

**COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM**

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and the City of Escondido, a government agency, located at 201 N. Broadway, Escondido, CA 92025 ("Contractor"), with reference to the following facts:

RECITALS

- A. The County, by action of the Board of Supervisors Minute Order No. 3 March 15, 2022 authorized the Director of Purchasing and Contracting, to award a contract for Older Californians Nutrition Program.
- B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Contractor's Proposal, Exhibit B Insurance Requirements, and Exhibit C Payment Schedule. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's employees, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees, subcontractors, and consultants required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee, subcontractor, or consultant shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees subcontractors, or consultants; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

- 1.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services

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rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

- 1.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County. Contractor shall include in its Related Subcontracts and require Related Subcontractors' compliance with the provisions of Articles 3, 7, 8, 9, 10, 11, 13, 14 and 16, and section 4.6.1 of Article 4, hereunder except altered as necessary for proper identification of the contracting parties.
- 1.4.3 Contractor shall provide COR with copies of all Related Subcontracts entered into by Contractor within thirty (30) days after the effective date of the Related Subcontract, or within thirty (30) days of the effective date of this Agreement if such Related Subcontract is already in existence at that time.
- 1.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.
- 1.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.
- 1.6 DVB Participation. If this Agreement resulted from a solicitation containing Disabled Veteran Business ("DVB") requirements and forms, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an Exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such DVB requirements, including meeting the DVB Percent of Utilization on Contractor's DVB Subcontractor Participation Plan. Contractor shall maintain a rate of DVB utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- If in County's determination, Contractor is not in compliance with all DVB requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its DVB requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of DVB underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.
- 1.7 Preferred Vendor. If this Agreement resulted from a solicitation where Contractor claimed Preferred Vendor status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in California Military and Veterans Code § 999 or successor statute) throughout the term of this Agreement.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.
- 2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at <https://www.coveredca.com/> or to 1-800-300-1506.

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- 2.2 Right to Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
- 2.3.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3
DISENTANGLEMENT**

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

3.3.1 No Interruption or Adverse Impact

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Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.1.2 Cost Allocation Plan. Contractor shall submit annually to the County a cost allocation plan in accordance with The Uniform Guidance.

4.1.3 Agreement Budget. The COR may make Administrative Adjustments to the budget as long as the total budget does not exceed the compensation specified on the Signature Page.

4.2 Compensation. For cost-reimbursement Services, the County will reimburse the actual allowable, allocable, necessary, and reasonable costs incurred in accordance with this Agreement (including the established budget), generally accepted accounting principles, good business practices, and the cost principles published by the federal Office of Management and Budget (OMB) ("Allowable Costs"). Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services

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specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

- 4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.
- 4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

- 4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.
- 4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.
 - 4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.
 - 4.3.2.2 Contractor invoices shall include the following language:
 I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.
- 4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.
- 4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.
- 4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors

- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.
- 4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

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- 4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and
- 4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.
- 4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.
- 4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.
- 4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:
- 4.8.1 Missing Information. Contractor has not provided to County any reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.
- 4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County
- 4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.
- 4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.
- 4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.
- 4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.
- 4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 12.
- 4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.
- 4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.
- 4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.
- 4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

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- 4.14 Revenue Sources. Federal or other funding source amounts listed in the Agreement or the budget are preliminary estimates and shall not limit the County's use of specific funding sources that vary from the preliminary estimates, provided that such payments do not exceed the total Agreement amount.
- 4.15 Program Income. Program Income as defined in 2 CFR §200.1 shall be administered in accordance with 2 CFR §200.307 and shall be reported at the end of the Initial Term of the Agreement and each Option Period. All use of Program Income requires written County approval.
- 4.15.1 Unless otherwise required by federal, State, or other funding source requirements, Program Income earned after the period of performance of this Agreement shall be utilized in support of the same or similar goals and objectives, preferably under an agreement between County and Contractor.
- 4.16 Incentive/Bonus/Performance Payments. Contractor shall not use any funds paid under this Agreement for employee incentive or bonus programs or structures, for employees at any level, unless such payments are within Contractor's normal compensation policy and are based upon objective measurements of performance that include compliant and ethical conduct. Contractor agrees to provide information to the County on the formula or criteria used to calculate such payments upon request.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").
- 5.2 County's Agreement Administrator. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.
- 5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.
- 5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements, that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.
- 5.3 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance, with the COR serving as meeting chair. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.
- 6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor
- 6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.
- 6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 15 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

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- 6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

**ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION**

- 7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.
- 7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.
- 7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.
- 7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.
- 7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."
- 7.2 RESERVED
- 7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.
- 7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.
- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:
- 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
- 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
- 7.5.3.2 Improperly submitted claims, or
- 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.3.4 Any breach of any term or condition of the Agreement, or
- 7.5.3.5 Any actions under any warranty, express or implied, or
- 7.5.3.6 Any claim of professional negligence, or

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7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

- 7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

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- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 Byrd Anti-Lobbying Amendment. In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Audit Requirement.
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and
- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and
- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and
- 8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

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- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:
- 8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
 - 8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.
 - 8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.
- 8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.
- 8.15 Clean Air Act and Federal Water Pollution Control Act.
- 8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.
- 8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 8.16 Debarment, Exclusion, Suspension, and Ineligibility.
- 8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:
- 8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and
 - 8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

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- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.
- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.
- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.
- 8.16.3 Debarment and Suspension.
- 8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:
- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.
- 8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records
- 8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these certifications in accordance with the Agreement's provision regarding retention of records
- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide

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to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

- 8.22 Reserved.
- 8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:
- 8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.
- 8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 8.24.1.2 Meeting contract performance requirements; or
 - 8.24.1.3 At a reasonable price.
 - 8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - 8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:
 - 8.24.3.1 For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.
- 8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 8.25.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 - 8.25.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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- 8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:
- 8.26.1 Procure or obtain;
 - 8.26.2 Extend or renew a contract to procure or obtain; or
 - 8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 8.27 Reserved.
- 8.28 FEMA Required Provisions.
- 8.28.1 Access to Records. The following access to records requirements apply to this Agreement:
 - 8.28.1.1 The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 8.28.1.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 8.28.1.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
 - 8.28.1.4 In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
 - 8.28.2 DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 - 8.28.3 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 - 8.28.4 No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.
 - 8.28.5 Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

**ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the

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written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

9.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.

9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;

9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10
INDEMNITY AND INSURANCE

10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines,

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mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

**ARTICLE 11
AUDIT AND INSPECTION**

11.1 Audit and Inspection.

- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
 - 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
 - 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.
- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.
- 11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

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- 11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.
- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.
- 11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.
- 11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.
- 11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

**ARTICLE 12
RECOVERY OF FUNDS**

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

**ARTICLE 13
USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement
- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.

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- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

- 14.1 Recitals. This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, as applicable:
- 14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
- 14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
- 14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
- 14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
- 14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
- 14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
- 14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
- 14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

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- 14.2 Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1 “Breach” of Protected Health Information (PHI) shall have the same meaning given to the term “breach” under HIPAA and “breach” of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
- 14.2.2 “Business Associate,” when applicable, shall mean the Contractor.
- 14.2.3 “County PHI” shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 “County PI/PII” shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 “Covered Entity,” when applicable, shall mean the County.
- 14.2.6 “Security incident” shall have the same meaning as defined by the State Agreements.
- 14.3 Responsibilities of Contractor.
- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
- 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
- 14.3.5.2 Contractor will assist County regarding individual’s access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
- 14.3.6.1 Initial Report.
- 14.3.6.1.1 Contractor shall email County Contracting Officer’s Representative (COR) and HHS Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
- 14.3.6.1.2 Contractor shall email COR and HHS Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
- 14.3.6.1.3 Contractor shall additionally submit an online County “Privacy Incident Report” through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
- 14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County’s “Privacy Incident Report” online form.
- 14.3.6.3 Notification. Contractor will comply with County’s request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

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ARTICLE 15

DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 16

GENERAL PROVISIONS

- 16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected

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thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor

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shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.3 "Availability of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

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Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM

SIGNATURE PAGE

AGREEMENT TERM. The initial term of this Agreement shall begin on April 1, 2024, and end on March 31, 2025 (“Initial Term”).

OPTION TO EXTEND. The County shall have the option to extend the term of this Agreement for three (3) increments of one (1) year (each an “Option Period”), for a total of three (3) years beyond the expiration of the Initial Term, not to exceed March 31, 2028. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed One Million Two Hundred Thirty-One Thousand Ninety-One dollars (\$1,231,091) (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.

COR. The County designates the following individual as the Contracting Officer’s Representative (“COR”)

Alexander Hensley, Administrative Analyst
5560 Overland Avenue, Ste 310
San Diego, CA 92123
Phone: 619-372-6020 and email: Alexander.Hensley@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE. Contractor designates the following individual as the Contractor’s Representative.

Robert Rhoades, Deputy Director
201 N. Broadway
Escondido, CA 92025
Phone: 760-839-5482 and email: rrhoades@escondido.org

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By: **{{ Sig_es_ :signer1:signature:font(size=12)}}**
Name: **{{N_es_ :signer1:fullname }}**
Title: **{{*Ttl1_es_ :signer1:title }}**
Email: **{{Em_es_ :signer1:email }}**
Date: **{{Dte_es_ :signer1:date}}**

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting
By: **{{ Sig_es_ :signer3:signature:font(size=12)}}**
Name: **{{N_es_ :signer3:fullname }}**
Title: **{{*Ttl3_es_ :signer3:title }}**
Date: **{{Dte_es_ :signer3:date}}**

By electronically signing this document, all parties accept the use of electronic signatures.

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EXHIBIT A – STATEMENT OF WORK

1. Scope of Work/Purpose

Contractor shall provide nutritionally sound meals within San Diego County at no cost to older adults aged 60 and older through the Older Californians Nutrition Program (OCNP). The OCNP includes Congregate Meals, Transportation to Congregate Meal Sites, To-Go Meals, and Home Delivered Meals, all of which provide access to nutritious meals, nutrition screening, assessment, and education. Priority shall be given to those with the greatest economic and social need.

2. Background Information

The OCNP is funded through Title III of the Older Americans Act, a federal program administered by state and county governments and operated under rules, policies, and regulations of the California Department of Aging (CDA). The County of San Diego (County) Health and Human Services Agency (HHS), Aging & Independence Services (AIS), as the designated Area Agency on Aging, oversees this program. Nutrition services assist older individuals to live independently by promoting better health and reduced isolation through a program of coordinated congregate meals, home delivered meals, to-go meals, transportation and supportive services. In fiscal year 2022-2023, approximately 1.8 million meals were served through a network of several contracted providers.

Live Well San Diego Vision

The County of San Diego Health and Human Services Agency (HHS) supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHS partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about *Live Well San Diego* can be found on the County's website and a website designated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and
- <http://www.LiveWellSD.org>

A Trauma-Informed System

The County of San Diego Health and Human Services Agency (HHS) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHS shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals - staff, clients, partners, and the community - and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency. Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals;
- Promoting safety;
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness;
- Supporting consumer empowerment, control, choice, and independence;
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency;
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing; and
- Understanding that wellness is possible for everyone.

