



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

**WORKFORCE DEVELOPMENT, AGING AND COMMUNITY
SERVICES**

AND

[Name of Contractor]

FOR

GREAT PLATES DELIVERED PROGRAM

MASTER AGREEMENT NUMBER GPDP-19-XX

MASTER AGREEMENT PERIOD MAY 2020 - JUNE 2020

RECITALS

This agreement for services ("Master Agreement") is made and entered into this **May 21, 2020** by and between the parties identified below:

**County of Los Angeles through its Department of
Workforce Development, Aging and
Community Services** ("County")

County's Business
Address:

**3175 West Sixth Street
Los Angeles, Ca 90020**

and

[NAME OF CONTRACTOR]
("Contractor")

Contractor's Business Address:
**[RESTAURANT ADDRESS]
[CITY], Ca [ZIP CODE]**

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency related to COVID-19, and on March 19, 2020, the Governor issued Executive Order (EO) N-33-20 requiring all residents in the State of California to stay home or at their place of residence. EO N-33-20 further stated that the supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. The purpose of the FEMA EFP is to ensure that Older Adults age 65 and over or individuals who have been exposed to or contracted COVID-19, but do not need hospitalization, or are high-risk with underlying health conditions have regular access to prepared meals during this pandemic;

WHEREAS, County may operate programs which are determined to serve public purposes and County may contract with agencies for the provision of such services; and

WHEREAS, County and Contractor agree to engage contractually whereby Contractor shall provide FEMA EFP Services as specified in Exhibit A (Statement of Work) and elsewhere herein in exchange for County's reimbursement to Contractor for those Services;

WHEREAS, Contractor warrants that it possesses and shall maintain the competence, expertise and personnel necessary to provide such FEMA EFP Services within County's

jurisdictional boundaries, excluding the City of Los Angeles throughout the term of this Master Agreement unless specified by the County; and

WHEREAS, Contractor further warrants that throughout the entirety of this Master Agreement, Contractor shall establish and implement written administrative, management, and personnel policies and procedures to govern the management and administration of the FEMA EFP in order to ensure that all goals and objectives are achieved as contracted; and

NOW therefore, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

Section 1. Statement of Work

- A. Contractor shall perform and provide the services set forth in the Statement of Work (Exhibit A) and by this reference incorporated herein upon execution of this Master Agreement through June 10th, 2020 and can be extended upon the availability of Federal Funds. The rights and obligations of the parties to this Agreement shall be subject to and governed by said Statement of Work as well as by the general provisions herein. County reserves the right to update this Statement of Work and these procedures at any time upon written notification to Contractor.
- B. Contractor acknowledges that this Master Agreement includes Performance Requirements and Standards which are provided in Exhibit A (Statement of Work). These Requirements will be used to measure Contractor's performance of the Master Agreement and the Work. Contractor shall adhere to the Performance Requirements, Standards and the corresponding Acceptable Quality Level identified in Exhibit A (Statement Work).

Section 2. Administration of Contract

- A. County Administration: A listing of all County Administration is provided in Exhibit B (County's Administration).
- B. Contractor Administration: A listing of all Contractor's administration is provided in Exhibit C (Contractor's Administration).

Section 3. Compensation to Contractor

- A. During the term of this Agreement, Contractor will have the opportunity to prepare and deliver meals for Older Adults in the County of Los Angeles ("the Services"). Contractor understands that County is not guaranteeing that any specific amount, nor minimum, of meal preparation opportunities will be made available, and is contingent upon availability of funds.

- B. Contractor will prepare and provide three (3) different meals (breakfast, lunch, and dinner) per day, Monday through Thursday, and nine (9) different meals (breakfast, lunch, dinner), Friday, which equates to a total of twenty-one (21) meals per week for each Client, for which County shall pay up to \$66 per day, which shall include all of Contractor's costs for performance under this agreement, including, but not limited to, supplies and labor for food sourcing, food preparation, delivery, recipe creation and meal planning, microwaveable and freezer-safe packaging for individual meals, thermally insulated boxes, disposable ice bags, labeling, and facilitating pick-up by delivery drivers. Any additional costs shall be Contractor's sole responsibility.
- C. Contractor is entitled to receive payment for goods received by, or services provided to County specific to the Master Agreement unit rate amount. Under no circumstances will Contractor be entitled to or paid for expenditures beyond the Master Agreement amounts.
- D. Invoices shall include the Master Agreement/Work Order number. Invoices must state if they cover, as the case may be, complete or partial delivery, and must show units and daily rate. The invoice shall include the number of meals ordered, the number of meals prepared, the temperatures of the meals when picked up by delivery drivers, and the number of meals reported as picked up by delivery drivers during the week prior. Invoices will not be paid unless and until the requirements have been fully met. No charges for transportation, containers, packing, unloading, etc, shall be allowed unless specified herein.
- E. Warranties: Contractor shall, at no cost to County, promptly correct any and all defects in items/services provided hereunder. Contractor shall also reimburse County for any costs incurred as a result of defect(s). The term of this warranty shall be as set forth in the Master Agreement, or if no term is shown, ninety (90) days from the date of County's acceptance of the item/service. Contractor warrants that items may be shipped, sold and used in a customary manner without violation of any law, ordinance, rule or regulation of any government or administrative body.

Section 4. Term of Master Agreement

- A. The term of the Master Agreement is upon execution of this Master Agreement through June 10, 2020 and can be extended upon the availability of Federal Funds through County of Los Angeles Department of Workforce Development, Aging and Community Services (WDACS).
- B. Unless stated otherwise and communicated in writing (e.g., via email), Contractor will be responsible for continuing to prepare meals for the Older Adults to which it has been assigned throughout the duration of the Program.

Section 5. Communications

- A. All forms of written communications (including but not limited to letters (i.e., allocation letters, etc.), notices, directives, e-mails, etc.) provided to Contractor pertaining to Program Services, operations, funding, budgeting, and the like are hereby incorporated by reference and shall form a part of this Master Agreement. Contractor shall comply with all directions and instructions issued by County through these forms of communication.

Section 6. Record Retention, Inspection and Audit Settlement

- A. Contractor and any Subcontractor(s), per section 7 below, shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Master Agreement in accordance with Generally Accepted Accounting Principles. Contractor and Subcontractor shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/sign-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Master Agreement. Contractor shall ensure that the security and integrity of all records are maintained throughout the entire term of this Master Agreement and during the authorized retention period as outlined below.
- B. Contractor and Subcontractor(s) shall maintain books, records, documents and other accounting procedures and practices which reflect all costs of any nature, including cost of raw food, and labor cost expended in the performance of this Agreement. Contractor's and Subcontractor(s)' recipes shall be available for review. The Subcontractor shall supply raw food cost and labor cost to Contractor as needed.
- C. These records shall be subject to audit or inspection by duly authorized County, State or Federal personnel.
- D. Contractor and Subcontractor(s) shall maintain all books, records and other documents relative to this Agreement throughout the entire term of this Master Agreement and until an audit of this Master Agreement by County and/or its duly authorized representative(s) has occurred and a written audit resolution has been issued or unless otherwise authorized in writing by County; or, for such longer period, if any, as required by applicable statute, by any other provision of this Master Agreement or as County deems necessary.
- E. After the authorized retention period has expired, Contractor shall dispose of, shred or destroy all confidential records in a manner that will maintain confidentiality.
- F. Contractor agrees that County and any of its duly-authorized representatives (which may include State authorities, Federal agencies (including, but not limited to, Comptroller of the United States, Office of the Inspector General and General Accounting Office) and/or any of their duly authorized representatives), shall have

both access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement, any books, documents, papers and records of Contractor that are directly pertinent to this Master Agreement (as determined by County and its duly authorized representatives). The rights of access which are outlined in this Master Agreement shall not be limited to the authorized retention period but shall last as long as the records are retained.

