

COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM

This agreement (“Agreement”) is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California (“County”) and the City of National City, a government agency, located at 140 E. 12th Street, National City, CA 91950-4401 (“Contractor”), with reference to the following facts:

RECITALS

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

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

ARTICLE 1
PERFORMANCE OF WORK

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

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

- 1.4.1 “Related Subcontract” means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in

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

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

ARTICLE 2
SCOPE OF WORK

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

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

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations.

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

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

3.2 Disentanglement Process.

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

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

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

3.3 Specific Obligations.

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

3.3.1 No Interruption or Adverse Impact

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

3.3.2 Client Authorizations.

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

3.3.3 Leases, Licenses, and Third-Party Agreements.

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

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

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

3.3.4 Return, Transfer, and Removal of Assets.

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

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

3.3.5 Delivery of Documentation.

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

ARTICLE 4
COMPENSATION

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

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

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

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

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

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

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

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

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule (“Reimbursable Expenses”), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses (“Travel Expenses”) are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.

4.3.2.2 Contractor invoices shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.3.4 Contractor invoices for Allowable Costs must be complete, containing all claimed costs for the invoiced period of performance, unless authorized in writing by COR, previously invoiced in accordance with Agreement, or otherwise specifically allowed for in this Agreement.

4.3.5 Final Fiscal Year-End Settlements. Contractor shall submit the final invoice for Services performed during each County Fiscal Year no later than the settlement date established by COR or each department, but in no event later than 60 calendar days from (i) the end of each County Fiscal Year or (ii) the expiration or termination of this Agreement. County may, in its sole discretion, choose to not process invoices for reimbursement for services performed during that County Fiscal Year after this date.

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

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

4.6 Prompt Payment for Vendors and Subcontractors

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

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

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

ARTICLE 5
AGREEMENT ADMINISTRATION

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

ARTICLE 6
CHANGES

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

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

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

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

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

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

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

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

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

8.22 Reserved.

8.23 Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women’s business enterprises, and labor surplus area firms by:

8.23.1 Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

8.23.2 Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

8.24.1.2 Meeting contract performance requirements; or

8.24.1.3 At a reasonable price.

8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:

8.24.3.1 For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.25.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.25.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

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

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

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

9.2 Conduct of Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10
INDEMNITY AND INSURANCE

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

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

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

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

ARTICLE 11
AUDIT AND INSPECTION

11.1 Audit and Inspection.

11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):

11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and

11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.

11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

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

11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.

11.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

11.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

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

ARTICLE 12
RECOVERY OF FUNDS

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

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

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

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

ARTICLE 14
INFORMATION PRIVACY AND SECURITY PROVISIONS

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

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

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ARTICLE 15
DISPUTES

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

ARTICLE 16
GENERAL PROVISIONS

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

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

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

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

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

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

16.21.2 Definitions

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

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

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

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

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**COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM**

SIGNATURE PAGE

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

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

COMPENSATION: Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed One Million Four Hundred Twenty-Nine Thousand One Hundred Forty-Nine dollars (\$1,429,149) (“Maximum Agreement Amount”). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown in Exhibit C.

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

Raymond Flores, Administrative Analyst
5560 Overland Avenue, Ste 310
San Diego, CA 92123
Phone: 619-318-0099 and email: Raymond.Flores@sdcounty.ca.gov

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

Joanne McGhee, Community Services Manager
140 E. 12th Street
National City, CA 91950-4401
Phone: 619-336-4243 and email: jmcghee@nationalcityca.gov

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

CONTRACTOR:

By:
Name:
Title:
Email:
Date:

COUNTY OF SAN DIEGO:

JOHN M. PELLEGRINO, Director
Department of Purchasing and Contracting

By:
Name:
Title:
Date:

