

Exhibit A-1: Program Provisions

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. CONDITIONAL AMENDMENTS

The County Executive, or designee, received delegation of authority from the Board of Supervisors on June 17, 2025, to negotiate, execute, amend, and terminate the scope of services, the term, new or revised contracting requirements, maximum financial obligation and budget of this Contract through June 30, 2026 based upon the following conditions:

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

4. 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.

5. MAXIMUM FINANCIAL OBLIGATION

Exhibit A-1: Program Provisions

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.

6. **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.

7. **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

Exhibit A-1: Program Provisions

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 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.

8. **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=lj2VUO4PhW8>.

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

9. **PARTICIPANT CONTRIBUTIONS**

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

Exhibit A-1: Program Provisions

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.

10. **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.

11. **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.

12. **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.

13. **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.

Exhibit A-1: Program Provisions

- 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.

14. **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 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.

17. COUNTY'S CONTRACT TRANSITION PROCESS

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