- G. In the event of any litigation, claim, negotiation, audit exception or other action involving the records, Contractor shall maintain all records relative to such action and shall make them available to County and/or its duly authorized representatives until every action has been cleared to the satisfaction of County and/or its duly authorized representatives, and such clearance must be evidenced to Contractor in writing.
- H. County reserves the right to take physical custody of Contractor's records when any of the following situations occur: in the event that a potential litigation may be levied against Contractor for its Work performed under this Master Agreement; when County determines that Contractor is at high risk of ceasing operations during any time within the Master Agreement term or prior to the end of the retention period; when County determines that the records have long-term value; and/or, in the event that County and Contractor terminate the contractual relationship. For purposes of this Master Agreement, high risk is determined by County using criteria which includes but is not limited to the following: history of unsatisfactory contractual performance; financial instability or insolvency; documented evidence of an inadequate management system and lack of internal controls; non-conformance to the terms and conditions of previous awards; non-responsible; and/or history of disallowed costs.
- I. Monitoring Reviews: Contractor shall provide the Services herein under the general supervision of County's Department Head and his/her authorized administrators. County shall supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services to be provided by Contractor as well as the criteria for determining the persons to be served (Clients). Contractor shall extend to County and to representatives authorized by County (including, but not limited to, State and Federal representatives) the right to observe, review and monitor Contractor's facilities, programs, records, procedures, performance, activities, or documents, which are used under this Master Agreement. Contractor shall provide County (or other designated authorities) the right to conduct such reviews at any time during County's business hours. County (or other designated authorities) shall not unreasonably interfere with Contractor's performance. The requirements of this Subparagraph shall also Subcontractor(s) providing Services on behalf of Contractor.

Section 7. Subcontractor(s)

- A. Contractor shall not delegate the requirements of this Master Agreement to a third-party ("Subcontractor") without the advance written approval of County. Any attempt by Contractor to enter into a subcontract with a Subcontractor for that purpose without the prior written consent of County shall be deemed a material breach of this Master Agreement. Contractor shall provide a draft copy of the proposed subcontract to County's Contract Manager for review prior to executing the subcontract.
- B. If Contractor desires to enter into a subcontract with a Subcontractor for the purpose of delegating any of the requirements of this Master Agreement, Contractor shall complete Exhibit D (List of Subcontractors) and at County's request shall promptly provide the following information either on or along with Exhibit D:
- i. Subcontractor's name and contact information; a description of the Work to be performed by Subcontractor; Master Agreement number; and Master Agreement amount.
 - ii. A draft copy of the proposed award.
 - iii. Other pertinent information and/or certifications requested by County.
- C. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) was Contractor's employee.
- D. Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to grant through a subcontract with a Subcontractor, notwithstanding County's approval of Contractor's proposed subcontract, as further discussed in 7(F) below.
- E. County's consent to allow Contractor to enter into a subcontract with a third-party shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Master Agreement. Contractor is responsible for notifying its Subcontractor(s) of this County right.
- F. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontracts and Subcontractor employees. After County's approval of the subcontract, Contractor shall forward a copy of the fully executed subcontract to County's Contract Manager within five (5) days of its execution.
- G. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractor(s) and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to allow Contractor to enter into such subcontracts with Subcontractor(s).

- H. Contractor shall obtain current valid certificates of insurance, which establish that each Subcontractor maintains all the programs of insurance required by County.
- I. Amending a subcontract may be initiated by either Contractor or County. When an amendment is initiated by County, County shall outline the reason(s) for the amendment and Contractor shall comply with County's request. All subcontract amendments are subject to review and must be approved in writing by County before they are executed. Contractor shall provide a draft copy of the proposed amendment to County's Contract Manager and shall allow County up to thirty (30) days to complete its review process. After County's approval of Contractor's amendment, Contractor shall forward a copy of the fully executed amendment to County's Contract Manager within five (5) days of its execution.
- J. Contractor shall adhere to all applicable Federal, State and/or County requirements for the procurement of Subcontractor(s) and/or vendor services using Master Agreement Sums.
- K. In the event County approves Contractor's request to delegate any part of the requirements of this Master Agreement through a subcontract with Subcontractor, all applicable provisions and requirements of this Master Agreement shall be made applicable. To this end, Contractor shall include the following provision in the Subcontractor(s) award: This agreement is a subcontract under the terms of a prime Master Agreement (identified as Master Agreement Number ([Master Agreement Number]) with County of Los Angeles Workforce Development, Aging and Community Services and shall be subject to all of the provisions of such prime Master Agreement. All representations and warranties under this subcontract shall inure to the benefit of County of Los Angeles.
- L. Pursuant to the provisions of this Master Agreement, County has the right to review and consent (or not consent) to Contractor's use of Subcontractor(s) that have been procured in compliance with State and/or federal guidelines as applicable. County's approval of the proposed Subcontractor shall not be deemed as validation of the procurement method used by Contractor, and only reflects County's approval as to the form of the terms and conditions as well as the services being provided under such agreement.
- M. When entering into a subcontract with a Subcontractor, Contractor shall maintain documentation that supports/justifies the procurement method and evaluation process used by Contractor to select the qualified vendor for the award. County's continuing consent to Contractor entering into a subcontract with Subcontractor is contingent upon Contractor's assurance that the procurement process was compliant with the requirements noted herein as well as all other Master Agreement requirements, and that the Subcontractor continues to retain staff and infrastructure experienced with providing the necessary services.
- N. This Master Agreement and any approved subcontracts are subject to monitoring and/or review by County, State, and/or federal funding authorities. If

Contractor executes an award with a Subcontractor that is deemed non-compliant with the requirements of this Master Agreement or applicable federal, State, or County regulations, any costs incurred under that Subcontractor award may be disallowed, resulting in Contractor's liability to County for the repayment of any charged costs and/or not being reimbursed for any of those incurred costs yet to be billed.

- O. Contractor shall ensure that its Subcontractor(s) complies with the requirements of California Public Contract Code Section 2010 by submitting a completed California Civil Rights Laws Certification as a condition of executing this Master Agreement. The certificate is available at: <https://wdacs.lacounty.gov/doing-business-with-wdacs/>.
- P. Contractor must provide written notification to County 10 days in advance of adding, changing, or subtracting Subcontractor(s), as Delivery and Senior Matching are contingent on Contractor's and Subcontractor(s)' locations. If County deems the substitute Subcontractor not to be viable, then County can choose not to offer meal preparation opportunities to Contractor or Subcontractor.