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

**COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT A – STATEMENT OF WORK**

1. Scope of Work/Purpose

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

2. Background Information

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

Live Well San Diego Vision

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

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

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

A Trauma-Informed System

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

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

3. Goals

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

3.2. Congregate Meals:

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

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

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4. Outcome Objectives

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

5. Focus Populations and Geographic Service Area

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

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

6. General Requirements for Service Delivery

- 6.1. Contractor shall develop and maintain nutrition policies and procedures, and meet the nutrition and food service standards that apply to the OCNP.
- 6.2. Meals
 - 6.2.1. Contractor shall provide a nutritionally balanced meal, approved by the County’s Registered Dietitian that meets the minimum nutrition requirements.
 - 6.2.2. Each meal shall comply with the most recent Dietary Guidelines for Americans and provide each participant with:
 - 6.2.2.1. A minimum of 33 1/3 percent of the Dietary Reference Intakes (DRIs) per meal if the program provides one meal per day.

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- 6.2.2.2. A minimum of 66 2/3 percent DRIs per meal if the program provides 2 meals per day.
If providing multiple meals per day, program shall ensure that each participant is receiving both meals, or that each of the meals provides 33 1/3 percent DRIs.
- 6.2.3. Contractor shall submit menus to the County’s Registered Dietitian four (4) weeks prior to the first of the service month. The County’s Registered Dietitian shall provide input, review, and approval of the menus to ensure compliance with Title 22 CCR 7634.3 (d)(1) and Title 22 CCR 7638.5.
- 6.2.4. Contractor shall ensure menus reflect the cultural and ethnic dietary needs of participants, when feasible and appropriate.
- 6.2.5. Contractor shall meet, when feasible, the Guidelines for Congregate/Custodial Meal Programs in the Eat Well Standards and shall not supersede Section 6.2.2 above.
<https://archive.livewellsd.org/content/livewell/home/Topics/worksite-wellness/eat-well.html>
- 6.2.6. Meals shall include, when feasible, the use of locally grown foods and identify potential partnerships with local producers and providers of locally grown foods.
- 6.2.7. Contractor shall document menu substitutions and submit them to the County’s Registered Dietitian for review and approval prior to service.
- 6.3. Continuity Plan. To ensure the continuity of meal services to older adults, contractor shall develop and maintain a written emergency operations plan to ensure preparedness and the ability to continue to deliver services in the event of a disaster, emergency, or any situation where the contractor is not able to prepare or distribute meals.
- 6.4. Nutrition Education for Participants
- 6.4.1. Contractor shall provide a minimum of four (4) nutrition education programs per contract year to participants. Nutrition education services shall be provided in accordance with Title 22, Section 7638.11 Nutrition Education Services for Participants.
- 6.4.1.1. Nutrition education shall include teaching participants about healthy food choices, balancing food intake and physical activity, and promoting behaviors recommended in the Dietary Guidelines for Americans.
- 6.4.1.2. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
- 6.4.1.3. The County’s Registered Dietitian shall provide input, review and approval of the content of nutrition education prior to presentation or dissemination.
- 6.4.2. Contractor shall develop and submit an annual nutrition education plan to the County’s Registered Dietitian for review and approval no later than ninety (90) days after the effective date of this agreement and no later than ninety (90) days after the start of each contract year.
- 6.4.3. Contractor shall conduct an annual needs assessment to determine the nutrition education services needed by participants.
- 6.5. Grievance Procedure. Contractor shall develop a written grievance process per Title 22 CCR 7400(a)(2)-(3) for clients to report grievances pertaining to the OCNP , inclusive of the complainant’s rights to privacy. The process shall be posted in a visible and accessible area of each congregate site. Homebound individuals shall be notified of the grievance process in writing.
- 6.6. Possess and maintain a valid health permit from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) for food preparation sites and shall post the permit as required. A copy of a valid health permit for a subcontracted caterer or vendor must be kept on file by the Contractor and available upon request. Food preparation is defined as packaging, processing, assembling, portioning, or any operation that changes the form, flavor or consistency of food.
- 6.6.1. A Limited Service Charitable Feeding Operation registration from the County of San Diego Department of Environmental Health (<http://www.sdcounty.ca.gov/deh/>) is required for satellite sites and catered meal sites where no food preparation is taking place.
- 6.6.2. The County’s Registered Dietitian shall conduct announced and unannounced site visits to food preparation and congregate meal sites quarterly for compliance with the above stated regulations.
- 6.7. Contractor shall ensure that each food facility has equipment necessary for preparing, packaging, and serving meals that are safe and of good quality, as applicable to the program.
- 6.8. Voluntary Contribution Policy.
- 6.8.1. All eligible OCNP participants shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute. Contractor shall clearly inform each participant that there is no obligation to contribute, and that the contribution is purely voluntary. Contractor shall not deny services to any person because of failure to contribute [OAA 315(b)].