3. Goals

3.1. Contractor shall support individuals sixty (60) years of age and older to live independently by promoting better health and reduced isolation through the provision of the Older Californians Nutrition Program.

3.2. Congregate Meals:

3.2.1. Contractor shall offer nutritious meals to reduce hunger, food insecurity, and malnutrition.

3.2.2. Contractor shall offer opportunities to socialize, form new friendships, and create informal support networks.

3.3. Transportation to Congregate Meal Sites:

3.3.1. Contractor shall reduce barriers to participation by providing transportation to and from congregate meal sites.

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4. Outcome Objectives

- 4.1. Contractor shall achieve the following outcome objectives:
 - 4.1.1. Eighty five percent (85%) of clients shall rate the quality of meals they receive as good or better.
 - 4.1.2. Seventy five percent (75%) of clients shall report an increase in consumption of fruits, vegetables, and/or whole grains due to their participation in the OCNP.
 - 4.1.3. Eighty five percent (85%) of clients shall report a greater sense of connection with others through their interaction with staff, volunteers and/or other participants.
- 4.2. Objectives shall be based on a customer satisfaction survey and sample size equal to or greater than the average number of daily congregate meals served by the Contractor.

5. Focus Populations and Geographic Service Area

- 5.1. Congregate Meals: Contractor shall provide services to older adults, defined as individuals sixty (60) years of age or older. Individuals under 60 may be eligible for meals if one of the following criteria is met:
 - 5.1.1. Spouse or domestic partner of an older adult participating in the program.
 - 5.1.2. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - 5.1.3. A person with a disability who resides with and accompanies an older individual who participates in the program.
 - 5.1.4. Volunteers at congregate sites, if doing so will not deprive an eligible individual of a meal.
- 5.2. Transportation to Congregate Meal Sites: Contractor shall provide transportation to and from designated meal sites to eligible congregate meal participants.
- 5.3. Contractor shall provide services to eligible individuals regardless of income. Priority shall be given to individuals with the greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), older individuals residing in rural areas and older individuals at risk for institutional care.
- 5.4. Geographic Service Area: Contractor shall provide nutrition services within San Diego County. If providing congregate meal service or transportation services, contractor shall provide services at location(s) identified in the contractor’s site chart and approved by the County.
 - 5.4.1. For congregate meals, site address must be in the following zip codes to qualify as a Rural Area.

91905	Boulevard
91906	Campo
91916	Descanso
91917	Dulzura
91934	Jacumba
91935	Jamul
91962	Pine Valley
91963	Potrero
91980	Tecate
92003	Bonsall
92004	Borrego Springs
92036	Julian
92059	Pala
92061	Pauma Valley
92066	Ranchita
92070	Santa Ysabel
92082	Valley Center
92086	Warner Springs

6. General Requirements for Service Delivery

- 6.1. Contractor shall develop and maintain nutrition policies and procedures, and meet the nutrition and food service standards that apply to the OCNP.
- 6.2. Meals
 - 6.2.1. Contractor shall provide a nutritionally balanced meal, approved by the County’s Registered Dietitian that meets the minimum nutrition requirements.
 - 6.2.2. Each meal shall comply with the most recent Dietary Guidelines for Americans and provide each participant with:

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- 6.2.2.1. A minimum of 33 1/3 percent of the Dietary Reference Intakes (DRIs) per meal if the program provides one meal per day.
- 6.2.2.2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 6.2.3. Contractor shall submit menus to the County's Registered Dietitian four (4) weeks prior to the first of the service month. The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.5.
- 6.2.4. Contractor shall ensure menus reflect the cultural and ethnic dietary needs of participants, when feasible and appropriate.
- 6.2.5. Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 6.2.2 above.
<https://archive.livewellsd.org/content/livewell/home/Topics/worksite-wellness/eat-well.html>
- 6.2.6. Meals shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 6.2.7. Contractor shall document menu substitutions and submit them to the County's Registered Dietitian for review and approval prior to service.
- 6.3. Continuity Plan. To ensure the continuity of meal services to older adults, contractor shall develop and maintain a written emergency operations plan to ensure preparedness and the ability to continue to deliver services in the event of a disaster, emergency, or any situation where the contractor is not able to prepare or distribute meals.
- 6.4. Nutrition Education for Participants
 - 6.4.1. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants. Nutrition education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
 - 6.4.1.1. Nutrition education shall include teaching participants about healthy food choices, balancing food intake and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
 - 6.4.1.2. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
 - 6.4.1.3. The County's Registered Dietitian shall provide input, review and approval of the content of nutrition education prior to presentation or dissemination.
 - 6.4.2. Contractor shall develop and submit an annual nutrition education plan to the County's Registered Dietitian for review and approval no later than ninety (90) days after the effective date of this agreement and no later than ninety (90) days after the start of each contract year.
 - 6.4.3. Contractor shall conduct an annual needs assessment to determine the nutrition education services needed by participants.
- 6.5. Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the OCNP, inclusive of the complainant's rights to privacy. The process shall be posted in a visible and accessible area of each congregate site. Homebound individuals shall be notified of the grievance process in writing.
- 6.6. Possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted caterer or vendor must be kept on file by the Contractor and available upon request. Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
 - 6.6.1. A Limited Service Charitable Feeding Operation registration from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) is required for satellite sites and catered meal sites where no food preparation is taking place.
 - 6.6.2. The County's Registered Dietitian shall conduct announced and unannounced site visits to food preparation and congregate meal sites quarterly for compliance with the above stated regulations.
- 6.7. Contractor shall ensure that each food facility has equipment necessary for preparing, packaging, and serving meals that are safe and of good quality, as applicable to the program.
- 6.8. Voluntary Contribution Policy.
 - 6.8.1. All eligible OCNP participants shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall clearly inform each participant that

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there is no obligation to contribute, and that the contribution is purely voluntary. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)].

- 6.8.2. Contractor shall post and/or provide a suggested contribution amount. When developing this contribution amount, the income ranges of the older individuals in the community and contractor's other sources of income shall be considered. A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site.
- 6.8.3. Contractor shall ensure methods to receive contributions maintain anonymity and protect the privacy and confidentiality of each participant with respect to the participant's contribution or lack of contribution.
- 6.8.4. Contractor shall establish a written policy for voluntary contributions, including procedures to protect contributions and fees from loss, mishandling, and theft.
- 6.8.5. All collected contributions shall be tracked and reported to the COR monthly and shall be solely used to expand nutrition services and to supplement funds received under this agreement.
- 6.9. Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to paid staff and guests under sixty (60) years of age if doing so shall not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal. Contractor shall post the price for guests under sixty (60) years of age.
- 6.10. Staffing/Administration
 - 6.10.1. Contractor shall maintain an adequate number of qualified staff with the appropriate education and experience to carry out the requirements of the OCNP, per Title 22 CCR Section 7636.3. The total number of staff shall be based on the method and level of services provided, and size of the service area.
 - 6.10.2. Notification of staffing and program changes shall be made to the COR within one business day when said changes will affect the delivery of services to the participants.
 - 6.10.3. Contractor shall have a manager on staff who conducts the day-to-day management and administrative functions of the OCNP, and shall either:
 - 6.10.3.1. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor, OR
 - 6.10.3.2. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, OR
 - 6.10.3.3. Two years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
 - 6.10.4. Preference shall be given to hiring older adults subject to the qualifications of the position.
 - 6.10.5. Volunteers shall be recruited and used in any phase of program operations where qualified.
 - 6.10.6. Contractor's staff and/or volunteers providing meal delivery or transportation services shall possess a current and valid driver's license issued by the State of California, and Contractor shall maintain a copy(ies) of said licenses on site for review by COR. Drivers shall maintain the appropriate type of California license for the type and size of the vehicle being driven to transport passengers.
- 6.11. Staff and Volunteer Orientation and Training.
 - 6.11.1. All contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5.
 - 6.11.1.1. A minimum of four (4) hours of staff training shall be provided annually to paid and volunteer staff. At a minimum, training shall include:
 - 6.11.1.1.1. Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Point (HACCP) Principles.
 - 6.11.1.1.2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - 6.11.1.2. Attendance records shall be maintained and on file. Contractor training sessions shall be evaluated by those

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receiving the training through a survey. The survey shall be available to the COR for review upon request.

6.11.1.3. An annual written training plan shall be developed, implemented and maintained on file by the contractor. The training plan shall identify who is to be trained, who will conduct training, duration of training, content, date scheduled and an evaluation survey. The training plan shall be submitted to the Registered Dietitian no later than ninety (90) days after the effective date of this agreement and no later than ninety (90) days after the start of each contract year.

6.11.1.3.1. The County's Registered Dietitian shall review and approve the content of the training prior to presentation.

6.11.1.4. Contractor shall conduct as-needed or additional trainings responsive to monitoring findings in a timely manner after notification of the finding, and submit training documentation to the County's Registered Dietitian.

6.11.2. Contractor shall train staff to identify and report any suspected elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Section 15600 et seq. Suspected incidents of abuse shall be immediately reported to the County at 1-800-339-4661; followed by a written report (within two (2) working days) to Adult Protective Services, 5560 Overland Ave, Ste. 310, San Diego, CA 92123.

6.11.3. Contractor's staff, volunteers and subcontractors handling confidential, sensitive and/or personal identifying information shall complete the required California Department of Aging (CDA) Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this agreement and within thirty (30) days of the start date of any new employee, volunteer or subcontractor. Contractor shall maintain Certificates of Completion on file and provide them to the COR upon request.

6.12. Cultural Competence and Diversity. Contractor shall support the County of San Diego Health and Human Services Agency, Aging & Independence Services through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy to the COR annually.

6.13. Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule must be submitted to the COR at the beginning of each contract year for pre-approval, no later than thirty (30) days after the start of the new contract year. Additional closures will be reviewed on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.

6.14. Funding Components and Fiscal Terms and Conditions: The OCNP is funded by the following components and follow the fiscal terms and conditions listed below:

6.14.1. Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:

6.14.1.1. State of California Title III C Funding Stream. This is the fixed supplemental rate dollar amount for a portion of meal costs. Payments are monthly compensation payments to Contractor for the provision of meals according to Exhibit A and Exhibit C.

6.14.1.2. State of California Title III B Funding Stream (Transportation to Congregate Meal Sites). This is the fixed supplemental rate dollar amount for a portion of Contractor's transportation costs. Payments are monthly compensation payments to Contractor for the provision of transportation (one-way trips) services according to Exhibit A and Exhibit C.

6.14.2. Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor's prior year's performance (i.e., meals served). NSIP funds shall only be used to purchase food to be used in the OCNP and not to meet cost sharing or to match funds for any other federal program.