Section 8. Amendments/Modifications to Agreement

- A. For any change which affects the scope of work, term, Master Agreement sum, payments, or any term or condition included under this Master Agreement, an amendment to the Master Agreement shall be prepared and executed by Contractor and by County.
- B. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be prepared and executed by Contractor and County.
- C. County may, in its sole discretion, authorize extensions of time as defined in Section 4 - Term of Master Agreement. Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and County.
- D. This Master Agreement fully expresses the agreement of the parties. Any modification or amendment to this Master Agreement must be by means of a separate written document approved by County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Master Agreement in any way.

- E. In addition to any amendments which be executed under this Master Agreement, a modification is a mechanism that allows Contractor to revise its Budget(s) or Services during the Fiscal Year or Program Year without adversely affecting Contractor's ability to fulfill its obligations under this Master Agreement (i.e., such Modification shall not materially change Contractor's obligation to provide the Services outlined in Exhibit A (Statement of Work)).
- F. A modification must be approved by County in writing, must be in the best interests of County, and Contractor shall adhere to it in its entirety.
- G. Any Modification, as described below, shall not change the terms, goals or requirements of this Master Agreement. Such Modification provides Contractor some flexibility to operate within the terms of this Master Agreement in order to fully utilize Master Agreement Sums and to achieve Contractor's performance goals. Contractor's request for Modifications, either budgetary or programmatic, must be submitted in writing to either County's Contract Manager or County's Program Manager, respectively. Contractor shall not request a Modification during the first quarter and during the last two (2) months of the current Fiscal Year or Program Year (except where a written waiver is requested by Contractor and granted by County).
- H. County reserves the right to update the Statement of Work and these procedures at any time upon written notification to Contractor. Any changes, including changes in the scope of services to be performed by Contractor, and any increase or decrease in amount of compensation, which are agreed to by Contractor and County, shall be incorporated into this Agreement by written amendment properly executed by both parties.

Section 9. Permits and Licenses

- A. Contractor and any Subcontractor(s) shall hold valid permits, licenses, certificates and other documents as are required by County, State and/ or Federal laws, regulations, guidelines, Program memoranda and directives. Contractor shall notify County of any suspensions, terminations, lapses, or non-renewals or restriction of required licenses, certificates, or other documents which may be caused for termination of this Agreement.

Section 10. Conflict of Interest

- A. No County employee whose position with County enables such employee to influence the award of the Master Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor, who may financially benefit from the award of this Master Agreement shall in any way participate in County's approval or ongoing evaluation of this Master Agreement.

- B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not aware of any facts, which create a conflict of interest. If Contractor hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.
- C. Contractor, during the period to be covered by this Agreement shall have no interest, direct or indirect, with respect to Subcontractor(s) which would create a conflict of interest. Subcontractor(s) may be contributing employers to Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees. Such status shall not be deemed a direct or indirect conflict of interest under this Agreement.
- D. No member, officer, or employee of Contractor and no official, officer, or employee of County of Los Angeles who exercises any responsibilities or functions with respect to Contractor during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Provided, however, that Subcontractor(s) may be contributing employers to Contractor, may have authority to appoint member(s) of Contractor's Board of Trustees, and/or may have employees or officers who sit on Contractor's Board of Trustees.
- E. Contractor warrants that no person has been employed to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give County the right to terminate this Master Agreement or at the discretion of County, to deduct from Contractor's fees the amount of such commission, percentage, brokerage, or contingent fee.

Section 11. Use of Protective Gear

- A. Contractor and its Subcontractor(s) are responsible for adhering to Los Angeles Mayor Eric Garcetti's Worker Protection Order (iss. April 7, 2020; revised April 16, 2020) and the Los Angeles County COVID-19 Worker and Consumer Safety Ordinance (iss. April 14, 2020). This includes providing workers with or reimbursing workers for purchasing protective gear. Protective gear includes a facial fabric covering and access to hand sanitizer or a hand washing station for use every 30 minutes, among other provisions. Spot checks by County personnel may be performed without prior notice.

Section 12. Adherence to Government Guidelines for Safe Food Preparation, Handling, Storage, and Delivery during COVID-19

- A. Contractor and its Subcontractor(s) are responsible for adhering to government guidelines for safe food preparation, handling, storage, and delivery during COVID-

19. Provisions shall be made by Contractor to provide in-service training regarding food sanitation and safety for the food service staff before the beginning of this Master Agreement. Subcontractor shall pay the wages for its union employees to attend the training, either online or in-person.

- B. These include requiring that all workers complete the ServSafe Food Handler(R) California Online Course & Assessment within 30 days of beginning meal preparation and pick-up. This assessment costs \$15.00 per person, takes 90 minutes, and is available online and in English, Spanish, Chinese, Korean, and Vietnamese. The course and assessment are available here: <https://www.servsafe.com/access/SS/Catalog/ProductDetail/SSECT6CA>.
- C. These also include posting in workplaces and disseminating information to workers about government guidelines for safe food preparation, handling, storage, and delivery during COVID-19. Resources are available via the following links:
 - U.S. Food and Drug Administration Guidelines:
<https://www.fda.gov/food/food-safety-during-emergencies/best-practices-retail-food-stores-restaurants-and-food-pick-updelivery-services-during-covid-19>
 - L.A. County Department of Public Health:
<http://www.publichealth.lacounty.gov/media/Coronavirus/GuidanceFoodFacilities.pdf>
 - County of Los Angeles:
https://aging.laCounty.org/sites/default/files/COVID_Food_Packaging_and_Delivery.pdf
- D. This includes Contractor providing Services as described within the Statement of Work in accordance with the California Retail Food Code (California Health and Safety Code Section 113700 et seq.) and State of California Great Plates Delivered Program Guidance.
- E. Spot checks of Contractor and its Subcontractor(s) by County of L.A. personnel to ensure that guidelines are being followed may be performed without prior notice.
- F. Additionally, to ensure that meals are prepared in a safe and sanitary environment in concert with the California Health and Safety Code, Subcontractor(s) must employ a qualified Food Service Manager.

Section 13. Discrimination Prohibited

- A. Contractor shall not discriminate against any employee or person served on account of race, color, sex, religion background, ancestry or national origin or disability in its performance of this Master Agreement.

- B. By signing this Master Agreement, Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor further certifies and agrees that it will deal with its subcontractor(s) and bidders without regard to or because of race, religion, ancestry, national origin, disability or sex. Contractor shall allow County access to its employment records during the regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Master Agreement upon which County may determine to cancel, terminate, or suspend the Master Agreement. The parties agree that in the event Contractor violates the anti-discrimination provisions of the Master Agreement, County shall, at its option and in lieu of termination or suspending this Master Agreement, be entitled to liquidated damages.
- C. It is expressly understood that upon receipt of evidence of such discrimination, County shall have the right to terminate said Master Agreement.