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- 6.8.2. Contractor shall post and/or provide a suggested contribution amount. When developing this contribution amount, the income ranges of the older individuals in the community and contractor's other sources of income shall be considered. A sign indicating the suggested contribution for eligible individuals, and the fee for guests, shall be posted near the contribution container at each congregate meal site.
- 6.8.3. Contractor shall ensure methods to receive contributions maintain anonymity and protect the privacy and confidentiality of each participant with respect to the participant's contribution or lack of contribution.
- 6.8.4. Contractor shall establish a written policy for voluntary contributions, including procedures to protect contributions and fees from loss, mishandling, and theft.
- 6.8.5. All collected contributions shall be tracked and reported to the COR monthly and shall be solely used to expand nutrition services and to supplement funds received under this agreement.
- 6.9. Meal Charges for Staff and Guests under Sixty (60) Years of Age. Contractor may serve meals to paid staff and guests under sixty (60) years of age if doing so shall not deprive an eligible participant of a meal. These individuals shall pay at least the full cost of the meal. Contractor shall post the price for guests under sixty (60) years of age.
- 6.10. Staffing/Administration
- 6.10.1. Contractor shall maintain an adequate number of qualified staff with the appropriate education and experience to carry out the requirements of the OCNP, per Title 22 CCR Section 7636.3. The total number of staff shall be based on the method and level of services provided, and size of the service area.
- 6.10.2. Notification of staffing and program changes shall be made to the COR within one business day when said changes will affect the delivery of services to the participants.
- 6.10.3. Contractor shall have a manager on staff who conducts the day-to-day management and administrative functions of the OCNP, and shall either:
- 6.10.3.1. Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years' experience as a food service supervisor, OR
- 6.10.3.2. Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, OR
- 6.10.3.3. Two years' experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
- 6.10.4. Preference shall be given to hiring older adults subject to the qualifications of the position.
- 6.10.5. Volunteers shall be recruited and used in any phase of program operations where qualified.
- 6.11. Staff and Volunteer Orientation and Training.
- 6.11.1. All contractor staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks per Title 22 CCR 7636.5.
- 6.11.1.1. A minimum of four (4) hours of staff training shall be provided annually to paid and volunteer staff. At a minimum, training shall include:
- 6.11.1.1.1. Food safety, prevention of foodborne illness, and Hazard Analysis and Critical Control Point (HACCP) Principles.
- 6.11.1.1.2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
- 6.11.1.2. Attendance records shall be maintained and on file. Contractor training sessions shall be evaluated by those receiving the training through a survey. The survey shall be available to the COR for review upon request.
- 6.11.1.3. An annual written training plan shall be developed, implemented and maintained on file by the contractor. The training plan shall identify who is to be trained, who will conduct training, duration of training, content, date scheduled and an evaluation survey. The training plan shall be submitted to the Registered Dietitian no later than ninety (90) days after the effective date of this agreement and no later than ninety (90) days after the start of each contract year.

