

Second Amendment to the Contract Between the County of Santa Clara and City of Santa Clara

This is the Second Amendment to the Contract between the County of Santa Clara (COUNTY) and City of Santa Clara (CONTRACTOR) entered into on July 1, 2016 to provide Senior Nutrition Services.

On May 8, 2018, the Board of Supervisors approved the Delegation of Authority to the County Executive, or designee, to negotiate, execute, amend, and terminate this Contract. The Delegation of Authority for this Contract shall expire on June 30, 2019.

Background

The purpose of this Amendment is to extend the term for an additional one (1) year and augment funds by \$133,517.70. The additional funding is included in the revised Maximum Financial Obligation. The attached Budget Summary reflects the services and fiscal budget for the extended term.

This Contract is amended, effective July 1, 2018, as follows:

- A. Under Exhibit A, **PROGRAM PROVISIONS** on page 1, **1. TERM OF CONTRACT** is revised to read: This term begins on July 1, 2016 and expires on June 30, 2019, unless terminated earlier or otherwise amended.
- B. Under Exhibit A, **PROGRAM PROVISIONS** on page 1, **2. MAXIMUM FINANCIAL OBLIGATION** is revised to read: COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, not to exceed \$158,000.00 in FY 2016-2017, not to exceed \$148,353.00 in FY 2017-2018, and not to exceed \$133,517.70 in FY 2018-2019.
- C. Under Exhibit A, **PROGRAM PROVISIONS** on page 2, **6. ADJUSTMENT TO EXHIBIT B: PROGRAM PLAN AND REQUIREMENTS** and **7. ADJUSTMENT TO EXHIBIT C: BUDGET SUMMARY** are deleted.
- D. Add **20. PEST CONTROL, 21. DATA PRIVACY, AND 22. GRIEVANCE POLICY** to Exhibit B, **PROGRAM PLAN & REQUIREMENTS**:

20. PEST CONTROL

CONTRACTOR is required to follow the pest control requirements in the current SNP Policy 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.

21. DATA PRIVACY

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/i

ndex.html). Upon completion, evidence must be submitted to COUNTY to provide to Sourcewise.

22. 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 your contract with Sourcewise.
 - d. Nothing in this Grievance policy shall be construed as prohibiting older individuals from seeking other available remedies, such as presenting their complaints at an open meeting of CONTRACTOR's governing board.
- E. Replace Exhibit C.1, **BUDGET SUMMARY** with Exhibit C.2, **BUDGET SUMMARY** for FY 2018-2019 which is attached hereto and incorporated herein by this reference.
- F. **Article IV – General Terms, 12. WAGE THEFT PREVENTION** is revised to read:
Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, And Wage Theft Prevention

(1) 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.

(2) 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.

(3) 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.

(4) 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 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.

(5) Prior Judgments, Decisions or Orders against Contractor: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL

JUDGMENTS THAT (A) WERE ISSUED IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT BY A COURT, AN INVESTIGATORY 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 AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH FINAL JUDGMENTS, DECISIONS, DETERMINATIONS, OR ORDERS.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, 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 Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement 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.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement 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 Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement 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 Agreement.
- (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.

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

All other terms and conditions of the agreement remain in full force and effect.

In the event of a conflict between the original Contract and this Amendment, Amendment controls.

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

APPROVED FOR COUNTY

Robert Menicocci, Director
Social Services Agency
Date: _____

DocuSigned by:

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John P. Mills
Deputy County Executive
Date: 9/21/2018

APPROVED FOR CONTRACTOR

Deanna J. Santana, City Manager
City of Santa Clara
Date: _____

ATTEST:

Jennifer Yamaguma
Acting City Clerk
Date: _____

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

CF462666AFD4446...
Michaela Lewis
Deputy County Counsel
Date: _____

APPROVED AS TO FORM

Brian Doyle
City Attorney
Date: _____

County of Santa Clara
Social Services Agency

FY 2018-19

Exhibit C: Budget
Service Plan

Agency Name: City of Santa Clara

Site: Santa Clara Senior Center

A	B	C	D	E	F	G	H	I	J	K	L	M	N
Monthly Service Delivery Plan	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	Jun	Total
Serving Days	21	23	18	22	19	20	21	19	21	21	22	20	247
Non-Working Paid Holidays	1	0	2	1	3	1	2	1	0	1	1	0	13
Monthly Meals	1323	1449	1134	1386	1197	1260	1323	1197	1323	1323	1386	1260	15561

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Service Days
# of Daily Meals	63	63	63	63	63	N/A	N/A	
Service Start	11:30 AM	11:30 AM	11:30 AM	11:30 AM	11:30 AM	N/A	N/A	
Service End	12:30 PM	12:30 PM	12:30 PM	12:30 PM	12:30 PM	N/A	N/A	
Total Hours	1.00	1.00	1.00	1.00	1.00	N/A	N/A	5