6.14.3. One-Time-Only (OTO) Funding. OTO funds are based on funds received from the State of California and are one-time monetary awards for increased meal allotment or the purchase of equipment to enhance the delivery of services to the eligible population. The purpose of the OTO funds will be determined by the County. Pending availability of OTO funding, Contractor shall document, in writing, the need for additional service units and/or equipment.

6.14.3.1. Contractor shall obtain written pre-approval from COR prior to starting any procurement process to purchase equipment.

6.14.3.2. Contractor shall procure the goods or services by utilizing competitive measures and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.

6.14.4. Contractor's program income. Program income means revenue generated by the Contractor from contract supported activities and may include:

6.14.4.1. Voluntary contributions received from a participant or other party for services received.

6.14.4.2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

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- 6.14.4.3. Royalties received on patents and copyrights from contract supported activities.
- 6.14.4.4. Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and the CDA.
- 6.14.4.5. Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.
- 6.14.5. Contractor's other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the OCNP. Funding provided by County is only intended to supplement meal cost.
- 6.15. Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety. All Contractor facilities are subject to inspection and approval by the County's Registered Dietitian and Department of Environmental Health.
- 6.16. Contractor shall make available County-supplied SNAP/CalFresh program information to all program participants.
- 6.17. Waitlist. Contractor shall maintain policy and procedures for a waitlist. The policy and procedure shall include: prescreening individuals to determine eligibility, managing applicants' placement on and removal from the waitlist, periodically reviewing the eligibility and identified needs of applicants on the waitlist, and assigning priority for enrollment based on greatest need.
- 6.17.1. A waitlist shall only be implemented when contractor projects to serve over the contracted amount allocated in Exhibit C. Contractor shall provide written notification to the COR within one business day prior to establishing a waitlist and provide the following:
- 6.17.1.1. Justification as to why eligible individuals are being placed on waitlist.
- 6.17.1.2. Justification of the ranking of the eligible individual placement on the waitlist, in accordance with Contractor's established policy.
- 6.18. Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for OCNP costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.). Voluntary contributions for meals served shall not be counted as part of the Contractor's match.
- 6.19. Equipment. Contractor shall maintain an inventory list of County funded equipment. The inventory list shall be made available for the COR upon request.
- 6.19.1. Contractor shall ensure that the CDA inventory process is followed for all Title III funded equipment.
- 6.20. Vehicles. Contractor shall provide their own vehicles to deliver meals and/or transportation services unless vehicles are provided by the County. Vehicles may be provided by the County through this Agreement based on need and the availability of funding but are not guaranteed. Contractor shall comply with all rules and regulations of the State of California Department of Motor Vehicles, the California Code of Regulations, the California Retail Food Code, Exhibit B –Insurance Requirements, Exhibit B-1 – Vehicle Usage Agreement and a separate usage, maintenance, and operations agreement which shall be incorporated herein (if using a vehicle provided by the County).
- 6.21. Sustainable, Equitable, and Local Food Sourcing Program:
- 6.21.1. On January 25, 2022, the San Diego County Board of Supervisors directed implementation of a Sustainable, Equitable, and Local Food Sourcing Program, with the goal of ensuring that food purchased by the County's food service operations is in alignment with the values of sustainability, local sourcing, and equity within San Diego County's food system. Values-based food procurement aligns with identified value areas such as:
- Local Economies - Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
 - Environmental Sustainability - Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics, and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

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- Valued Workforce - Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
- Animal Welfare - Source from producers that provide healthy and humane conditions for farm animals.
- Nutrition - Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

6.21.2. This program relies on the collection and assessment of food procurement data coupled with the implementation of action plans to shift public funding to meet these goals. Organizations contracted to serve more than 100,000 meals annually through the Older Californians Nutrition Program shall partner with the County to develop an annual action plan for values-based food procurement incorporating goals in the value areas defined in Section 6.21.1. County shall offer opportunities for beneficial collaboration and contractor participation is encouraged.

7. Specific Requirements of the Program

7.1. Contractor shall enroll the maximum number of eligible older adults to provide the services listed in Exhibit C.

7.1.1. Congregate Meals: Meals shall be served onsite in a congregate setting a minimum of five (5) days per week that is open and accessible to the public. A lesser delivery frequency must be approved in advance by the County. Contractor may serve more than one (1) meal per day if approved in advance by the County. If the program provides two (2) meals per day, the second meal shall be different from the first meal.

7.1.2. Transportation to Congregate Meal Sites: Contractor shall count each trip to or from a congregate meal site for participation in the meal program as a one-way trip. One trip shall equal one unit of transportation.

7.2. Assessments.

7.2.1. Contractor shall complete an initial client assessment to determine the eligibility of participants and collect all CDA-required client demographic and nutrition assessment data. County will provide sample intake forms with required demographic data to be collected. All assessments shall be made available to the COR and the County's Registered Dietitian upon request.

7.2.2. Congregate Meals:

7.2.2.1. Contractor shall complete a reassessment on an annual basis prior to or on the date of the original assessment.

7.2.3. Transportation to Congregate Meal Sites:

7.2.3.1. Contractor shall complete a reassessment on an annual basis prior to or on the date of the original assessment.

7.3. Meal Service.

7.3.1. Congregate Meals:

7.3.1.1. Contractor shall post congregate dining site location(s), days of service, hours of service and type(s) of meal served (breakfast and/or lunch) on Contractor's website.

7.3.1.2. Contractor shall post monthly menus at each congregate site in a location easily seen by participants. Menus shall be legible and in the language of the majority of the participants. Daily meal(s) shall match the County's Registered Dietitian approved menu.

7.3.1.3. Contractor shall ensure services provided meet the linguistic and cultural needs of the participants, when feasible and appropriate.

7.3.1.4. Contractor shall ensure water is readily available to participants during meal service.

7.3.1.5. Contractor shall have a paid staff member or a trained volunteer responsible for the day-to-day activities at each site and be physically present on site during the time nutrition program activities are taking place.

7.3.1.6. Contractor shall have a clear sign-in process utilized at each meal. Eligible participants under (60) years of age shall be recorded separately or in a way that clearly indicates they are under sixty (60) years of age.

7.3.1.7. Contractor shall ensure that each congregate meal site has equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization. (Title 22 s7638.1(b)(3)).

7.3.1.8. All sites must be ADA accessible and contractor shall ensure that individuals with ADA accessibility requirements are not excluded from, or restricted in, participating in the program. Accommodations shall be made for individuals with ADA accessibility requirements. Americans with Disabilities Act (ADA) regulations and design can be found at <https://www.ada.gov/>.

7.3.2. Transportation to Congregate Meal Sites:

Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT A – STATEMENT OF WORK

- 7.3.2.1. Contractor shall post transportation service locations, days of service, hours of service, and how an individual should request transportation services on Contractor's website.
- 7.3.2.2. Contractor shall ensure that staff and/or volunteers providing transportation services possess a valid Driver's License issued by the State of California, and Contractor shall maintain a copy of the license on site for review by COR. Drivers shall maintain the appropriate type of California license for the size vehicle used to transport food and comply with the State of California, Department of Motor Vehicle requirements.
- 7.3.2.3. Contractor shall have a clear process for documenting a trip to or from a congregate meal site per client, and date and time of service.

8. Data Collection and Reporting Requirements

- 8.1. Contractor shall submit a claim form and a summary of supporting documentation (format approved by the County) to the COR at AIS.Contracts.HHSA@sdcounty.ca.gov on or before the 15th of the following month per the Statement of Work and Exhibit C – Payment Schedule; with the exception of the June invoice, which shall be submitted in accordance with the fiscal year-end deadline communicated by the COR.
 - 8.1.1. Contractor shall track and report all service unit delivery data on an ongoing basis. Service units include daily meal counts per participant, nutrition education provided, and transportation units provided.
 - 8.1.2. Contractor shall provide required data collected through County-approved electronic database software, including all specified data points (service units), assessment and demographic information. Data must be accurately entered no later than the date the invoice is submitted for reimbursement per 8.1. above.
 - 8.1.3. Contractor shall submit specified data, including demographic data, for each participant in accordance with current CDA guidance. Aggregate data will not be accepted. Contractor shall utilize the existing data system, specified by the County, to enter the required data. County will provide sample intake forms with required demographic data to be collected.
 - 8.1.4. Contractor shall report program income, in-kind and cash match monthly and annually.
 - 8.1.5. Contractor's reporting per 8.1. above must satisfy requirements of the California Aging Reporting System (CARS) as specified at: https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/CARS/
- 8.2. Detailed Budget. Contractor shall use the OCNP Detailed Budget Templates to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.
- 8.3. Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract fiscal year for the term of the contract, as requested by the County, in the form and format as provided by COR.
- 8.4. Customer Satisfaction Survey. Contractor shall:
 - 8.4.1. Contractor shall develop and submit an annual customer satisfaction survey ("survey") to the COR for review and approval no later than sixty (60) days after the effective date of this agreement and no later than sixty (60) days after the start of each contract year.
 - 8.4.1.1. The survey shall include, at a minimum, the following:
 - 8.4.1.1.1. Address outcome objectives specified in 2.1.
 - 8.4.1.1.2. A provision for participant comments in every survey.
 - 8.4.1.2. Contractor shall conduct the survey, compile the data, and submit report findings to the COR within sixty (60) days from the survey's initiation.
 - 8.4.1.3. Contractor shall specify the total number of customers who responded to the survey compared to the total number of customers served.
- 8.5. Organizations contracted to serve more than 100,000 meals annually through the Older Californians Nutrition Program shall collect and submit to the County an annual purchasing data/usage report for all food and beverage procurement for County review and approval of completeness, in support of the Sustainable, Equitable, and Local Food Sourcing Program. The annual purchasing data and usage report shall include the following, as applicable:
 - 8.5.1. Time period of purchase
 - 8.5.2. Farm name, manufacturer, and/or brand name
 - 8.5.3. Production location at the city level
 - 8.5.4. Vendor code/SKU
 - 8.5.5. Manufacturer code
 - 8.5.6. Product description
 - 8.5.7. Pack size
 - 8.5.8. Quantity and unit of measurement
 - 8.5.9. Unit price

Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT A – STATEMENT OF WORK

- 8.5.10. Total spend on item
- 8.5.11. Weight, in pounds, per item
- 8.5.12. Total weight, in pounds
- 8.5.13. and any other relevant data requested by the County

9. **Access to reference and resource documents**

9.1. Contractor shall develop and maintain nutrition policies and procedures and meet the nutrition and food service standards that apply to the OCNP. Regulation websites are as follows:

9.1.1. California Code of Regulations – Title 22, Division 1.8:
https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Law_and_Regulations/

9.1.2. California Retail Food Code (CRFC):
https://www.sandiegocounty.gov/content/dam/sdc/deh/fhd/food/pdf/publications_calcode.pdf

9.1.3. California Welfare and Institutions Code:
https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Law_and_Regulations/

9.1.4. Administration for Community Living – Older Americans Act: <https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

9.1.5. California Department of Aging Program Memos: https://aging.ca.gov/Program_Memos/

9.1.6. Occupational Safety and Health Administration (OSHA): <https://www.osha.gov/laws-regs>

9.1.7. Dietary Guidelines for Americans 2020-2025 (DGA): <https://www.dietaryguidelines.gov/resources/2020-2025-dietary-guidelines-online-materials>

9.1.8. Contractor shall comply with all federal, state, and local laws and all applicable regulations, standards and policies and shall keep in effect any and all licenses, permits, notices, and certificates, as required.