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- 6.11.1.3.1. The County’s Registered Dietitian shall review and approve the content of the training prior to presentation.
- 6.11.1.4. Contractor shall conduct as-needed or additional trainings responsive to monitoring findings in a timely manner after notification of the finding, and submit training documentation to the County’s Registered Dietitian.
- 6.11.2. Contractor shall train staff to identify and report any suspected elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Section 15600 et seq. Suspected incidents of abuse shall be immediately reported to the County at 1-800-339-4661; followed by a written report (within two (2) working days) to Adult Protective Services, 5560 Overland Ave, Ste. 310, San Diego, CA 92123.
- 6.11.3. Contractor’s staff, volunteers and subcontractors handling confidential, sensitive and/or personal identifying information shall complete the required California Department of Aging (CDA) Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this agreement and within thirty (30) days of the start date of any new employee, volunteer or subcontractor. Contractor shall maintain Certificates of Completion on file and provide them to the COR upon request.
- 6.12. Cultural Competence and Diversity. Contractor shall support the County of San Diego Health and Human Services Agency, Aging & Independence Services through organizational and systematic practices demonstrating cultural competence and diversity. Contractor shall have an employee training plan that addresses these competencies and shall provide a copy to the COR annually.
- 6.13. Holidays. A maximum of twelve (12) recognized holiday closings will be allowed per year. A holiday schedule must be submitted to the COR at the beginning of each contract year for pre-approval, no later than thirty (30) days after the start of the new contract year. Additional closures will be reviewed on a case-by-case basis and require a minimum of thirty (30) days advance notice to the County.
- 6.14. Funding Components and Fiscal Terms and Conditions: The OCNP is funded by the following components and follow the fiscal terms and conditions listed below:
- 6.14.1. Older Americans Act (OAA)/California Department of Aging (CDA) Title III Allocation. This funding is allocated as follows:
- 6.14.1.1. State of California Title III C Funding Stream. This is the fixed supplemental rate dollar amount for a portion of meal costs. Payments are monthly compensation payments to Contractor for the provision of meals according to Exhibit A and Exhibit C.
- 6.14.2. Nutrition Services Incentive Program (NSIP). This is the fixed supplemental rate dollar amount for incentive payments from the NSIP. NSIP payments are monthly incentives based on the number of meals served per Exhibit C – Pricing Schedule. This amount will be determined annually by the County, based on funds received from the State and Contractor’s prior year’s performance (i.e., meals served). NSIP funds shall only be used to purchase food to be used in the OCNP and not to meet cost sharing or to match funds for any other federal program.
- 6.14.3. One-Time-Only (OTO) Funding. OTO funds are based on funds received from the State of California and are one-time monetary awards for increased meal allotment or the purchase of equipment to enhance the delivery of services to the eligible population. The purpose of the OTO funds will be determined by the County. Pending availability of OTO funding, Contractor shall document, in writing, the need for additional service units and/or equipment.
- 6.14.3.1. Contractor shall obtain written pre-approval from COR prior to starting any procurement process to purchase equipment.
- 6.14.3.2. Contractor shall procure the goods or services by utilizing competitive measures and provide documentation of receiving three (3) or more quotes to substantiate fair and reasonable pricing. County will reimburse costs upon submission of receipts with the invoice in the month following the month in which the expenditure(s) occurred.
- 6.14.4. Contractor’s program income. Program income means revenue generated by the Contractor from contract supported activities and may include:
- 6.14.4.1. Voluntary contributions received from a participant or other party for services received.
- 6.14.4.2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- 6.14.4.3. Royalties received on patents and copyrights from contract supported activities.
- 6.14.4.4. Proceeds from the sale of items purchased under a CDA contract agreement. No equipment purchased with CDA funds will be sold without preapproval from the County and the CDA.
- 6.14.4.5. Contractor shall not receive funds from another source for the cost of the same meal, equipment, or services [2 CFR 200.403(f)][45 CFR 75.403(f)] and OAA Title VI. In order to avoid duplicate reimbursement, Contractor shall not claim the cost of the same meal, equipment or services from another funding source.
- 6.14.5. Contractor’s other revenue, such as fundraising and other donations. The fixed supplement rates are determined to offset the cost of providing services based on and subject to availability of funds from the State of California, California Department of Aging (CDA). Said compensation is not designed to fully fund the OCNP. Funding provided by County

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is only intended to supplement meal cost.