Section 14. Indemnification

- A. Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

Section 15. Insurance

- A. Contractor maintains insurance coverage across its portfolio of businesses in types and amounts customary for such business portfolio and shall continue to maintain such insurance coverages at all times during the Term of this Agreement.
- B. Contractor shall provide and maintain scope of Commercial General Liability coverage equivalent to ISO policy form CG 00 01, by itself, or in a combination with an Umbrella/Excess policy; insurance companies shall have acceptable rating equivalent to A.M. Best rating of not less than A:VII and shall name the County and its Agents as an additional insured, with limits of not less than:
- i. Commercial General Liability Insurance, naming County and its Agent (as defined below) as an additional insured, with limits of not less than:

General Aggregate:	\$4 Million
Each Occurrence:	\$2 Million

- ii. Commercial Auto Insurance with the limit of not less than \$1 million per occurrence;
 - iii. Statutory limit of Workers Compensation coverage for the contractor's employees.
- C. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "County and its Agents"), shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising from or connected with the Owner's acts, errors, and omissions arising from and/or relating to the Contractor operations under this Agreement. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- D. Contractor's insurance policies, with respect to any claims related to this agreement, shall be primary with respect to all other sources of coverage available to County. Any Contractor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any County coverage.
- E. To the extent authorized by any required insurance policy issued to the Contractor, Contractor and his subcontractor(s) hereby waive the subrogation rights of the insurers and release the County from liability for any loss or damage covered by said insurance policies.

Section 16. Compliance with Statutes and Regulations

- A. In the performance of this Agreement, Contractor shall obey all laws of the United States, the State of California and the ordinances, regulations, policies, code and charter provisions of County of Los Angeles, including but not limited to the applicable provisions of Charter Section 389 pertaining to hours of employment and compensation. Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California for all purposes regarding this Master Agreement, and further agrees and consents that venue of any action hereunder shall be exclusively in County of Los Angeles, California.
- B. Contractor shall comply with all applicable provisions of Federal, State and Local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are herein incorporated by reference.
- C. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs

and attorney fees, arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractor(s) of any such laws, rules, regulations, ordinances, or directives.

Section 17. Federal, State and Local Taxes

- A. Federal, State and local taxes shall be the responsibility of Contractor and its Subcontractor(s).

Section 18. Renewal Options

- A. There are no automatic renewal options with this agreement.

Section 19. Probation and Suspension

- A. Contractor may be placed on probation, suspension or a combination thereof when County determines that Contractor is not in compliance with any Service, Work, task, deliverable or requirement outlined in this Master Agreement and/or when Contractor has demonstrated a consistent and significant lack of achievement of the Master Agreement goals (including, but not limited to, meeting the requirements for Program performance, the Budget(s), expenditures, staffing, administration, etc.). County shall notify Contractor in writing in the event that Contractor is placed on probation, suspension or a combination thereof.

Section 20. Termination

- A. This Agreement is effective on the date executed by Contractor and expires either when County has discontinued its Program for the preparation and delivery of meals to senior citizens or if Contractor has violated the conditions of the Agreement.
- B. As further detailed herein for grounds for County to terminate this Master Agreement, violations of this Master Agreement include, but are not limited to, failure to fulfil the terms of this Master Agreement and attached SOW, improper invoicing, not adhering to the USDA's nutritional guidelines, missing pick-up times, and not preparing enough meals, among other Service Failures.
- C. County may terminate this Master Agreement for cause immediately upon Contractors' violation of the Agreement. Otherwise, County or Contractor may terminate this Master Agreement for convenience by providing five (5) days written notice to the other party. Upon notice of termination for cause, Contractor shall immediately stop performance. Upon notice of termination for convenience, Contractor shall stop performance on the noticed date.
- D. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the, Contractor, either directly or through an

intermediary, to any county officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award; amendment, or extension of this Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel, entertainment, or tangible gifts, or the promise of any of these.

- E. In the event that County terminates the Master Agreement, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. The rights and remedies of County shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.
- F. In addition, County may terminate this Master Agreement due to lack of funds. In the event funds to finance this Master Agreement, or part of this Master Agreement, become unavailable, the obligations of each party hereunder may be terminated upon no less than five (5) days written notice to the other party. County shall be the final authority as to the availability of funds of Federal and State funds. Waivers of breach of any provision of this Master Agreement shall not be construed to be a modification of the terms of the Master Agreement.

Section 21. Invalidity, Remedies Not Exclusive

- A. If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies in law or equity.

Section 22. Non-Exclusivity

- A. Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

Section 23. Waiver

- A. No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

Section 24. Most Favored Customer

- A. Contractor represents that the prices charged County in this Master Agreement do not exceed existing selling prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

Section 25. Negotiation of Disputes

- A. Any dispute of law or fact between Contractor and County shall be settled between the parties concerned in such a manner that it will not delay or adversely affect the performance of Contractor.

Section 26. Hazardous Materials

- A. Contractor warrants that it complies with all federal, state and local laws, rules, ordinances and regulations concerning hazardous materials and toxic substances.

Section 27. Force Majeure

- A. Neither party will be liable for delays in performance beyond its reasonable control, including, but not limited to, fire, flood, act of God or restriction of civil or military authority.

Section 28. Covenant Against Gratuities

- A. Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing this Master Agreement or favorable treatment with respect to any determination concerning the performance of this Master Agreement. In the event of breach of this warranty, County shall be entitled to pursue the same remedies including, but not limited to, termination, against Contractor as it could pursue in the event of Contractor's default.

Section 29. County Lobbyists

- A. The, Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code section 2.160.910 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160, Failure on the part of

Contractor or any county Lobbyist or county Lobbying firm: retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which County may in its sole discretion, immediately, terminate or suspend this Master Agreement.

Section 30. Consideration of Hiring GAIN/GROW Program Participants

- A. Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

Section 31. Contractor's Warranty of Adherence to County's Child Support Compliance Program

- A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Master Agreements are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 use Section 653a) and California unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of civil Procedure Section 706.031 and Family Code Section 5246{b}.
- C. Termination For Failure Warranty To Maintain Compliance With County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in the paragraphs under "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to "CONTRACTOR'S RESPONSIBILITY AND DEBARMENT" and pursue debarment of Contractor, pursuant to County code, Chapter 2.202.

Section 32. Payroll Records

- A. Wherever required, Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of California, including maintaining payroll records as enumerated in Subdivision (a). Contractor and Contractor's subcontractor(s) shall be responsible to maintain, and make readily available for inspection purposes, a copy of all certified payroll records for each work project associated with or obtained by County under this or any future or successive County Agreement, Master Agreement or Purchase Order. All certified payroll records shall indicate that the wage rates are not less than those determined by the State Division of Industrial Relations, and that the classifications set forth for each laborer or mechanic conform with the work that he/she performed. Contractor shall be responsible for the submission of copies of payrolls for all subcontractor(s), upon request by County, arising from and/or relating to any Agreement formulated as a result of this inquiry.
- i. Certified payroll shall be submitted upon request and shall include:
- A. Original Document
 - B. Company Name & Address
 - C. Account Number/Project Number
 - D. Project Name and Address
 - E. Authorizing county Department and Purchase Order or Master Agreement Number
 - F. Period of Time in which Work is Being Performed
 - G. Employee Name, Address and Social Security Number
 - H. Work Classification, Including Sub-classification
 - I. Hours Paid
 - J. Rate of Pay
 - K. Deductions
 - L. Payroll Check Number
 - M. Benefits
 - N. Signature of Employee Authorized to Certify Payroll
- ii. Prevailing Wage Scale Wherever Required:
- A. Contractor shall comply with all provisions of the Labor Code of the State of California.
 - B. Under the provisions of said Labor Code. the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers or mechanic needed to execute any Master Agreement that may be awarded by County.
 - C. Particulars of the current prevailing wage Scale, which are applicable to the work contemplated under these specifications, are to be maintained in the

Department, and must be posted at the project site by Contractor or his/her subcontractor.