9.2. Links to authorizing statutes and Federal and State regulations: California Welfare and Institutions Code; California Code of Regulations (CCR), Title 22, Division 18, California Department of Aging; California Retail Food Code; Older Californians Act; Older Americans Act; Code of Federal Regulations, United States Code, Title 42, chapter 35, Programs for Older Americans can be found on the California Department of Aging website at https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/#pp-laws

9.3. Information about budget requirements can be found at the Federal Office of Management and Budget (OMB) Administrative and Cost Policy Circulars at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

9.4. California Department of Aging (CDA), information for programs and providers and Program Memos at https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/

9.5. CDA provides a Data Dictionary that is to be used in determining a Unit of Service. The Data Dictionary can be downloaded at https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/#pp-planning

9.6. AAA Area Plan 2020-2024 for Senior Services for PSA 23 can be found at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zawwaOZExVnwQ%3d%3d>

9.7. Policies and Procedures are available for viewing at 5560 Overland Avenue, San Diego, CA 92123.

9.8. The County of San Diego identifies Aging & Independence Services as the County's community focal point designed to help older adults connect to services throughout San Diego County. Aging & Independence Services: 5560 Overland Avenue, San Diego, CA 92123; 800-339-4661.

EXHIBIT A-1
OFFEROR'S PROPOSAL

DRAFT

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
 HEALTH AND HUMAN SERVICES AGENCY
 OLDER CALIFORNIANS NUTRITION PROGRAM

PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Proposal

DESCRIPTION

Request for Proposals (RFP) 12715
 Indicate with an "X" the Lot that you are proposing.
 A separate proposal is required for each Lot:

LOT 1: Congregate Meals

- North Inland
- North Coastal
- North Central
- East
- Central
- South

LOT 2: Transportation to Congregate Meal Sites

- North Inland
- North Coastal
- North Central
- East
- Central
- South

LOT 3: To-Go Meals

- North Inland
- North Coastal
- North Central
- East
- Central
- South

LOT 4: Home Delivered Meals

- North Inland
- North Coastal
- North Central
- East
- Central
- South

OLDER CALIFORNIANS NUTRITION PROGRAM

DRAFT

OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)

Please Type or Print Clearly

BUSINESS INFORMATION

City of Escondido
 Company/Organization Name

201 N. Broadway
Escondido, CA 92025
 Address

(760) 839-4692
 Telephone Number

www.escondido.org
 Website Address

() N/A

REPRESENTATIVE AUTHORIZED TO SIGN OFFER

Robert Rhoades
 Authorized Representative Name

Deputy Director
 Authorized Representative Title

rrhoades@escondido.org
 Authorized Representative Email Address

(760) 839-5482
 Authorized Representative Telephone Number

201 N. Broadway
Escondido, CA 92025

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
 HEALTH AND HUMAN SERVICES AGENCY
 OLDER CALIFORNIANS NUTRITION PROGRAM

Fax Number (optional)

Authorized Representative Mailing Address

AUTHORIZED POINT OF CONTACT (POC)
 (if different from Authorized Representative)

Jilaine Hernandez

POC Name

Community Services Supervisor III

POC Title

jahernandez@escondido.org

POC Email Address

(760) 839-4384

POC Telephone Number

*210 E. Park Ave.
 Escondido, CA 92025*

POC Mailing Address

County communications to Offeror regarding this RFP will be sent to the POC. If no POC is provided, such communications will be sent to the Authorized Representative.

SIGNATURE

I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

[Signature]
 Authorized Representative Signature

Date

10/31/23

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed, and returned with the offer (the term "offer" includes a bid, proposal, quote, statement of qualifications, or any other submission to provide goods and/or services).

- 1. **BUSINESS TYPE**
 For-profit Non-profit Government
- 2. **INTERLOCKING DIRECTORATE**
 In accordance with Board of Supervisors Policy A-79, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except as disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors.
List Attached? Yes
- 3. **BUSINESS REPRESENTATION**
 Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:
 - 3.1. Are you a local business with a physical address within the County of San Diego? Yes No
 - 3.2. Are you certified by the State of California as a:
 - Disabled Veteran Business Enterprise (DVBE)
 Certification #: _____
 - Small Business (SB, SB-PW, MB, etc.)
 Certification #: _____
 - 3.3. Are you certified by the federal government as a:
 - Veteran Owned Small Business (VOSB)
 Certification # _____
 - Service Disabled Veteran Owned Small Business (SDVOSB)
 Certification # _____
 - 3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): _____ %

- 4.2.3 Are proposed for debarment by any state, local, or federal department or agency.
- 4.2.4 Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.
- 4.2.5 Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.
- 4.2.6 If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed.
Disclosure Attached? Yes

- 4. **DEBARMENT, SUSPENSION, AND RELATED MATTERS**
 - 4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.
 - 4.1.2. Have within a three (3) year period preceding this certification been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice.
 - 4.2. Except as allowed for in Section 4.2.6, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.2.1 Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification.
 - 4.2.2 Are presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

- 5. **RELATED WORK**
 Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).
Disclosure Attached? Yes
- 6. **CURRENT COST OR PRICING**
 Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.
- 7. **INDEPENDENT PRICING**
 Offeror certifies that in relation to this offer:
 - 7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;
 - 7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
- 8. **ADDITIONAL DISCLOSURES**
 Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

The information furnished in Paragraphs 1 through 8 and in the accompanying offer is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Robert Rhoades Signature: _____ Date: 10/31/23
Title: Deputy Director Company/Organization: City of Escondido

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
HEALTH AND HUMAN SERVICES AGENCY
OLDER CALIFORNIANS NUTRITION PROGRAM

NONDISCLOSURE INDEMNIFICATION AGREEMENT

IF OFFEROR SUBMITS EXHIBIT CONFIDENTIAL/PROPRIETARY, THE FOLLOWING NONDISCLOSURE INDEMNIFICATION AGREEMENT MUST BE COMPLETED, SIGNED AND RETURNED WITH THE OFFER

This indemnification agreement is made and entered into by and between the County of San Diego

("County") and Offeror Company/Organization Name: City of Escondido

("Offeror") with reference to the following facts:

WHEREAS the County may receive a request for disclosure of Offeror’s submission under the California Public Records Act, Government Code Section 6250, et seq.; and

WHEREAS, Offeror has included in its submission an exhibit entitled “EXHIBIT – CONFIDENTIAL/PROPRIETARY” containing records that Offeror has determined to constitute trade secrets or other proprietary information exempt from disclosure under the California Public Records Act; and

WHEREAS the County requires defense and indemnity from Offeror for the County’s ongoing non-disclosure of Offeror’s EXHIBIT-CONFIDENTIAL/PROPRIETARY;

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties agree to the following:

1. The above recitals are incorporated herein by this reference.
2. Except as otherwise provided herein, the County will not release Offeror’s EXHIBIT-CONFIDENTIAL/PROPRIETARY based on Offeror’s representation that the records contained therein are proprietary and exempt from disclosure under the California Public Records Act and/or are trade secrets as that term is defined in Government Code Section 6250, et seq. Notwithstanding the foregoing, however, the County may release Offeror’s EXHIBIT-CONFIDENTIAL/PROPRIETARY in the event of any of the following:
 - a. Offeror fails to comply with the terms and conditions of this indemnification agreement; or
 - b. Offeror provides the County with written notice that some or all of the records may be released; or
 - c. A court of competent jurisdiction orders the County to release the records and the County has exhausted or waived its appeal rights.
3. To the fullest extent allowed by law, the County shall not be liable for, and Offeror shall defend and indemnify County and its Board of Supervisors, officers, directors, employees and agents of County (collectively “County Parties”), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees (whether incurred by County attorneys or attorneys employed by County) and court costs (hereinafter collectively referred to as “Claims”), related to Offeror’s EXHIBIT-CONFIDENTIAL/PROPRIETARY.
4. Offeror waives any and all claims in law or equity and hereby releases the County Parties from any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics’ liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys’ fees and court costs, which arise out of or are in any way connected to Offeror’s EXHIBIT-CONFIDENTIAL/PROPRIETARY.

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR	
Offeror Company/Organization Name:	<u>City of Escondido</u>
Authorized Representative Name:	<u>Robert Rhoades</u>
Authorized Representative Title:	<u>Deputy Director</u>
Signature:	Date: <u>10/31/23</u>

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
HEALTH AND HUMAN SERVICES AGENCY
OLDER CALIFORNIANS NUTRITION PROGRAM

DVB REQUIREMENTS AND FORMS

The County, as a matter of policy, encourages the participation of Disabled Veterans Businesses (DVB) through DVB Subcontractor Participation goals. County of San Diego, Board of Supervisors Policy B-39a Veteran Owned Business (VOB) and Disabled Veterans Business Enterprise (DVBE) Program is found at <https://www.sandiegocounty.gov/content/sdc/cob/ocd.html> . The County DVB program recognizes the State of California DVBE certification, which may be found at <http://www.dgs.ca.gov/PD> and the federal SDVOSB certification, which may be found at <https://www.va.gov/osdbu/verification/> .

For this solicitation:

Bidder/Offeror (Offeror) must meet or exceed a 3% DVB Subcontractor Participation goal or show a good faith effort to do so. Offeror must submit a DVB Subcontractor Participation Summary and DVB Subcontractor Participation Plan based on total pricing/payment schedule of its submittal. Only contractors that will perform a commercially useful function as defined by California Military and Veterans Code Section 999 or successor statute shall be used in the calculation of DVB Subcontractor Participation.

If the DVB Subcontractor Participation Plan does not show that Offeror has met or exceeded the 3% DVB Subcontractor Participation goal, Offeror must provide Documentation of a Good Faith Effort. Offerors are encouraged to submit the Documentation of Good Faith Effort even if they have met or exceeded the 3% DVB Subcontractor Participation goal in the event that all or part of the DVB Subcontractor Participation Plan is determined to be ineligible. County reserves the right to request a Documentation of Good Faith Effort from any Offeror regardless of utilization calculated on the DVB Subcontractor Participation Plan. Offeror's failure to provide adequate evidence of meeting or exceeding the 3% DVB Subcontractor Participation goal or adequate evidence of showing a good effort to do so, either in submitting this DVB form or if the County makes a subsequent request for evidence, may be grounds for disqualification from Contract award.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
 HEALTH AND HUMAN SERVICES AGENCY
 OLDER CALIFORNIANS NUTRITION PROGRAM

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

This DVB Subcontractor Participation Summary is required to document Bidder's/Offeror's (Offeror) compliance with the DVB participation goals set forth in Board Policy B-39a.