- 6.15. Contractor shall comply with the Division of Occupational Safety and Health (Cal/OSHA), Department of Industrial Relations requirements (<https://www.dir.ca.gov/dosh/>) regarding staff and participant safety. All Contractor facilities are subject to inspection and approval by the County’s Registered Dietitian and Department of Environmental Health.
- 6.16. Contractor shall make available County-supplied SNAP/CalFresh program information to all program participants.
- 6.17. Waitlist. Contractor shall maintain policy and procedures for a waitlist. The policy and procedure shall include: prescreening individuals to determine eligibility, managing applicants’ placement on and removal from the waitlist, periodically reviewing the eligibility and identified needs of applicants on the waitlist, and assigning priority for enrollment based on greatest need.
- 6.17.1. A waitlist shall only be implemented when contractor projects to serve over the contracted amount allocated in Exhibit C. Contractor shall provide written notification to the COR within one business day prior to establishing a waitlist and provide the following:
- 6.17.1.1. Justification as to why eligible individuals are being placed on waitlist.
- 6.17.1.2. Justification of the ranking of the eligible individual placement on the waitlist, in accordance with Contractor’s established policy.
- 6.18. Match. Contractor shall provide a minimum of an eleven point eleven percent (11.11%) match for OCNP costs in cash or in-kind contributions. In-kind contributions are defined as the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.). Voluntary contributions for meals served shall not be counted as part of the Contractor’s match.
- 6.19. Equipment. Contractor shall maintain an inventory list of County funded equipment. The inventory list shall be made available for the COR upon request.
- 6.19.1. Contractor shall ensure that the CDA inventory process is followed for all Title III funded equipment.
- 6.20. Sustainable, Equitable, and Local Food Sourcing Program:
- 6.20.1. On January 25, 2022, the San Diego County Board of Supervisors directed implementation of a Sustainable, Equitable, and Local Food Sourcing Program, with the goal of ensuring that food purchased by the County’s food service operations is in alignment with the values of sustainability, local sourcing, and equity within San Diego County’s food system. Values-based food procurement aligns with identified value areas such as:
- Local Economies - Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
 - Environmental Sustainability - Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics, and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.
 - Valued Workforce - Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
 - Animal Welfare - Source from producers that provide healthy and humane conditions for farm animals.
 - Nutrition - Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.
- 6.20.2. This program relies on the collection and assessment of food procurement data coupled with the implementation of action plans to shift public funding to meet these goals. Organizations contracted to serve more than 100,000 meals annually through the Older Californians Nutrition Program shall partner with the County to develop an annual action plan for values-based food procurement incorporating goals in the value areas defined in Section 6.21.1. County shall offer opportunities for beneficial collaboration and contractor participation is encouraged.

7. Specific Requirements of the Program

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

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

7.2. Assessments.

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

7.2.2. Congregate Meals:

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

7.3. Meal Service.

7.3.1. Congregate Meals:

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

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

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

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

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

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

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

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

8. Data Collection and Reporting Requirements

8.1. Contractor shall submit a claim form and a summary of supporting documentation (format approved by the County) to the COR at AIS.Contracts.HHSA@sdcountry.ca.gov on or before the 15th of the following month per the Statement of Work and Exhibit C – Payment Schedule; with the exception of the June invoice, which shall be submitted in accordance with the fiscal year-end deadline communicated by the COR.

8.1.1. Contractor shall track and report all service unit delivery data on an ongoing basis. Service units include daily meal counts per participant and nutrition education provided.

8.1.2. Contractor shall provide required data collected through County-approved electronic database software, including all specified data points (service units), assessment and demographic information. Data must be accurately entered no later than the date the invoice is submitted for reimbursement per 8.1. above.

8.1.3. Contractor shall submit specified data, including demographic data, for each participant in accordance with current CDA guidance. Aggregate data will not be accepted. Contractor shall utilize the existing data system, specified by the County, to enter the required data. County will provide sample intake forms with required demographic data to be collected.