- D. Current prevailing wage rates may be obtained at:
www.dir.ca.gov/DLSR/PWD/Apprentice.htm
Division of Labor Standards Enforcement 455 Golden Gate Avenue, 9th
Floor San Francisco, CA 94102
(415) 703-4810

Section 33. Contractor Responsibility and Debarment

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.
- B. Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible. County may, in addition to other remedies provided in the Master Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts Contractor may have with County.
- C. County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- E. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed, decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, Contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These terms shall also apply to (subcontractor(s)/subconsultants) of County Contractors.

Section 34. Prohibition Against Use of Child Labor

A. Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention Concerning Minimum Age for Employment.
2. Upon request by County, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to County, and
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.

Should County discover that any products, goods, supplies or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.

Failure by Contractor to comply with the provisions of this clause will be grounds for immediate cancellation of this Master Agreement or termination of this Agreement and award to an alternative Contractor.

Section 35. Assignment by Contractor

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest

they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities; obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Section 36. Default Method of Payment: Direct Deposit Or Electronic Funds Transfer (EFT)

- A. County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement or Master Agreement with County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- B. Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and Contractor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- C. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

Section 37. Federal Uniform Guidance Clause

- A. By entering into this Master Agreement, Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

Section 38. Compliance with County Policy of Equity

- A. Contractor acknowledges that County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in County Policy of Equity (CPOE), (<https://ceop.lacounty.gov/>). Contractor further acknowledges that County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and subcontractor(s) acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its subcontractor(s) to uphold County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability.

Section 39. FEMA COVID-19 Provisions

- A. In response to the Coronavirus Disease 2019 (COVID-19) pandemic, Contractor shall comply to all requirements outlined in Exhibit E (FEMA COVID-19 Provisions). Prior to the commencement of this Master Agreement, Contractor shall submit the completed Exhibit E to County's Contract Manager in the time and manner as designated by County.

Section 40. Date of Execution

- A. The parties hereto agree that the first party to execute this Agreement shall enter the date executed in the blank provided herein on both duplicate originals, which date shall be the date this agreement is made, provided however that the term shall be for the period set forth in Section 4 herein.

Section 41. Complete Agreement

- A. This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any office or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, Contractor has executed this Master Agreement or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Master Agreement to be executed on its behalf by the Acting Director of Workforce Development, Aging and Community Services, on the day, month and year first above written. The person(s) signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind Contractor. Contractor and County acknowledge that this Master Agreement shall not be deemed to be active until such time that the document is executed by the respective authorized representatives of both Contractor and County.

By _____ Date _____
Otto Solórzano, Acting Director
County of Los Angeles
Workforce
Development, Aging and
Community Services

CONTRACTOR

[CONTRACTORS NAME]

Contractor's Legal Name

[CONTRACT NUMBER]

Contract Number

[NAME OF LEGAL OWNER]

By _____ Date _____
Name of Authorized
Representative
[TITLE OF OWNER]
Title

**Approved as to Form:
OFFICE OF COUNTY
COUNSEL
MARY C. WICKHAM,
COUNTY COUNSEL**

Signature

By _____ Date _____
Name of Authorized
Representative

By _____
Lawrence M. Green
Deputy County Counsel

Title

Signature

GREAT PLATES DELIVERED PROGRAM

**EXHIBIT A
(STATEMENT OF WORK)**

DRAFT

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Attachment 1 (Route Summary)

DRAFT

1.0 SCOPE OF WORK

- 1.1** County (herein also referred to as the Area Agency on Aging (AAA)), has established the Great Plates Delivered Program (GPDP or Program), which requires Contractor to prepare and safely transport/deliver three nutritious meals to Older Individuals (Clients) in their homes as further detailed in Section 5.0 (Specific Work Requirements).

2.0 ADDITION AND/OR DELETION SPECIFIC TASKS AND/OR WORK HOURS

- 2.1** Contractor must submit a written request to County a minimum of five (5) business days prior to the date that Contractor intends to establish a new GPDP Meal route or terminate any existing GPDP Meal route. Contractor shall not establish a new route or terminate any existing route prior to receiving County's written approval. In the event that establishing a new route or terminating an existing route is due to an emergency (defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property or essential public services) that would prevent Contractor from submitting a written request to County five (5) days in advance, Contractor shall request County's approval immediately upon occurrence of such emergency.
- 2.2** Specific tasks and Work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency arise, Contractor's request for Service or Work hour modifications will be reviewed by County on a case-by-case basis.

3.0 RESPONSIBILITIES

3.1 County's Personnel

- 3.1.1** County will administer the Contract according to the Contract. Specific duties will include:
- 3.1.1.1** Monitoring Contractor's performance in the daily operation of this Contract.
 - 3.1.1.2** Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 3.1.2** For purposes of this Contract, County Administration is as follows:
- 3.1.2.1** COUNTY'S PROGRAM MANAGER
Name: Ms. Anna Avdalyan
Title: Program Manager
Address: 3333 Wilshire Boulevard, Room 400
Los Angeles, CA 90010
Telephone: (213) 738-4749
E-Mail Address: aavdalyan@wdacs.lacounty.gov

3.1.2.2 COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo

Title: Program Manager

Address: 3175 West Sixth Street

Los Angeles, CA 90020

Telephone: (213) 639-6339

E-Mail Address: cdomingostephen@wdacs.lacounty.gov

3.1.3 County will notify Contractor in writing of any change in the names or addresses shown.

3.1.4 **County Observations**

3.1.4.1 In addition to County's contracting staff, other County personnel, State representatives and Federal representatives may observe the performance/activities and review documents relevant to the Contract at any time during normal business hours between Monday through Friday.

3.2 Contractor's Personnel

3.2.1 Contractor shall assign a sufficient number of qualified Employees with the appropriate qualifications noted below to perform the required Work.

3.2.2 **Project Manager**

3.2.2.1 Contractor shall provide a Project Manager. County must have access to Project Manager during all hours. Contractor shall provide a telephone number where Project Manager may be reached on a twenty-four (24) hours per day basis.

3.2.2.2 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.

3.2.2.3 **Minimum Required Qualifications**

3.2.2.3.1 Certification as a Food Manager by the County of Los Angeles, Department of Public Health, Environment Health Division.

