

**FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND PORTUGUESE ORGANIZATION FOR SOCIAL SERVICES AND OPPORTUNITIES**

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and Portuguese Organization for Social Services and Opportunities (CONTRACTOR) entered into on July 1, 2019, for the provision of Home Delivered Meals services. The original contract was approved by the Board on June 18, 2019.

**This Contract is amended as follows:**

Effective upon execution, the parties agree to comply with the provisions contained in the following exhibits, which are attached hereto and incorporated herein by this reference and made a part of the Contract.

1. Replace Exhibit A: Program Provisions with Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
2. Replace Exhibit B: Budget with Exhibit B-1: Budget, which is attached hereto and incorporated by this reference.
3. Add page 31A to Exhibit D: Policy & Procedures Manual, which is attached hereto and incorporated by this reference.

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**

\_\_\_\_\_  
Cindy Chavez, President  
Board of Supervisors  
Date: \_\_\_\_\_

DocuSigned by:  
*Bela Ferreira*  
\_\_\_\_\_  
E0781FC775A6473  
Bela Ferreira, Executive Director  
Portuguese Organization for Social Services and  
Opportunities  
Date: 1/27/2020

Signed and certified that copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

\_\_\_\_\_  
Megan Doyle, Clerk of the Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
*Javier Serrano*  
\_\_\_\_\_  
13FE0EECFBF74C5...  
Javier Serrano, Deputy County Counsel  
Date: 1/27/2020

**Agency:** Portuguese Organization for Social Services and Opportunities  
(CONTRACTOR)  
**Program Name:** Senior Nutrition – Home Delivered Meals Program (PROGRAM)

**1. SERVICE DESCRIPTION**

CONTRACTOR will provide home delivered meals services.

**2. DELIVERABLES**

a. Invoices

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

b. SSA Outcome Measurement Reporting

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

**3. TERM OF CONTRACT**

The term begins on July 1, 2019 and expires on June 30, 2020, unless terminated or otherwise amended, and with four 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 \$104,416.00 in FY2019-20.

**5. BUDGET CONTINGENCY**

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

**6. COMPENSATION TO CONTRACTOR**

a. Fee for Service Contract

i. CONTRACTOR will be paid by COUNTY in accordance with Exhibit A-1 Program Provisions and Exhibit B-1: Budget, 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 the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.

a. Compensation

CONTRACTOR must submit to COUNTY an invoice in a form approved by COUNTY, by the tenth (10th) calendar day of each month for the month just preceding in which services were performed. The CONTRACTOR will get paid on a monthly basis upon receiving an accurate account and invoice for service rendered.

- i. Prior to submittal, invoices submitted on COUNTY-provided form 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. If the invoice is in proper form and the items billed are payable under this Contract, COUNTY will make payment to CONTRACTOR.
- iii. 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.
- iv. 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 C: 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.sccgov.org/sites/ssa/dfcs/Pages/partners\\_training.aspx](https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx).

CONTRACTOR must submit the report by the tenth (10th) calendar day after each quarter for services performed during the preceding quarter.

Quarterly Outcome Reports

CONTRACTOR will submit Quarterly Program Reports no later than October 10, 2019, January 10, 2020, April 10, 2020, and July 10, 2020.

9. **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.

10. **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.

11. **PEST CONTROL**

CONTRACTOR is required to follow any pest control requirements in the current policy and procedure 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.