Site Preparation Type
Catered

Average # of Daily Meals
63

County of Santa Clara
Social Services Agency

FY 2018-19

Exhibit C: Budget
Cost Reimbursement Budget

Agency Name: City of Santa Clara

Site Location: Santa Clara Senior Center

15,561
Annual Meals

A	B	C	D
Cost Reimbursement Budget			
Personnel Costs	Total Program Cost	Agency Amount	SCC Contract Amount
Salaries	\$ 39,248.00	\$ -	\$ 39,248.00
Fringe/Payroll Taxes	\$ -	\$ -	\$ -
Paid Time Off	\$ -	\$ -	\$ -
Medical Insurance	\$ -	\$ -	\$ -
Subtotal Personnel Costs	\$ 39,248.00	\$ -	\$ 39,248.00
Operating Expenses			
Food Costs @ \$5.20/meal Bateman	\$ 80,917.20	\$ -	\$ 80,917.20
Fiscal	\$ 4,000.00	\$ -	\$ 4,000.00
Staff Mileage @ Federally Approved Rate	\$ 200.00	\$ -	\$ 200.00
Equipment & Repair	\$ 799.60	\$ -	\$ 799.60
Non-Food Items @ \$.54/meal	\$ 8,406.90	\$ -	\$ 8,406.90
Subtotal Operating Expenses	\$ 94,323.70	\$ -	\$ 94,323.70
Grand Total/Contract Amount	\$ 133,571.70	\$ -	\$ 133,571.70
Deductibles			
Maximum CDBG - Claimed at end of FY18-19	\$ -	\$ 24,200.00	\$ (24,200.00)
City of Santa Clara General Fund - Claimed at end of FY18-19	\$ -	\$ 3,445.00	\$ (3,445.00)
Grant Total (after Deductibles)	\$ 133,571.70	\$ 27,645.00	\$ 105,926.70
Unit cost:	\$ 8.58	\$ -	\$ 8.58
Food Cost per Meal:	\$ 5.20	\$ -	\$ 5.20
Food Cost as Percent of Unit Cost (Minimum of 25% for SCC funding):	61%	0%	61%
City/County Contribution Split:	100%	20.70%	79.30%

County of Santa Clara
Social Services Agency

FY 2018-19

Exhibit C: Budget
Staffing Plan

Agency Name: City of Santa Clara

Site Location: Santa Clara Senior Center

63	247	15,561	0	
Average # of Daily Meals	Serving Days	Annual Meals	Annual Paid Time Off (Days)	Fringe/Payroll Tax Rate

A	B	C	D	E	F	G	H
Job Title*	Daily Hours	Hourly Rate	Salaries	Paid Time Off (Holiday, Vacation/ Sick Leave)*	Fringe / Payroll Taxes*	Medical Insurance*	Cost per Employee
Site Manager	5.00	\$19.74	\$ 24,379	\$ -	\$ -	\$ -	\$ 24,379.00
Kitchen Aide 1	4.00	\$15.05	\$ 14,869	\$ -	\$ -	\$ -	\$ 14,869.00
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Total	9.00		\$ 39,248	\$ -	\$ -	\$ -	\$ 39,248.00

*No Fringe Benefits, Vacation, Sick Leave, & Medical budgeted as City of Santa Clara treats personnel as "as-needed employees"

Personnel Detail

County of Santa Clara
Social Services Agency

FY 2018-19

Exhibit C: Budget
Resource Table

Agency Name: City of Santa Clara

Region/Site Location: Santa Clara Senior Center

A	B	C	D	E
Source of Funds	FY19 SCC Funding	% of Total Funding	Matching Amount	Commitment Code
Santa Clara County Senior Nutrition Program (This Contract)	\$133,572	100%		1
Other Funding Sources:				
CDBG Funds		0%	\$ 24,200	2
City of Santa Clara General Fund		0%	\$ 3,445	2
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
		0%	\$ -	
Total Anticipated Funding **	\$ 133,572	100%	\$ 27,645	
Matching Amount		SCC		
\$ 27,645	\$ 133,572			
	21%			
Commitment Code				
1	Firm Commitment-Already have an agreement or letter confirming funding			
2	Anticipated Renewal of Existing Funding-Continuation of current year funding			
3	Anticipated Resource-Projection of previous fees or donations			
4	Application Pending-Application has been submitted, no confirmation at this time			
5	Pre-Application-Not yet submitted			

* The FY19 Anticipated SCC Funding Column ("B") must equal the **Grand Total** of Column "B" in the Budget Detail.

** The **Total Funding Resources** in Column "B" should equal the **Grand Total** of Column "D" in the Budget Detail.