8.1.4. Contractor shall report program income, in-kind and cash match monthly and annually.

8.1.5. Contractor's reporting per 8.1. above must satisfy requirements of the California Aging Reporting System (CARS) as specified at: https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/CARS/

8.2. Detailed Budget. Contractor shall use the OCNP Detailed Budget Templates to submit a detailed budget with line items to the COR on an annual basis no later than July 1st of each fiscal year.

8.3. Contractor shall submit a completed report of actual costs expended for each service category at the end of each contract

**COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
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EXHIBIT A – STATEMENT OF WORK**

fiscal year for the term of the contract, as requested by the County, in the form and format as provided by COR.

8.4. Customer Satisfaction Survey. Contractor shall:

8.4.1. Contractor shall develop and submit an annual customer satisfaction survey (“survey”) to the COR for review and approval no later than sixty (60) days after the effective date of this agreement and no later than sixty (60) days after the start of each contract year.

8.4.1.1. The survey shall include, at a minimum, the following:

8.4.1.1.1. Address outcome objectives specified in 2.1.

8.4.1.1.2. A provision for participant comments in every survey.

8.4.1.2. Contractor shall conduct the survey, compile the data, and submit report findings to the COR within sixty (60) days from the survey’s initiation.

8.4.1.3. Contractor shall specify the total number of customers who responded to the survey compared to the total number of customers served.

8.5. Organizations contracted to serve more than 100,000 meals annually through the Older Californians Nutrition Program shall collect and submit to the County an annual purchasing data/usage report for all food and beverage procurement for County review and approval of completeness, in support of the Sustainable, Equitable, and Local Food Sourcing Program. The annual purchasing data and usage report shall include the following, as applicable:

- 8.5.1. Time period of purchase
- 8.5.2. Farm name, manufacturer, and/or brand name
- 8.5.3. Production location at the city level
- 8.5.4. Vendor code/SKU
- 8.5.5. Manufacturer code
- 8.5.6. Product description
- 8.5.7. Pack size
- 8.5.8. Quantity and unit of measurement
- 8.5.9. Unit price
- 8.5.10. Total spend on item
- 8.5.11. Weight, in pounds, per item
- 8.5.12. Total weight, in pounds
- 8.5.13. and any other relevant data requested by the County

9. Access to reference and resource documents

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

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

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

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

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

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

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

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

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

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

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- 9.3. Information about budget requirements can be found at the Federal Office of Management and Budget (OMB) Administrative and Cost Policy Circulars at <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>
- 9.4. California Department of Aging (CDA), information for programs and providers and Program Memos at https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/
- 9.5. CDA provides a Data Dictionary that is to be used in determining a Unit of Service. The Data Dictionary can be downloaded at https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/#pp-planning
- 9.6. AAA Area Plan 2020-2024 for Senior Services for PSA 23 can be found at <https://www.aging.ca.gov/download.ashx?IE0rcNUV0zawwaOZExVnwQ%3d%3d>
- 9.7. Policies and Procedures are available for viewing at 5560 Overland Avenue, San Diego, CA 92123.
- 9.8. The County of San Diego identifies Aging & Independence Services as the County's community focal point designed to help older adults connect to services throughout San Diego County. Aging & Independence Services: 5560 Overland Avenue, San Diego, CA 92123; 800-339-4661.


EXHIBIT A-1
OFFEROR'S PROPOSAL

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

PROPOSAL COVER PAGE (PC-600)