12. **DATA COLLECTION AND PRIVACY**

- a. CONTRACTOR may be required by COUNTY to collect program data through the use of electronic collection methods. Such methods may include the use of computers, tablets, scanners, or other means. CONTRACTOR must comply with collection requirements as directed by COUNTY. Unless otherwise specified, COUNTY will provide CONTRACTOR with the equipment needed to collect data by electronic means. COUNTY will be considered legal owner of all equipment provided to CONTRACTOR for this purpose. Such equipment is considered Non-Expendable property as described in Section 13 of this Exhibit.
- b. CONTRACTOR must submit a completed and signed Santa Clara Senior Nutrition Program – Monthly Report for the prior month by the fourth (4<sup>th</sup>) working day of the current month to their assigned registered dietitian.
- c. If CONTRACTOR is required to collect program data through the use of electronic collection methods, CONTRACTOR must submit electronic data, information, or any other related documents for the prior month by the fifth (5<sup>th</sup>) working day of every month to the COUNTY.
- d. 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](https://www.aging.ca.gov/ProgramsProviders/Information_Security_and_Privacy/Presentation/index.html)). Upon completion, evidence must be submitted to COUNTY.

**13. 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.

**14. NON-EXPENDABLE PROPERTY**

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

**15. COMPETITIVE BID REQUIREMENTS**

- a. All equipment purchases by the CONTRACTOR exceeding five-hundred dollars (\$500.00) must be procured through a competitive process in compliance with bidding procedures required by the COUNTY unless services or materials can only be obtained only from a single source. Any procurement exceeding ten-thousand dollars (\$10,000.00) must also comply with the requirements of Office of Management and Budget Circular Uniform Guidance.
- b. Unless CONTRACTOR uses the COUNTY's designated vendor, prior to making any equipment purchase that has a value of five-hundred dollars (\$500) or more, CONTRACTOR will submit to COUNTY evidence that it has received a minimum of three (3) bids for such subcontract and justification for selection of the successful bidder or submit documentation to support the use of the sole supplier. A record will be maintained by CONTRACTOR showing the parties solicited and the bids submitted.

**16. OVERTIME WORK**

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

**17. 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.

**18. 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 COUNTY policies and any applicable laws or regulations. 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 the COUNTY 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.
19. **SERVICE PROVIDED**
- a. CONTRACTOR must inform COUNTY of services and activities performed under this Agreement 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.
20. **CONTRACT REPRESENTATIVES**
- a. CONTRACTOR designates its Executive Director 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 Agreement.

- b. COUNTY designates the Senior Nutrition Program, Program Manager as its representative for the purpose of managing the services performed pursuant to this Contract.

**21. 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  
Agency Director  
CC: Senior Nutrition Program Manager  
353 West Julian Street, 4<sup>th</sup> Floor  
San Jose, California 95110-2335
  
- b. To CONTRACTOR: Bela Ferreira  
Executive Director  
1115 E. Santa Clara St., Suite A  
San Jose, CA 95116

**22. COUNTY'S CONTRACT TRANSITION PROCESS**

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

**23. FISCAL YEAR CLOSEOUT SUBMISSION**

Due to fiscal reporting deadlines, CONTRACTOR must submit requested fiscal year-end closeout documents to COUNTY accounting staff by July 6, 2020.

---

Agency Name: Portuguese Organization for Social Services and Opportunities

Program: Home Delivered Meals Pilot

A	B	C	D	E	F
<b>Budget</b>					
<b>Item</b>	<b># of Daily Meals</b>	<b># of Serving Days</b>	<b>Annual total</b>	<b>Rate</b>	<b>Total Contract Amount</b>
Hot Lunch or Dinner Entrée	26	251	6,526	\$16.00	\$104,416.00
<b>Grand Total</b>					<b>\$104,416.00</b>

Weekly Service Plan	Mon	Tues	Weds	Thurs	Fri	Sat	Sun	Weekly Deliveries
Delivery Days	Yes	Yes	Yes	Yes	Yes	No	No	5

\*Only meals delivered to eligible participants which meet dietary requirements will be reimbursed. Meals that are undelivered will not be reimbursed. One meal per day, per participant will be delivered on the days listed above except holidays.