All Offerors must complete this section	
Offeror:	CITY of ESCONDIDO
Offeror's Representative:	ROBERT RHODES

Exemptions (complete only if Offeror qualifies for one of the exemptions below)	
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:	
<input checked="" type="checkbox"/>	Government agency
<input type="checkbox"/>	Nonprofit organization
<input type="checkbox"/>	Small Business Enterprise (SBE), pursuant to Board Policy B-53 State of California small/micro business certification #: _____
<input type="checkbox"/>	Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California certification #: _____ <input type="checkbox"/> VOSB - U.S. VA certification #: _____ <input type="checkbox"/> SDVOSB - U.S. VA certification #: _____

DVB Compliance (complete if Offeror claimed no exemption above)	
<input type="checkbox"/>	Offeror will self-perform 100% of the services.
<input type="checkbox"/>	Complete and attach DVB Subcontractor Participation Plan
<input type="checkbox"/>	Complete and attach Documentation of Good Faith Effort (Optional if Offeror has met or exceeded the 3% DVB Subcontractor Participation goal)

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
HEALTH AND HUMAN SERVICES AGENCY
OLDER CALIFORNIANS NUTRITION PROGRAM

DVB SUBCONTRACTOR PARTICIPATION PLAN

Offeror: City of Escondido Offeror Representative: Robert Rhoades

Project Title: _____

ITEM NO.	DESCRIPTION OF WORK, SERVICE OR MATERIAL	NAME, ADDRESS, TELEPHONE NUMBER, CERTIFICATION, AND CERTIFICATION NUMBER OF DVB TO BE USED	DOLLAR AMOUNT TO BE PAID THIS DVB
	N/A	Name: Address: Telephone #: Certification: Certification #:	
	N/A	Name: Address: Telephone #: Certification: Certification #:	
	N/A	Name: Address: Telephone #: Certification: Certification #:	
	N/A	Name: Address: Telephone #: Certification: Certification #:	
	N/A	Name: Address: Telephone #: Certification: Certification #:	
TOTAL AMOUNT TO CERTIFIED DVB			\$

Use additional sheets if necessary. Compute utilization on last sheet.

Sheet ____ of ____ (complete if submitting more than one sheet)

COMPUTATION OF UTILIZATION AND COMPARISON WITH THE SUBCONTRACTOR PARTICIPATION GOAL	
$\frac{\text{Total Amount to Certified DVB}}{\text{Total Bid/Proposal}} \times 100 = \text{Percent of Utilization}$	Goal = 3%
$\text{_____} \times 100 = \text{_____}\%$	Submit Documentation of Good Faith Effort if goal is not met.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
 HEALTH AND HUMAN SERVICES AGENCY
 OLDER CALIFORNIANS NUTRITION PROGRAM

DOCUMENTATION OF GOOD FAITH EFFORT- Page 1 of 2

A. List potential DVBs that the Offeror solicited for participation in this contract along with dates. Use additional sheets if necessary.

	Certified DVB Firm	Certificate (DVBE/SDVOSB)	Date of Contact (Mail, Fax, Telephone, etc.)	Responded (Yes/No)
1.	N/A			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

DRAFT

Sheet ____ of ____ (complete if submitting more than one sheet)

B. DVB Solicitations

Solicitation Sample:

Offeror must attach a sample of the solicitation sent to certified DVB firms. If phone contact was made, document conversation: date, time, contact person, and business opportunities discussed.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP 12715)
 HEALTH AND HUMAN SERVICES AGENCY
 OLDER CALIFORNIANS NUTRITION PROGRAM

DOCUMENTATION OF GOOD FAITH EFFORT- Page 2 of 2

Identification of: (1) All DVBEs that submitted bids/proposals, (2) The qualifying certification (DVBE or SDVOSB), (3) Nature of work/supplies/services offered that are not accepted, (4) Dollar amounts of the DVBEs bids/proposals not accepted, (5) Subcontractors and/or suppliers that will be used instead of the DVBEs, (6) Dollar amounts of these subcontractors and/or suppliers' bids/proposals, and (7) The reason for the bidder/offeror not accepting the DVBE's bid/proposal. Use additional sheets if necessary.

Name of DVBE (1)	Certification (DVBE/SDVOSB) (2)	Nature of Work (3)	DVBE Bids/Offer(\$) (4)	Subcontractor/Supplier to be used (5)	Bid/Proposal Amount Accepted (6)	Reason Not Accepted (7)
N/A						

Sheet ___ of ___ (complete if submitting more than one sheet)

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

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Exhibits enclosed as separate attachments (Cover letter, 1-23b)	

DRAFT

1. Program Design and Approach

1.1. The City of Escondido has read, understands, and accepts the Statement of Work (SOW).

1.1.1. Description of Work to be performed

- i. Prioritizing those seniors with the greatest need is accomplished through the Nutrition Program in-take forms and Participant Information forms as well as through Senior CARES. During FY 22/23, the City of Escondido Senior Nutrition Program served 533 unique individuals. Over 93% of participants were considered low to extremely low income and more than one-third are of Hispanic ethnicity, many with Limited English Proficiency.
- ii. Meals/menus comply with Title 22 sections 7638.5 Nutrition Requirements of Meals. Menus are planned according to the Older Californians Nutrition Program Menu Guidance and OCNP Menu Planning Reference Guide. Menus are submitted by caterer using the Title IIIC template. Menus submitted for approval four (4) weeks prior to implementation. Menus are on a seven (7) week cycle. MenuWorks Nutrition Analysis Reports are submitted. See *Exhibit 1 - MenuWorks Nutrition Analysis Report*
- iii. See *Exhibit 2 – Menu Planning Template*
- iv. Ethnic meals are offered monthly including Asian, Italian, Indian, Cajun and American. See *Exhibit 3 – September Menu*
- v. Under the current contract (#561764) with the County of San Diego, the City of Escondido's meal provider, HumanGood SoCal dba Redwood Terrace, includes the use of locally grown foods when feasible. This requirement shall be included in the agreement between the City and Redwood Terrace.
- vi. For Congregate Meals (Lot 1) – The City of Escondido has had a continuous, active contract with the County of San Diego providing congregate meals with transportation since 1990. This is achieved through a subcontract with Redwood Terrace. The City of Escondido currently has a contract (#561764) with the County of San Diego to provide the services listed in the Statement of Work. The meals are provided in a congregate setting in two dining rooms at the Park Avenue Community Center (PACC). There is no charge to the senior but they are given the opportunity to make a contribution at a suggested amount of \$4.00. No eligible person age 60+ will be denied a meal because of failure or inability to contribute.
- vii. For Transportation (Lot 2) – The City of Escondido contracts with FACT (Facilitated Access to Coordinated Transportation) to provide transportation to and from the congregate meal site, Park Avenue Community Center. The service is offered to Nutrition Program participants living within the City of Escondido city limits or in pockets of County adjacent to the city limits. Participants make arrangements weekly with the Transportation Coordinator. Arrivals at the Park Avenue Community Center begin at 8:00 a.m. and return rides may be scheduled as late as 3:00 pm. There is no charge for seniors 60+ years old, but donations are appreciated. Suggested donation is \$1.00 each way. City of Escondido also utilizes a 6-passenger plus

wheelchair accessible vehicle to transport individuals to and from the congregate meal site at the Park Avenue Community Center. This 2022 Ford Transit 350 van that is equipped with a shift interlock inter motive lift gate to provide access for wheelchairs or electric scooters for individuals that are unable to ride in a standard sedan.

- viii. For To Go Meals (Lot 3) – Not applicable
- ix. For Home Delivered Meals (Lot 4) – Not applicable
- b. The City of Escondido shall complete an initial client assessment to determine the eligibility of participants and collect all CDA-required client demographic and nutrition assessment data using nontechnology-based collection techniques. All assessments are kept confidential and in a locked file cabinet. All assessments shall be made available to the COR and the County's Registered Dietitian upon request. A reassessment will be completed annually.
- c. See *Exhibit 4 – Job Descriptions*
- d. See *Exhibit 5 – Senior Nutrition Program Continuity of Operations*
- e. See *Exhibit 6 – In-service Training Plan*
 - i. The City of Escondido Certified Food Manager will ensure staff cultural competence through in-service training to employees and volunteers wherein the Workplace Diversity trainings shall be approved by the County of San Diego COR.
 - ii. The City of Escondido will conduct as-needed trainings for employees after approval by County of San Diego COR and/or Registered Dietitian. As-needed trainings may include disaster preparedness, anti-bias/harassment, elder abuse, facilitation of socialization, confidentiality, program monitoring/evaluation, and food safety rules as a refresher between recertifications. These trainings shall be conducted through formally designated meetings or as short informational sessions sometimes referred to as 'tailgate talks.'
- f. Client Satisfaction Survey/Nutrition Education Needs Assessment Survey will be completed annually. Nutrition Education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Service for Participants. Nutrition Education shall include teaching participants about healthful food choices, balancing food and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans. The County's Registered Dietitian shall provide input, review and approve the content of nutrition education prior to presentation. A minimum of 4 Nutrition Educations will be provided per contract year. See *Exhibit 7 – Nutrition Education Plan* which includes the approved 2023/2024 nutrition education plan for the City of Escondido congregate meal site.
- g. In compliance with Title 22 CCR 74009(a)(2)-(3) clients may report grievances pertaining to the nutrition program, inclusive of the complainant's rights to privacy are available in the dining room by completing the Grievance Form (see *Exhibit 8 – Grievance Form*). The process is posted in a visible and accessible area. The Grievance policy is submitted annually to the COR for approval.

- h. See *Exhibit 9a – Meal Contribution Workflow (Lot 1) & Exhibit 9b – Transportation Contribution Workflow (Lot 2)*
- i. The City of Escondido has had a continuous, active contract with the County of San Diego providing congregate meals with transportation since 1990. This is achieved through a subcontract with Redwood Terrace and Facilitating Access to Coordinated Transportation Inc. (FACT). We are currently under contract (#9708) with the County of San Diego to provide the services listed in the Statement of Work, and therefore this implementation plan is already in effect.

<u>Scope of Work/Purpose (Lots 1 & 2)</u>	
Start Date:	January 1, 2024
Completion Date:	June 30, 2024 or end of contract extension
Action Required:	<ul style="list-style-type: none"> • Provide nutritionally balanced meals to individuals 60 years and older; the spouse of any older person; a disabled person who lives at home and accompanies an older person who participates in congregate meals. • Provide transportation to and from the PACC. (Transportation, Lot 2) • Provide meals in a congregate setting at the PACC. • Will not charge for meals (Lot 1)/transportation (Lot 2) but will accept donations. • Priority will be given to serving persons with the greatest economic or social needs.
Strategies Employed:	Continue partnership with County of San Diego; Redwood Terrace to provide nutritionally balanced meals (Lot 1); and FACT for transportation services (Lot 2).
Responsibilities:	City of Escondido, Redwood Terrace (subcontractor) [Lot 1], FACT (subcontractor) [Lot 2], County of San Diego
Dependencies:	Continued partnership with County of San Diego; Redwood Terrace to provide nutritionally balanced meals (Lot 1); and FACT for transportation service (Lot 2).
Milestones:	RFP #12715 completed and submitted on 10/31/2023 by 3 p.m.
<u>Goals</u>	
Start Date:	January 1, 2024
Completion Date:	June 30, 2024 or end of contract extension
Action Required:	<ul style="list-style-type: none"> • Assist individuals 60 years and older to live independently through the senior nutrition (Lot 1) and transportation program (Lot 2) to increase nutritional health and reduced isolation by coordinating congregate meals and offering referrals to appropriate supportive services. • Comply with the Regulations/Standards that apply to the Older Californians Nutrition Program
Strategies Employed:	Continue partnership with County of San Diego and Redwood Terrace to provide nutritionally balanced meals (Lot 1) and transportation service (Lot 2).