3.2.2.3.2 Ability to effectively speak, read, and write fluently in English.

3.2.3 **Meal Driver(s)**

- 3.2.3.1 GPDP Meal Driver shall have a current, valid, and appropriate California Driver's License and current, valid vehicle insurance which minimally meets State of California vehicle insurance coverage requirements.
- 3.2.3.2 GPDP Meal Driver shall be properly trained in food handling protocols as described in Subsections 5.2 – 5.4 of this Statement of Work.
- 3.2.3.3 GPDP Meal Driver shall undergo and successfully pass a background investigation obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review. Fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the GPDP Meal Driver passes or fails the background investigation.

3.3 Materials and Equipment

- 3.3.1 Contractor may purchase materials/equipment to provide the needed Services and is the responsibility of Contractor.
- 3.3.2 All Contractor employees shall be trained in the safe handling of equipment and must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA) standards.

3.4 Meetings

- 3.4.1 Contractor is mandated to attend all meetings called by County. Contractor may be given up to three (3) business days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

3.5 Training

- 3.5.1 Contractor shall ensure that Employees are properly trained in all areas related to providing Services.
- 3.5.2 **Security Awareness Training**
 - 3.5.2.1 Contractor shall ensure that Staff who handle confidential, sensitive, or personal identifying information relating to GPDP complete the Security Awareness Training module, which is available online at www.aging.ca.gov, within thirty (30) business days of the start date of the Contract or within fifteen (15) business days of the start date of any new Staff who

work under the Contract.

- 3.5.2.2 Contractor shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

3.6 Contractor's Work Location

- 3.6.1 Contractor shall maintain a physical work location in Los Angeles County with a telephone where Contractor conducts business. The work location shall be open during normal business hours, seven (7) days a week and shall be staffed by at least one (1) Employee.

3.7 Contractor's Kitchen

- 3.7.1 Contractor's kitchen shall be used to prepare meals which meet the requirements noted in Subsection 5.1 (General GPDP Requirements).

3.8 Integrated Pest Management (IPM)

- 3.8.1 Contractor shall ensure that work locations and kitchens are maintained to prevent the entrance and harborage of animals, birds, and vermin, including but not limited to, rodents and insects.
- 3.8.2 Contractor shall ensure that IPM practices are implemented to provide a pest free environment. IPM practices include but are not limited to:
 - 3.8.2.1 Keep garbage tightly covered and remove from kitchen quickly and properly.
 - 3.8.2.2 Properly store all food and supplies.
 - 3.8.2.3 Seal cracks and other openings to the outside.
 - 3.8.2.4 Use traps and baits to monitor the pest population.
- 3.8.3 When pests are discovered, Contractor shall utilize the services of a certified/licensed pest control company to inspect, fumigate, and perform pest control services. Pest Control Reports shall be kept on file and made available for review by County upon request.

4.0 HOURS/DAYS OF WORK

- 4.1 Contractor's Staff shall be available to County every day during normal business hours.
- 4.2 For any disruption of Services, Contractor shall submit a written request to County's Program Manager at least five (5) business days in advance of the

closure/deviation date. This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted. An action plan must be approved by County prior to implementation.

- 4.3** Contractor shall ensure that all GPDP Meal Clients receive meals for days that Contractor is closed.

5.0 SPECIFIC WORK REQUIREMENTS

5.1 General GPDP Meal Requirements

- 5.1.1** Contractor shall provide Services as described within this Statement of Work and the following:

5.1.1.1 Minimum Dietary Guidelines

- 5.1.2** Nutritional Requirements: Food provider meals must meet the following nutritional requirements:

5.1.2.1 Provide 3 meals a day

5.1.2.2 Do not provide sugary drinks (see definition below) – allowable beverages include:

5.1.2.2.1 Water, unsweetened tea and coffee;

5.1.2.2.2 Fruit-based and vegetable-based drinks that are 100% juice (without added sweeteners);

5.1.2.2.3 Milk products, including 1% nonfat, soy, rice and other similar non-dairy milk without added sweeteners; and

5.1.2.2.4 Other beverages that do not exceed 25 calories per 8 ounces.

5.1.2.3 Sugary Drinks: All sodas, fruits drinks, sport drinks, low calorie drinks and other beverages that contain added caloric sweeteners, such as sweetened tea, rice drinks, bean beverages, sugar cane beverages and non-alcoholic wines.

5.1.2.4 All meals should be low in sodium (see guidelines below).

- 5.1.2.5 Lunch and dinner must follow food group and serving guidelines (see chart below)
- 5.1.3 Guidelines for low-sodium meals:
- 5.1.3.1 Beverages and sides should contain no more than 230mg of sodium per serving;
- 5.1.3.2 Entrees should contain no more than 600mg of sodium per serving; and
- 5.1.3.3 The total meal (beverages, sides, and entrees included) should contain no more than 800mg per serving.
- 5.1.3.4 If preparing entirely from fresh
- 5.1.3.4.1 Use low-sodium sauces and flavorings
- 5.1.3.4.2 Use no more than 1/3 teaspoon standard table salt per each full meal

Additional guidelines as follows:

Food Group	Required Servings Per Meal	Dietary Guidelines Servings Per Meal
Protein	3 oz	<ul style="list-style-type: none"> • 3 oz servings whole or ground meats, chicken or fish. Limit ground meat three times per week.
	2 oz	<ul style="list-style-type: none"> • 2 oz meat or meat alternate used in salad entrée recipes. • 2 oz meat or meat alternate used in sandwich recipes. • Limit sandwiches to 3 times per week.
Vegetable/Fruit	2-3 servings	<ul style="list-style-type: none"> • Vegetables: <ul style="list-style-type: none"> ○ For most vegetables, one serving is ½ cup; for salad greens, one serving full cup. ○ Must be non-starchy; potatoes are counted in the grain/starch food group. ○ Should not be fried; okay to serve raw, steamed, baked, grilled or cooked into the entrée • Fruit:

		<ul style="list-style-type: none"> ○ ½ cup or 1 piece of fruit for dessert counts as 1 serving. ○ If canned, should be packed in unsweetened juice or water (not syrup)
Grain/Starch	1 serving	<ul style="list-style-type: none"> • 1 serving per meal such as 1 slice whole grain bread or ½ cup rice or pasta. • Frequently use brown rice, whole grain pasta, or half brown and white rice mixture. • Try to incorporate grains like quinoa, bulgur, or barley. • Should have 3 grams fiber/serving. • Half of all grains must be whole grains.
Beverages	1 serving	6 to 8 oz water

- 5.1.4 Each meal shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to Clients as well as satisfy all the requirements of Title 22 California Code of Regulations Section 7638.5 and safety standards as written in the current California Retail Food Code (California Health and Safety Code Section 113700 et seq.)
- 5.1.5 To the maximum extent practicable, each meal shall be adjusted to meet any special dietary needs of Clients.
- 5.1.6 Each GPDP Meal shall consist of a cold/fresh/boxed, and/or hot, meals which are further described in Subsection 5.2 (Cold/Fresh/Boxed Meals), and Subsection 5.3 (Hot Meals).
- 5.1.7 Contractor shall determine the type of meals to be delivered daily. Meals shall be varying daily and not repeat within the same week. Contractor shall provide three (3) different meals (breakfast, lunch, and dinner) per day, Monday through Thursday, and nine (9) different meals (breakfast, lunch, dinner), Friday, which equates to a total of twenty-one (21) meals per week for each Client. Contractor shall ensure that meals are prepared in a timely manner which allows delivery to the clients before 12 PM PST, daily.
- 5.1.8 Contractor must adhere to the following Meal Packaging Requirements:
- 5.1.8.1 Meals shall be packaged individually in containers that can be both microwaved and frozen.
- 5.1.8.2 Contractor shall provide all condiments, which are normally served with specific menus (i.e. salt, pepper,

mustard, ketchup, salad dressing, garnishes such as lemon, etc.).

