site.