Responsibilities:	City staff
Dependencies:	Continued outreach to new participants
Milestones:	On-going
<u>Menus (Lot 1)</u>	
Start Date:	January 1, 2024, start of contract
Completion Date:	June 30, 2024 or end of contract extension
Action Required:	<ul style="list-style-type: none"> • The County's Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3(d)(1) and Title 22 CCR 7638.5. • Meals shall comply with Dietary Guidelines for Americans. • Submit menus to County for review and approval four weeks prior to the start of the month. • When feasible, menus shall reflect the cultural and ethnic dietary needs of participants. • Each meal shall contain at least one-third of the current Dietary Reference Intakes (DRI). • Meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards. • Shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods. • Ensure that each food facility has kitchen equipment necessary for preparing meals. • Develop a plan for the continuation of meal service in the event of a disaster, emergency, or other situation where the subcontractor is not able to prepare meals. • Document menu item substitutions and submit to the County's Registered Dietitian for review and approval.
Strategies Employed:	Review awarded contract with subcontractor, Redwood Terrace to ensure continued compliance with new contract.
Responsibilities:	Program Coordinator, Community Services Supervisor III, and Redwood Terrace staff
Dependencies:	Must have menu submitted from Redwood Terrace by appropriate date.
Milestones:	First menu to be submitted for approval to AIS by December 1, 2023 and monthly thereafter.
<u>Congregate Meals (Lot 1)</u>	
Start Date:	January 1, 2024, start of contract
Completion Date:	June 30, 2024 or end of contract extension

Action Required:	<ul style="list-style-type: none"> • Provide the maximum number of meals annually, to eligible seniors in a congregate setting a minimum of five days per week, excluding City recognized holidays; • Complete an initial client assessment to determine the eligibility of participants. All Assessments shall be made available to the Contracting Officer's Representative upon request; • Complete a reassessment on an annual basis prior to or on the date of the original assessment; • Participants shall not be means tested; • A paid staff member or a trained volunteer responsible for day-to-day activities shall be physically present on site during the time nutrition program activities are taking place; • Ensure that the congregate meal site has appropriate furniture, including tables and chairs, necessary for serving meals. Furniture shall be sturdy and appropriate for older individuals; • The congregate nutrition site will be open and accessible to the public; • Ensure that eligible individuals with disabilities are not excluded from, or restricted in, participating in the program; • Congregate meal site will be ADA accessible. Accommodations shall be made for individuals with disabilities; • Post monthly menus at the congregate site.
Strategies Employed:	Continue current practices and level of documentation. Past County audits have shown no discrepancies.
Responsibilities:	Redwood Terrace staff and City Staff
Dependencies:	Redwood Terrace staff and City Staff work together to ensure proper procedures are followed and accurate records are on file.
Milestones:	Meals served Monday through Friday except City recognized holidays beginning January 1, 2024.
<u>Transportation (Lot 2)</u>	
Start Date:	January 1, 2024, start of contract
Completion Date:	June 30, 2024 or end of contract extension
Action Required:	<ul style="list-style-type: none"> • Ensure the transportation services subcontractor will abide by all County transportation service requirements as stated in the statement of work (Exhibit A) of RFP #12715. • Establish internal protocols for monitoring transportation subcontractor • Maintain documentation of one-way trips to/from congregate meal sites. • Post transportation service information on City's website to include days/hours of service, congregate location, and how to request services.
Strategies Employed:	Monitor driver's license expirations and address any issues

Responsibilities:	Program Coordinator, Supervisor III, Senior Service Aide, and FACT staff
Dependencies:	Availability of operable vehicles and licensed drivers (FACT & City)
Milestones:	Check driver's license expirations monthly beginning January 1, 2024
<u>General Requirements for Service Delivery (Lots 1 & 2)</u>	
Start Date:	January 1, 2024
Completion Date:	June 30, 2024 or end of contract extension
Action Required:	<ul style="list-style-type: none"> • Comply with the California Code of Regulations, Title 22 and comply with the Division of Occupational Safety and Health Department of Industrial Relations requirements regarding staff and participant safety; • Possess and maintain a valid health permit with an "A" rating from the County of San Diego Department of Environmental Health. Permit is posted; • Ensure a tobacco-free environment. All City facilities are tobacco-free environments; • Ensure staff are trained in elder abuse awareness and reporting; • Maintain good standing with the County; • Reference AIS on all printed materials; • Provide minimum of 11.11% match for program costs in cash or in-kind contributions; • Employees shall be trained to address cultural competence and diversity; • Attend nutrition manager meetings and/or trainings; • Submit annual budget to COR; • Maintain adequate number of qualified persons to assure the satisfactory implementation of program leadership; planning; provision of nutrition services; outreach and other services; volunteer activities; financial and contract management; data collection for required federal, State and County reports and records. Notification of program changes will be made to the County within 24 hours when said changes will affect the delivery of services to participants; • All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 • Eligible persons shall be given the opportunity to contribute and shall determine for themselves what they are able to contribute; • Establish written procedures to protect contributions; • Contributions are considered program income and shall be used to support nutrition program; • Inform meal participants that there is no obligation to contribute and contributions are purely voluntary; • Serve meals to those under 60 years of age for full price of \$9 if doing so will not deprive a senior of a meal. Price is posted. Fee is considered program income;

	<ul style="list-style-type: none"> • Maintain a system for the collection of data that will accurately reflect the program and financial operations, will meet requirements with respect to confidentiality, and fulfill the information required by the contract; • Have a clear sign-in process utilized at each meal. Non-senior guest shall be recorded separately; • Report all program income and match to the County on a monthly basis; • Agree to holiday requirements per County contract; • Utilize the AIS identified data collection system to register and maintain all client demographic and assessment data for all active clients and track and report all service unit delivery data on an on-going basis; • Maintain and report accurate daily meal counts, nutrition education and transportation units in the County identified data collection system; • Submit monthly reports and a completed report of actual costs expended at the end of the contract fiscal year, as requested by the County; • Provide an annual satisfaction survey and make results available to COR; • Develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the nutrition program, inclusive of complainant's rights to privacy. Process shall be posted in a visible and accessible area.
Strategies Employed:	All items above are currently in practice and will continue with award of new contract.
Responsibilities:	City staff will continue to ensure above requirements are being enforced.
Dependencies:	City staff must ensure that all participants are completing information sheets. Staff will work with volunteers and Senior CARES staff to ensure that all participant information is collected.
Milestones:	Daily. Verify that documentation is completed daily.

j. Equipment and/or vehicles

- i. (Lot 1) Once the meal has been transported to the Park Avenue Community Center, the City has appropriate storage, cooling, and warming equipment to maintain food safety standards in order to be served. All equipment used throughout this process is the property of the County of San Diego. In support of the Senior Nutrition Program, the City of Escondido utilizes the following County owned equipment.
- Serving Carts (3), AIS#23820, AIS# 23811, AIS# 23819
 - Dining Room Chairs (115), no tags
 - Dining Tables, round, 5ft (22), no tags
 - Food Warmer (1), AIS# 21906
 - Ice Dispenser Stand (1), AIS# 23588
 - Refrigerator, Artic Air (1), AIS# 23843

- Refrigerator, Delfield (1), AIS# 21903
- Steam Table, Thermaduke (1), AIS# 21905

The City of Escondido owns the following equipment: Dish machine and ice water dispenser.

(Lot 2) The City of Escondido owns a 2022 Ford Transit 350 van that is equipped with a shift interlock inter motive lift gate to provide access for wheelchairs or electric scooters for individuals that are unable to ride in a standard sedan. The remaining vehicles (sedans) will be provided by FACT owned by the individual subcontractors.

- ii. The City of Escondido currently maintains an agreement with FACT to provide transportation services to ambulatory participants of the congregate nutrition program.
- k. Proposed Facility Sites *See Exhibit 10 – Site Chart*
- i. The Park Avenue Community Center, located at 210 E. Park Avenue, Escondido, California, is owned by the City of Escondido and operated through the Community Services Department. Two dining rooms provide seating for up to 150 people. The dining rooms are decorated with art created by the seniors themselves who attended painting classes provided by City staff.
The Park Avenue Community Center, located at 210 E. Park Avenue, Escondido, California, is owned by the City of Escondido and operated through the Community Services Department. At the front of the facility, outdoor benches located under an awning providing seating for seniors waiting for their ride. Additional seating is located inside the newly-remodeled lobby.
 - ii. Provide a description of each food facility where meals will be prepared including the following:
 1. Not applicable, see item 4
 2. Not applicable, see item 4
 3. Not applicable, see item 4
 4. See information below

HumanGood SoCal
a California nonprofit corporation
dba Redwood Terrace
710 West 13th Avenue
Escondido, CA 92025
760-747-4306

Vendor Resume

Redwood Terrace is a home-and-community based service arm of HumanGood SoCal, a non-profit organization that has been providing residential and senior support services for over 30 years. Redwood Terrace's mission is to enhance independence, dignity and quality of life for older and disabled adults and their families. Established in 1989, Redwood Terrace began providing both social and

adult day care and case management services to community dwelling seniors and disabled adults. Over time, Terrace's various programs have evolved as community needs have changed. Our spectrum of services include: senior transportation, senior nutrition program, in-home care, outpatient rehabilitation, residential services, memory care, educational forums, and family care and family care giver support groups. Our menu of services contributes to senior wellness and enables them to lead more satisfying lives while remaining independent and at home, near family and friends. Redwood Terrace serves the greater North County San Diego.

The agreement between Redwood Terrace expires June 2026. See *Exhibit 11a – Redwood Terrace Agreement* and *Exhibit 11c - Redwood Terrace Food Safety Certifications*.

- iii. Not applicable
 - iv. Transportation Services (Lot 2)
 - 1. The ADA vehicle used is owned by the City of Escondido, the contract provider of transportation services to and from the congregate meal site, Park Avenue Community Center. The vehicles used are as follows:
 - 2022 Ford Transit Van
 - 6-passenger seats with 1 wheelchair or electric scooter accessible space
 - Equipped with Shift Interlock Inter Motive lift gate to provide access for wheelchairs or electric scooters
- The City also subcontracts with FACT to provide additional transportation services for ambulatory individuals that do not require the use of special transportation equipment. These vehicles (sedans & SUVs) are owned by the individual subcontractors of FACT.