5.1.8.3 Contractor shall provide disposable napkins and utensils with each meal.

5.1.8.4 Each meal shall be labeled with a “use by” date.

5.1.8.5 Each meal shall include written instructions for handling and re-heating meals in the language of the majority of Clients receiving GPDP Meals.

5.2 Cold/Fresh/Boxed Meals

5.2.1 When providing cold meals, Contractor must deliver cold food to GPDP Meal Clients in a sanitary manner to ensure absence of contamination and such food shall be packaged to ensure temperature control. These meals shall be delivered in ice chests, insulated containers, or refrigerated trucks to maintain a temperature of forty-one degrees Fahrenheit (41°F) or below. Food should not come in contact with ice.

5.2.2 Contractor may deliver bread, whole fruits, cookies, cakes, and non-potentially hazardous foods to GPDP Meal Clients at room temperature.

5.3 Hot Meals

5.3.1 When providing hot meals, Contractor must deliver hot food to GPDP Meal Clients in a sanitary manner to ensure absence of contamination and such food shall be packaged to ensure temperature control. The meals shall be delivered in heated containers, or heated truck to maintain a temperature of one hundred forty degrees Fahrenheit (140°F) or above.

5.4 Use of Protective Gear

5.4.1 Contractor shall provide Staff with, or reimburse Staff for purchasing, protective gear. Protective Gear includes a fabric face covering and access to hand sanitizer or a hand washing station for use every 30 minutes, and as needed.

5.5 Method of Meal Transportation

5.5.1 Delivery

Delivery must be made available by Contractor as stated herein. When using common carriers, County reserves the right to designate the transportation carrier. Failure on the part of Contractor to adhere to

delivery terms specified herein, shall result in additional handling costs being deducted from Contractor's invoice at County's discretion. Cost of inspection on deliveries or offers for delivery which do not meet specifications will be Contractor's responsibility. Unless otherwise set forth herein, all items shall be suitably packed and marked. Contract number must be on all shipping documents and containers.

5.5.2 Meals Transported by Contractor

5.5.2.1 Contractor is responsible for coordinating meal delivery. County will provide Contractor a list of Clients along with each Client's address for meal delivery. Contractor shall only provide meals to Clients who are designated by County to receive these meals. Contractor shall not drop any Client without County's prior approval.

5.5.2.3 Contractor shall set regular delivery schedules so meals will be delivered at a consistent time each day or each week. Meals shall be delivered by 12 PM PST (Pacific Standard Time) daily to each client.

5.6 Quality Control

5.6.1 Unless explicitly stated by County as otherwise, County may conduct, at its location or any other County designated location and at its expense, an incoming acceptance test on all items purchased or Services provided hereunder. The acceptance test period shall not exceed thirty (30) business days from receipt of such item by County or County's designee. County may, at its sole discretion, reject all or any part of items or services not conforming to the requirements/specifications stated in this Contract.

5.7 Meal Quality Assurance

5.7.1 Contractor shall evaluate meals daily to ensure consistency of quality.

5.7.1.1 Subrecipient shall sample food to ensure good quality and meeting the minimum dietary guidelines (Subsection 5.1.1 Minimum Dietary Guidelines)

5.7.1.2 Subrecipient shall poll clients to judge meal satisfaction and make comment cards available when meals are delivered.

5.8 Licenses, Certifications, and Inspections

- 5.8.1 Contractor shall obtain and maintain, all appropriate licenses and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies).
- 5.8.2 If Contractor operates a kitchen, Contractor must maintain current proof of the following:
 - 5.8.2.1 Public health permit and business license.
 - 5.8.2.2 Health Department/DHS inspection report with a minimum grade of "B" or better (which shall be current within the most recent twelve (12) month period) for each kitchen.
 - 5.8.2.3 Fire Department inspection report ((which shall be current within the most recent twelve (12) month period) for each kitchen.

5.9 Management Information System

5.9.1 Data Entry

- 5.9.1.1 Contractor shall use the Management Information System (MIS), a computerized database system, to record and track Service delivery, Program data and Client information. Contractor shall ensure the accuracy and authenticity of the number of eligible Client Services provided each day.
- 5.9.1.2 Contractor shall complete direct data entry of the required Program, Service delivery and Client data (including but not limited to, the total number of Clients served, the type and number of Services provided to Client and the date(s) of Service) into the MIS preferably on the day when Services are provided and no later than three (3) business days of Service delivery.
- 5.9.1.3 Contractor will be assigned a user identification and a password to log-in to the MIS.

5.10 Confidentiality

- 5.10.1 Contractor shall ensure all Program client information remain confidential. Such confidential information shall include, but not be limited to, client home address, date of birth, social security number, medical information, and any other personally identifiable information. Client information shall be protected at all times and kept in a locked,

secured location commensurate with its sensitivity.

6.0 GREEN INITIATIVES

- 6.1** Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 6.2** Contractor shall not use expanded polystyrene (Styrofoam) food and beverage containers in the delivery of food service for GPDP Meals.
- 6.3** Contractor shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable.
- 6.4** Contractor shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.
- 6.5** Contractor shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.
- 6.6** To the extent practicable, Contractor shall not use cleaning or disinfecting products (i.e., for janitorial use) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the United States Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

ATTACHMENT 1 (ROUTE SUMMARY)

Program Services: GREAT PLATES DELIVERED PROGRAM

Fiscal Year: 2020-2021

Subaward Number: [Enter Contract Number]

Subrecipient's Legal Name: [Enter Legal Name]

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]

Main Administrative Office Address City State Zip Code

[Enter Address] [Enter City] [Enter State] [Enter Zip Code]

Mailing Address (if different from above) City State Zip Code

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]

Prefix Authorized Representative Job Title Phone Number Ext. E-Mail Address

Mr./Ms. [Enter Name] [Enter Title] [Enter Number] [Enter] [Enter E-mail]

Prefix Primary/Secondary Contact for Program Job Title Phone Number Ext. E-Mail Address

COUNTY USE ONLY	
Assigned Program Analyst:	

Program Services: GREAT PLATES DELIVERED PROGRAM

Fiscal Year: 2020-2021

Subaward Number: [Enter Contract Number]

Subrecipient's Legal Name: [Enter Legal Name]

I. ROUTE SUMMARY

(A) HOME-DELIVERED RESTAURANT MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[EnterYear/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]

Program Services: GREAT PLATES DELIVERED PROGRAM

Fiscal Year: 2020-2021

Subaward Number: [Enter Contract Number]