Agency Name: Portuguese Organization for Social Services and Opportunities

Site: 1115 E Santa Clara St., San Jose, CA 95116

26	251	6526	11	8.55%
# of Daily Meals	Serving Days	Annual Meals	Paid Holidays	Payroll Tax Rate

A	B	C	D	E	F	G	H	I	J
Job Title*	Daily Hours	Hourly Rate	Paid Time Off (Days) <i>Do not include Holidays</i>	Salaries	Payroll Taxes	Retirement Contribution	Health Insurance	Other Fringe Benefits	Cost per Employee
Volunteers (in-kind)	2.00	\$23.92	0.00	\$ 12,534	\$ 1,072	\$ -	\$ -	\$ -	\$ 13,606
Site Manager	1.50	\$23.92	22.00	\$ 9,401	\$ 804				\$ 10,205
Kitchen Aide 1	2.00	\$21.92	27.00	\$ 11,486	\$ 982				\$ 12,468
Meal Delivery Staff	1.50	\$23.92	22.00	\$ 9,401	\$ 804				\$ 10,205
Cook	2.00	\$21.92	22.00	\$ 11,486	\$ 982				\$ 12,468
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
				\$ -	\$ -				\$ -
<b>Total</b>	9.00			\$ 54,308	\$ 4,644	\$ -	\$ -	\$ -	\$ 58,952

\*All personnel costs in the Staffing Plan are built into the per meal rate listed on Exhibit B-1: Budget, Service Plan & Budget.

Agency Name: Portuguese Organization for Social Services and Opportunities  
Program: Home Delivered Meals Pilot

A	B	C	D	E
Source of Funds	FY20 SCC Funding	% of Total Funding	Matching Amount	Commitment Code
Santa Clara County Senior Nutrition Program (This Contract)	\$104,416	88.5%		1
Other Funding Sources:				
Volunteer Hours (in-kind)		11.5%	\$ 13,606	3
		0.0%	\$ -	
		0.0%	\$ -	
		0.0%	\$ -	
		0.0%	\$ -	
		0.0%	\$ -	
		0.0%	\$ -	
<b>Total Anticipated Funding **</b>	<b>\$ 104,416</b>	<b>100%</b>	<b>\$ 13,606</b>	<b>\$ 118,022</b>
<b>Matching Amount</b>	<b>SCC Contract Amount</b>	<b>Match Percent (Match/SCC Contract)</b>		
\$ 13,606	\$ 104,416	13%		
<b>Per Meal Match</b>	<b>SCC Rate</b>	<b>Actual Meal Cost</b>		
\$ 2.08	\$16.00	\$ 18.08		
<b>Commitment Code</b>				
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			



## Participant Contributions (effective 2/11/2020)

HDM providers shall request that MOW participants make a voluntary financial contribution (Contribution) to offset the cost of the meals. No eligible MOW participant will be denied participation because of failure or inability to contribute.

1. The suggested Contribution will be determined by the County.
2. The HDM provider shall provide MOW participants with written information regarding suggested contributions, instructions for contributing, and a confidential, pre-addressed contribution envelope.
3. Contribution envelopes shall be addressed as follows:
  - a. For providers receiving OAA funding:
    - i. 353 W. Julian Street, 4th Floor, San Jose, CA 95110.
  - b. For providers receiving no OAA funding:
    - i. To the HDM provider at its mailing address.
4. HDM providers shall not verbally request donations directly from participants. OAA funded providers are prohibited from collecting contributions directly from participants and non-OAA funded providers are strongly discouraged from collecting contributions directly from participants.
5. If an agreement receives OAA funding, the contributions will be retained by the County. If an agreement receives no OAA funding, contributions will be retained by the HDM provider.
6. Contributions received by a provider must be tracked confidentially, without participant information, and reported to the County upon request.
7. Contributions shall be used to increase the size of the program.
8. If a non-participant is provided a MOW meal, the non-participant is considered a guest and must pay a fee equal to the actual cost of the meal served. Unlike participant contributions, guest fees are not confidential and are collected and recorded by the HDM provider.