1.2. Subcontractor Information

- 1.2.1. HumanGood SoCal (Lot 1)
 - a California nonprofit corporation
 - dba Redwood Terrace
 - 710 West 13th Avenue
 - Escondido, CA 92025

Redwood Terrace will provide nutritionally balanced meals to seniors at the Park Avenue Community Center. Established in 1989, Redwood Terrace began providing both social and adult day care and case management services to community dwelling seniors and disabled adults. Over time, Terrace's various programs have evolved as community needs have changed. Their spectrum of services include: senior transportation, senior nutrition program, in-home care, outpatient rehabilitation, residential services, memory care, educational forums, and family care and family care giver support groups. Redwood Terrace serves the greater North County San Diego.

- Full Access & Coordinated Transportation, inc. (Lot 2)
 - a California nonprofit corporation
 - dba Facilitating Access to Coordinated Transportation

516 Civic Center Drive
Oceanside, CA 92054

FACT will provide transportation to individuals within the City of Escondido and County residents with Escondido addresses covering zip codes 92025, 92026, 92027, and 92029. FACT is a nonprofit established in 2006, and based in downtown Oceanside. FACT offers low cost, curb to curb, door-to-door specialized transportation solutions for seniors, persons with disabilities or other clients as well as Cities and agencies that offer mobility services to clients.

1.2.2. Subcontractor services and program requirements

(Lot 1) Redwood Terrace will provide the City of Escondido with nutritionally balanced meals. The prepared meals will be delivered to the Park Avenue Community Center. Redwood Terrace and the City of Escondido will collaborate in the creation of the menus that will meet the standards of Title III of the Older Americans Act, and Nutritional Guidelines of the County of San Diego Aging and Independent Services. Redwood Terrace will fully comply with all requirements of the California Department of Aging Program Manual.

(Lot 2) FACT will provide the City of Escondido curb-to-curb transportation service for individuals over sixty-years of age to and from the Park Avenue Community Center, Monday through Friday, excluding recognized holidays. The City shall provide FACT with a list of Seniors that have qualified to utilize the transportation services updated on a monthly basis or sooner as may be necessary. FACT shall use any combination of sedans and vans that are capable of transporting Seniors and will pursue vendors with paratransit/ADA vehicles that will accommodate Seniors' mobility and accessibility needs (e.g., wheelchairs, walkers, scooters, etc.) and notify the City once acquired for use as a part of the service. FACT shall pick-up Seniors and drop them off at the Park Avenue Community Center between the hours of 8 a.m. and 10:45 a.m. ("Morning Drop-Offs"); and FACT shall pick up Seniors from the Park Avenue Community Center and return them to their respective homes beginning at 12 p.m. ("Return Service").

1.2.3. Subcontractor monitoring and evaluation

(Lot 1) Meal assessments shall be conducted by the City of Escondido on an on-going basis. Redwood Terrace will work with the City staff to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by City staff documenting the quality of food and service received. Redwood will be inspected by the County Nutrition manager annually.

(Lot 2) FACT will provide the City of Escondido with daily rider logs that include serviced Seniors' names and how many one-way trips each Senior was provided per day. These logs are due to the City staff no later than 2 p.m. the following business day.

1.2.4. Agreement with Subcontractor

See Exhibit 11a – Redwood Terrace Agreement (Lot 1)

See Exhibit 11b - FACT Agreement (Lot 2)

1.2.5. Not Applicable

1.3. See *Exhibit 12 – Linguistic and Cultural Diversity Plan*

1.4. The City of Escondido will conduct an annual Client Satisfaction Survey regarding the meal and transportation services with program participants. The results shall provide direct feedback to the City regarding the quality of the meals/transportation, staff interactions, and achievement of program goals. This information shall be provided to the County Nutrition Manager and COR for review. Furthermore, an anonymous suggestion drop box (secured) and grievance form are available at all times.

2. Organizational Capability, Experience, and Qualifications

2.1. Since 1976, the City of Escondido has been providing Nutrition Services to seniors, ages 60+, and continuously maintained a contract with the County of San Diego. The City is currently under contract #561764 since 2020, previously, the City held contract #547766 since 2014.

2.1.1. See contracts listed below

2.1.1.1. Focus population

Reference 1: FACT

FACT focuses on low and extremely low-income seniors that can no longer afford a vehicle. Outside of the City contract, FACT offers ride for seniors to appointments and shopping at low or no cost to the senior regardless of ability to pay.

Reference 2: Redwood Terrace

Overall, the relationship with Redwood Terrace has met the needs of the Escondido senior population through nutritionally rich and balanced meals. Festive holiday meals are specially prepared to include traditional foods during the holiday season including but not limited to turkey for Thanksgiving, corn beef and cabbage for St. Patrick's Day, and enchiladas for Cinco de Mayo.

Reference 3: California Center for the Arts

Due to the inability of Redwood Terrace to provide meals outside of their community during the pandemic, The California Center for the Arts Escondido conference catering center was able to provide the City of Escondido To Go meals, up to 160 per day for 18-months following as closely to the nutritional guidelines as possible.

2.1.1.2. See below detailed information requested

FACT (Facilitated Access to Coordinate Transportation)

Arun Prem, Executive Director, aprem@factsd.org

516 Civic Center Drive, Oceanside CA, 92054, 760-754-1252

Provides door to door transportation for participants of the Nutrition Program, serving seniors ages 60+

Contract July 7, 2023 – June 30, 2024, \$157,660.

Previous contract: November, 2019 – March, 2020 and July, 2021 – July, 2023

(no contract during COVID)

Human Good SoCal dba Redwood Terrace

710 W 13th Avenue, Escondido, CA 92025, 760-747-4309

Michael Kevorkian, Executive Director LPC, Michael.Kevorkian@HumanGood.org

Provides daily meals including delivery, serving seniors ages 60+

Contract term: July 1, 2023 – June 30, 2024, \$248,860.

Previous contracts: 2001 – 2020 and 2021-2023 (no contract during COVID)
Previous contracts included transportation until October, 2019

Aging & Independence Services
5560 Overland Ave, Suite 310 San Diego, CA 92123-1222, 800-510-2020
Alexander Hensley, Administrative Analyst I (Contracting Officer Representative)
Alexander.Hensley@sdcounty.ca.gov
Senior Nutrition and Transportation Program (now Older Californians Nutrition Programs) serving seniors ages 60+Contract Number 561764
Contract term: July 1, 2023 – December 31, 2023 \$104,250.
Continuous previous contracts date back to 1976

- 2.1.1. As a government agency, the City of Escondido frequently collaborates with similar public agencies such as the Escondido Unified School District (EUSD), County of San Diego- Health & Human Services Agency (HHSA) and Aging and Independent Services (AIS), and Senior Service Council Escondido (SSCE). Yearly, the City partners with EUSD to provide after school care and programs to elementary-aged children in Escondido. This past year Supervisor Jim Desmond's office connected the City of Escondido, HHSA, and AIS to create a pilot program for older adults in the North County area. The team created a six-month program where the Live Well Mobile came every other month to the Park Avenue Community Center to provide specific outreach services. The seniors received valuable resources and were able to speak to representatives regarding their needs and hardships. The Senior Service Council of Escondido is a non-profit that partners with the City to provide tax preparation, legal aid, computer classes, taxi vouchers, notary service, health screenings, and support groups.
- 2.1.2. The City of Escondido operates under a Council-Manager structure. The City Council is comprised of a Mayor and five Council members representing 5 different Districts. The City Council appoints the City Manager and City Attorney.

The City Manager serves as the City's chief executive officer and is responsible for overseeing the daily operations of City departments. The City Manager is required to prepare and submit to the City Council an annual proposed budget. Budget hearings are held and a final budget is adopted before July 1, which is the start of the new fiscal year. The legal level of budgetary control is at the fund level. The City Manager is authorized to transfer budgeted amounts between departments within a fund with notification to the Council.

The Finance Department management staff includes a Finance Manager, who supervises the City's day-to-day accounting and budget operations.

The Community Services Department is comprised of Recreation, Older Adult Services Division and Senior Nutrition. In 1958, the City's Older Adults Division began offering programs and activities for seniors in the community. In 1976, the Division began offering a Senior Nutrition Program at the Escondido Joslyn Senior Center (now housed at the Park Avenue Community Center). In 1983, the City completed construction of a 3,800 square foot Nutrition Building which was necessary to serve the growing senior population. In 2007, attendance justified the designation of an adjoining room as an extension of the main dining room. These rooms are still

used in conjunction on a daily basis in order to service the large number of diners each day. The City's dedication to the Senior Nutrition Program has been continuous for 47 years.

The City of Escondido is currently a contractor for congregate meal and transportation services with the County of San Diego for the Senior Nutrition Program.

2.1.3.1. *See Exhibit 13a – Org Chart.*

2.1.3.2. *See Exhibit 13b - Senior Nutrition Org Chart*

2.2. References

Reference #1

Redwood Terrace
710 West 13th Avenue
Escondido, CA 92025
760-747-4306
Michael Kevorkian, Executive Director
Michael.Kevorkian@HumanGood.org

Redwood Terrace is a full-service senior community offering a range of independent living, assisted living, skilled nursing, and memory care options that has held a meal contract with the City of Escondido for over 20 years. The City has a current meal contract with Redwood Senior Homes and Services to prepare and deliver meals to the Park Avenue Community Center.

Reference #2

Full Access & Coordinated Transportation, Inc. (FACT)
516 Civic Center Drive
Oceanside, CA 92054
760-754-1252
Arun Prem, Executive Director
aprem@factsd.org

Full Access & Coordinated Transportation, Inc. (FACT) is a low cost, curb to curb, door-to-door specialized transportation solutions for seniors, persons with disabilities or other clients as well as Cities and agencies that offer mobility services to clients. The City has worked with FACT for the past 4 years has a current contract to provide transportation services to and from the congregate meal site, Park Avenue Community Center.

Reference #3

California Center for the Arts, Escondido
340 N Escondido Blvd.
Escondido, CA 92025
760-839-4138
Karen Cleland, Director of Conference Sales
kcleland@escondido.org

California Center for the Arts, Escondido (CCA) has a mission of bringing people together to discover, create, and celebrate both the visual and performing arts and the cultural center of the North County San Diego. The Center's unique campus includes a 1,500-seat concert hall, a 400-seat

theater, a contemporary art museum, art and dance studios, and a full-service conference center with meeting and banquet facilities ready to host corporate gatherings, weddings and other special life events. The Center's activities are guided by a Board of Trustees and an administration and staff who are dedicated to furthering arts entertainment and arts education in the community, by sustaining and expanding programs that provide cultural enrichment for residents of North County and beyond. The City contracted with the CCAE when the pandemic occurred. They assisted in providing healthy, nutritious to go meals for seniors.