Subrecipient's Legal Name: [Enter Legal Name]

I. ROUTE SUMMARY

(A) HOME-DELIVERED RESTAURANT MEAL ROUTE NAME	(B) LOCATION OF MEAL PACKAGING FACILITY (NAME AND ADDRESS)	(C) CLIENT ZIP CODE(S) SERVED BY ROUTE	(D) VEHICLE INFORMATION			(E) DELIVERY DAY(S)/TIME(S)	
			(1) YEAR/MAKE/ MODEL	(2) STAFF DRIVER'S NAME	(3) VOLUNTEER DRIVER'S NAME	(1) START [NOTE 1]	(2) END [NOTE 2]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]
[Enter Route Name]	[Enter Location Name and Address]	[Enter Zip Code]	[Enter Year/Make/Model]	[Enter Name]	[Enter Name]	[Enter]	[Enter]

Note 1: Enter the day(s) and the time when the meal delivery for the route starts by using the following information:

1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery start time (e.g., 8:00 a.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday starting at 6:00 a.m. and Tuesday and Thursday starting at 8:00 a.m., enter the following information: M,W,F (6:00 a.m.) T,Th (8:00 a.m.).

Note 2: Enter the day(s) and the time when the meal delivery for the route ends by using the following information:

1. Enter the day(s) of delivery: Monday = M; Tuesday = T; Wednesday = W; Thursday = Th; Friday = F; Saturday = Sa; Sunday = Su
2. Enter the delivery ending time (e.g., 12:00 p.m.)
3. Example: When delivery of Services occurs on Monday, Wednesday and Friday ending at 10:00 a.m. and Tuesday and Thursday ending at 12:00 p.m., enter the following information: M,W,F (10:00 a.m.) T,Th (12:00 p.m.)

**EXHIBIT B
(COUNTY'S ADMINISTRATION)**

FISCAL YEAR: 2020-2021

COUNTY'S DEPARTMENT HEAD

Name: Mr. Otto Solórzano
Title: Acting Director
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 737-2617
E-Mail Address: osolorzano@wdacs.lacounty.gov

COUNTY'S CONTRACT MANAGER

Name: Ms. Carol Domingo
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 639-6339
E-Mail Address: cdomingostephen@wdacs.lacounty.gov

COUNTY'S PROGRAM MANAGER

Name: Ms. Anna Avdalyan
Title: Program Manager
Address: 3333 Wilshire Boulevard, Room 400
Los Angeles, Ca 90010
Telephone: (213) 738-4749
E-Mail Address: aavdalyan@wdacs.lacounty.gov

COUNTY'S COMPLIANCE MANAGER

Name: Ms. Stephanie Maxberry
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 738-2015
E-Mail Address: smaxberry@wdacs.lacounty.gov

COUNTY'S EMERGENCY COORDINATOR

Name: Ms. Ellie Wolfe
Title: Program Manager
Address: 3175 West Sixth Street
Los Angeles, Ca 90020
Telephone: (213) 738-2681
E-Mail Address: ewolfe@wdacs.lacounty.gov

EXHIBIT C
(CONTRACTOR'S ADMINISTRATION)

Effective as of: [Click here to enter a date.](#)

**CONTRACTORS'S
LEGAL NAME:**

[Click here to enter text.](#)

CONTRACT NUMBER:

[Click here to enter text.](#)

DUNS NUMBER:

[Click here to enter text.](#)

CONTRACTORS'S PROJECT MANAGER¹:

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

CONTRACTOR'S AUTHORIZED REPRESENTATIVE(S)²:

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

Name:

[Click here to enter text.](#)

Title:

[Click here to enter text.](#)

Address:

[Click here to enter text.](#)

[Click here to enter text.](#)

Telephone:

[Click here to enter text.](#)

E-Mail Address:

[Click here to enter text.](#)

ADDITIONAL CONTRACT CONTACTS³:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

BUDGET ANALYST:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

INVOICES – AUTHORIZED SIGNER:

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Signature: _____

MIS DATA ENTRY PERSONNEL:

Primary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Secondary Contact

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Click here to enter text.

Telephone: Click here to enter text.

E-Mail Address: Click here to enter text.

Notes:

- 1** Project Manager shall meet all of the requirements noted in Exhibit A (Statement of Work). When updating the individual identified as the Project Manager, Contractor shall submit the individual's degree/diploma, resume, and job specifications.
- 2** Authorized Representative(s) shall be identified on Contractor's Board of Director's resolution, which provides evidence to support delegated authority that Contractor has vested in this individual to act on behalf of Contractor. When updating the individual designated as the Authorized Representative(s), Contractor shall submit the Board of Director's resolution which identifies the new individual(s).
- 3** In addition to the Authorized Representative(s) and Project Manager, this individual(s) will also receive communications and documents including but not limited to the Contract, Amendment(s), invoicing documents, notices, etc.

DRAFT

EXHIBIT D (LIST OF SUBCONTRACTORS)

Contractor's Legal Name: [Click here to enter text.](#)

Select the certification below that is applicable to Contractor's use of Subcontracts(s)/Subcontractor Contracts(s):

☐ Contractor intends to use Subcontractor(s)/Subcontractor Contracts(s) to provide Program Services (details are provided in the chart below).

☐ Contractor will not use Subcontractor(s)/Subcontractor Contract(s) to provide Program Services.

Subcontractor			Description of Services to be Performed
Legal Name	Address	Contact Person's Name and Phone Number	
Click here to enter text.	Click here to enter address.	Click here to enter text.	<input type="checkbox"/> Home-Delivered Meal Services (Cold/Fresh/Boxed) <input type="checkbox"/> Home-Delivered Meal Services (Hot) <input type="checkbox"/> Home-Delivered Meal Services (Frozen) <input type="checkbox"/> Other (if applicable): Click here to enter text.
		Click here to enter phone number.	

If you need to report additional Subcontractors, use this Exhibit D and include page numbers on each completed Exhibit D as follows: Page 1 of X, Page 2 of X, Page 3 of X, etc. (where 'X' represents the total number of completed forms).

FEMA COVID-19 Provisions

A. CLEAN AIR AND WATER REQUIREMENTS.

1. Contractor agrees to 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.
2. The Contractor agrees to report each violation to County and understand and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the Regional Office of the Environmental Protection Agency (EPA).
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

B. DEBARMENT AND SUSPENSION CLAUSE.

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 Contractor's principals (defined at 2 C.F.R. § 180.905), 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).
2. 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.
3. This certification is a material representation of fact relied upon by the 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

1. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an 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.

2. Contractor agrees to the provisions of Attachment 1, Certification Regarding Lobbying, attached hereto and incorporated herein.
3. Contractor agrees to include paragraphs 1 and 2 above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

D. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322).

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—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
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>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. ACCESS TO RECORDS.

The following access to records requirements apply to this Agreement:

1. Contractor agrees to provide the 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 Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or

internal reviews by the FEMA Administrator or the Comptroller General of the United States.

F. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS.

Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA prior e-approval.

G. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

H. 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 non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

I. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

[Authorized Signatory's Name and Title]
Name and Title of Contractor's Authorized Official

Date