- 2.2.1. See above information, 2.2
- 2.2.2. See above information, 2.2
- 2.2.3. See above information, 2.2
- 2.2.4. Provide a summary narrative of the applicable work:

Reference #1

The City of Escondido has contracted with Redwood Senior Homes and Services since 2001 for the provision of meals and transportation services. The general terms of the previous contracts have been for a single year with up to four one-year extensions. This allowed the City of Escondido to maintain an ongoing relationship that kept costs controlled with a no more than 6% annual cost adjustment increase in the terms of the agreement. A new agreement was entered into for fiscal year 2021/22 that totaled \$197,737.00 for transportation and meal service with options for four one-year extensions which also stipulates that the cumulative total of Renewal Period will not exceed the Consumer Price Index for all Urban Consumers (CPI-U), San Diego-Carlsbad, CA Region, Food Away From Home, index base period, (1982-84=100), annual average.

Over the years, minor issues have developed concerning menu preparation and meal service. When such issues arise, the Senior Nutrition Program Coordinator contacts the company's Food Services Director to resolve such concerns. For example, the City did not receive the right amount of fruit prior to starting meal service. The Program Coordinator contacted the company and additional fruit was promptly delivered. Furthermore, the Program Coordinator and Food Services Director take a proactive approach in meeting quarterly to discuss successes and challenges.

Overall, the relationship that the City has with Redwood Senior Homes and Services has met the needs of the Escondido senior population through nutritionally rich meals and independent living with access to transportation services that further reduces instances of isolation and loneliness.

Reference #2

The City of Escondido has contracted with Full Access & Coordinated Transportation, Inc. (FACT) to provide curb to curb transportation for Escondido older adults enrolled in the transportation program at the Park Avenue Community Center (PACC). The general terms of the current contract is for a single year with up to four one-year extensions. This allows the City of Escondido to maintain an ongoing relationship with FACT. A new agreement was entered into for fiscal year 2022/23 that totaled \$157,660.00 for transportation. FACT maintains a database of all transportation services in the County. The FACT Mobility Coordinators work alongside the PACC Transportation Coordinator to assist seniors with identifying the travel times and options to suit their ability and needs. Rides are monitored by the coordinators and a confirmation report of the completed rides are provided at the end of the day.

The past few years, the City and FACT have been working together to reduce issues with transportation. The issues have been due to confirmations of pickups within a certain time period and communication of cancellations. The City hired a transportation coordinator to work specifically with FACT to help reduce communication errors. With quarterly meetings and specific coordinators working with PACC clients, problems and cancellations, issues have reduced dramatically.

Reference #3

The City of Escondido contracted with CCAE from March 2020 through July 2021. The program's service was completed within the original contract fee and term, objectives, and results. This was a quick partnership assisted the City during this unpredictable event so that meals could continue to be provided to seniors in the Escondido community.

3. Organizational Stability and Risk

3.1. The accounts of the City are organized on the basis of funds, each fund is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures. Fund accounting segregates funds according to their intended purpose. The City has designated a specific department number within the general fund to record and maintain all transactions related the Senior Nutrition and Transportation Program. The City financial statements are audited annually by an independent auditor.

The City of Escondido utilizes Oracle's PeopleSoft Financial Management System for segregating, supporting, controlling, and accounting of all funds, property, expenses, revenues, and assets for each County contract distinct from other contractor activities. This system is in accordance with generally accepted accounting principles and OMB Circulars. All financial tracking of funds received through this contract will be accounted for and tracked within PeopleSoft as they have with all past and current County contracts.

3.1.1. See *Exhibit 14 - FY 2022-23 Financial Status Report*

3.1.2. Annual Audit Report

3.1.2.2. The Annual Comprehensive Financial Report for Fiscal Year 2022-23 is pending completion and is expected to be available by end of December 2023. At this time, the Financial Status Report is available. See *Exhibit 14 – FY 2022-23 Financial Status Report*. The audited Annual Comprehensive Financial Report for 2021-22 has been submitted for audit and is pending the Independent Auditors Report and Statement of Findings and Questioned costs which are expected to be available at the end of November 2023. See *Exhibit 15 – FY 2021-2022*. The audited Annual Comprehensive Financial Report is available for Fiscal Year 2020-21. See *Exhibit 16 – FY 2020-20201 and Exhibit 17 – Audited Report FY 2020-2021*.

3.1.2.3. See *Exhibit 17 – Audited Report FY 2020-2021*.

3.1.2.4. See *Exhibit 17 – Audited Report FY 2020-2021*.

3.1.2.5. Not applicable.

3.1.3. See *Exhibits 14 - FY 2022-23 Financial Status Report and Exhibit 15 – FY 2021-2022*.

3.1.4. Not Applicable.

3.1.5. See *Exhibit 14 – FY 2022-2023*.

3.1.6. The City of Escondido utilizes Oracle's PeopleSoft Financial Management System for segregating, supporting, controlling, and accounting of all funds, property, expenses, revenues, and assets for each County contract distinct from other contractor activities. This system is in accordance with generally accepted accounting principles and OMB Circulars. All financial tracking of funds received through this contract will be accounted for and tracked within PeopleSoft as they have with all past and current County contracts.

3.2. See *Exhibits 18 – AIS Audits FY 2020-21, Exhibits 19 – AIS Audits FY 2021-22, Exhibit 20 – AIS Audits FY 2022-23*

3.2.1. See corrective actions listed below

County Registered Dietitian/Nutrition Annual Assessment Report FY 20-21 Corrective Actions:

REVIEW ELEMENT	ACTION TO BE TAKEN	DUE DATE	DATE COMPLETED
#13	Add all nutrition education sessions into Q. Let me know when this is completed.	5/12/21	5/6/21
#22	Document alternative meal delivery/service plan. Submit plan.	5/12/21	5/7/21
#34	What is the # of people on COVID-19 wait list? Estimate length of time on the waiting list.	5/12/21	5/6/21
#39	Submit safe food handling instructions that accompany the to-go and HDMs	5/12/21	5/6/21

County Registered Dietitian/Nutrition Annual Assessment Report FY 21-22 Corrective Actions:

REVIEW ELEMENT	ACTION TO BE TAKEN	DUE DATE	DATE COMPLETED
#22	Document disaster plan to continue to serve meals, as feasible. Example provided in email	06/09/22	06/09/22
#41	Provide documentation of participant contribution policy (send workflow)	06/09/22	06/09/22

3.2.2. Not Applicable

3.2.3. Not Applicable

3.3. See *Exhibit 21 – No Pending Litigation*

4. Performance Mapping and Metrics

4.1. Data tracking, monitoring, and reporting are key components to achieve established program outcomes. The City of Escondido will employ a number of techniques and strategies for such collection including, but not limited to, Client Intake and Assessment Forms, Participation Information Sheet, and Senior Cares Demographics Information Forms. Clients are required to complete an initial client assessment to determine the eligibility of participants and collect all CDA-required client demographic and nutrition assessment data. A reassessment is completed annually. Clients also complete an annual Client Satisfaction Survey/Nutrition Education Needs Assessment Survey. Confidential suggestion and grievance forms are also available at all times. Data is reported to AIS on the monthly invoice. All of this information is kept confidential in locking files and only accessible by the Program Coordinator, Program Supervisor, and privacy official for review and further assessment.

5. Pricing

5.1. See *Exhibit 22 – Pricing Schedule*

5.1.1. Pricing must be fully burdened and remain firm and fixed for the duration of this contract. The fully burdened pricing shall include all staffing, operational, and overhead expenses incurred to meet the service delivery requirements of the program as described in the SOW.

5.1.2. See *Exhibit 23a – Nutrition Budget* and *Exhibit 23b – Transportation Budget*

6. Acceptance of Terms and Conditions and Insurance

6.1. The Terms and Conditions have been provided as part of the RFP. Offeror should respond to these documents including Terms and Conditions and Definitions in RFP, in accordance with the procedures and format set forth below.

Confirm (YES/NO) Offeror's acceptance of the proposed County standard terms and conditions and insurance requirements as presented in the RFP.

Yes No

6.2. **Byrd Anti-Lobbying Amendment certification:** Confirm (YES/NO)

Offeror certifies that it and its subcontractors have not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. List as a disclosure any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Offeror or Offeror's subcontractors.

Yes No

Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. **Automobile Liability** covering all owned, non-owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. **Sexual Abuse or Molestation (SAM) Liability:** If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. Coverage to include actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. Additional Insured Endorsement
The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).
- B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).

Attachment "2"
COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors’ Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys’ fees, incurred by County as a result of subcontractor’s failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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**COUNTY CONTRACT NUMBER 570894
AGREEMENT WITH THE CITY OF ESCONDIDO FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT C – PRICING SCHEDULE**

1. COMPENSATION: The compensation listed below is not designed to fully fund the program. These rates are subject to availability of funding from the State of California, California Department of Aging (CDA). A completed report of actual costs (closeout report) expended shall be submitted at the end of the fiscal year.

1.1. Contractor shall monitor the spend of each service category monthly. Contractor shall not invoice more than 8.5% of the service category annual contract maximum without prior notification to the COR. If this occurs, contractor shall assess remaining funding and service levels, and implement their waitlist policy and procedures as appropriate.

2. PRICING:

2.1 Pricing is effective for the term of the contract and shall be adjusted as needed via bilateral amendment upon County adjustments to the rates.

Item	Description	Supplemental Rate
1	Congregate Meals*	\$6.83
2	Congregate Meals - Rural*	\$7.40
3	Congregate Meals Incentive Payment	\$0.65
4	Transportation (one-way trip)*	\$7.21

* Contractor shall provide a minimum 11.11% match for costs in cash or in-kind contributions per Exhibit A, 6.18.

3. COST REIMBURSEMENT:

3.1. Contractor may be reimbursed at cost for items purchased under this agreement in accordance with Exhibit A, Statement of Work section 6.14.2 and 6.14.3 for One-Time-Only Funds and Nutrition Infrastructure Funds.

3.2. All expenditures must be approved in advance by the County.

3.2.1. Contractor shall document purchases made during the billing period and provide the invoice for reimbursement. Information provided shall include:

3.2.1.1. Description of item purchased.

3.2.1.2. Total Price of items(s) purchased.

3.2.1.3. Date of items(s) purchased.

4. PRICING SUMMARY

Service Category	Initial Term: 4/1/24 – 3/31/25	County Option 1: 4/1/25 – 3/31/26	County Option 2: 4/1/26 – 3/31/27	County Option 3: 4/1/27 – 3/31/28	Total Contract Maximum
Congregate Meals	\$215,910.20	\$215,910.20	\$215,910.20	\$215,910.20	
Transportation	\$77,817.53	\$77,817.53	\$77,817.53	\$77,817.53	
Infrastructure* (4/1/24-9/30/24)	\$56,180.00				
Total Annual Contract Maximum	\$349,907.73	\$293,727.73	\$293,727.73	\$293,727.73	\$1,231,090.92

* Contractor shall obtain written pre-approval from COR prior to using infrastructure funds.