SUBMITTAL INFORMATION	
Submit this Completed Form as the Cover Page of Proposal	
DESCRIPTION	
<p>Request for Proposals (RFP) 12715 . Indicate with an "X" the Lot that you are proposing. A separate proposal is required for each Lot:</p> <p>X - LOT 1: Congregate Meals</p> <p>North Inland _ North Coastal _ North Central _ East _ Central _ South X _</p> <hr/> <p>North Inland _ North Coastal _ North Central _ East _ Central _ South _</p> <p>- LOT 3: To-Go Meals</p> <p>North Inland _ North Coastal _ North Central _ East _ Central _ South _</p> <p>- LOT 4: Home Delivered Meals</p> <p>North Inland _ North Coastal _ North Central _ East _ Central _ South _</p>	<p style="text-align: center;">OLDER CALIFORNIANS NUTRITION PROGRAM</p>
OFFEROR INFORMATION (TO BE COMPLETED BY OFFEROR)	
Please Type or Print Clearly	
<p>BUSINESS INFORMATION</p> <p>City of National City</p> <p>Campy/Organization Name 140 E. 12th Street National City, Ca 91950-4401</p> <p>Address (619) 336-4243 or (619) 385-1973</p> <p>Telephone Number www.nationalcityca.gov</p> <p>Website Address { }</p>	<p>REPRESENTATIVE AUTHORIZED TO SIGN OFFER</p> <p><u>Joanne McGhee</u></p> <p>Authorized Representative Name Community Services Manager</p> <p>Authorized Representative Title jmcghee@nationalcityca.gov</p> <p>Authorized Representative Email Address 619-336-4243 619-385-1973</p> <p>Authorized Representative Telephone Number</p>

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

Fax Number (optional)	Authorized Representative Mailing Address
	AUTHORIZED POINT OF CONTACT (POC) if different from Authorized Representative
	POC Name
	POC Title
	POC Email
	POC Telephone Number
	POC Mailing Address
	SIGNATURE
	I certify under penalty of perjury under the laws of the State of California, that I am authorized to execute and submit this proposal on behalf of the Offeror listed above; that all of the RFP instructions and rules, exhibits, addenda, explanations, and any other information provided by the County, including but not limited to, the diligence material, has been reviewed, understood and complied with; and that all information in this submission is true, correct, and in compliance with the terms of
	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">  </div> <div style="width: 50%;"> <p align="center">10/30/2023</p> </div> </div>
Authorized Representative Signature	
Date	

PC 600 Form (PC-600p) Rev. 03-16-2021

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

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

1. BUSINESS TYPE

For-profit Non-profit Government

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, Offeror certifies it is not a non-profit that has entered into a subcontract relationship with a related for-profit entity where an interlocking directorate, management, or ownership relationship exists, except disclosed on an attached list. All awards of contracts disclosing such relationships must be approved by the Board of Supervisors. List Attached? Yes

3. BUSINESS REPRESENTATION

Offeror represents as a part of this offer the following information regarding the ownership, operation, and control of its business:

3.1. Are you a local business with a physical address within the County of San Diego? Yes No

3.2. Are you certified by the State of California as a:
 Disabled Veteran Business Enterprise (DVBE)
Certification #: _____

Small Business (SB, SB-PW, MB, etc.)
Certification #: _____

3.3. Are you certified by the federal government as a:
 Veteran Owned Small Business (VOSB)
Certification # _____

Service Disabled Veteran Owned Small Business (SDVOSB)
Certification # _____

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): %

4. DEBARMENT, SUSPENSION, AND RELATED MATTERS

4.1. Offeror certifies to the best of its knowledge that neither it nor any of its officers:

4.1.1. Are presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any state, local, or federal department or agency.

4.1.2. Have within a three (3) year period preceding this certification been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, medical negligence or malpractice.

4.2. Except as allowed for in Section 4.2.6, Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.2.1. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph 4.1.2 of this certification.

4.2.2. Are presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.

4.2.3. Are proposed for debarment by any state, local, or federal department or agency.

4.2.4. Have a judgment rendered against them by a body described in 4.2.2 that is unsatisfied.

4.2.5. Have within a three (3) year period preceding this certification (i) been found in violation or had a judgment rendered against them resulting from the type of as investigation, accusation, or charge described in 4.2.2 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

4.2.6. If Offeror is unable to certify any of Sections 4.2.1 through 4.2.5, it certifies that it has disclosed and attached to this Representations and Certifications the reason(s) it cannot do so. The disclosure must include the Section(s), specific relevant facts including dates, contracts, individuals involved, status of actions, and any other relevant information that prevent it from making the requested certification(s). The County reserves the right to disqualify an Offeror based upon information disclosed. Disclosure Attached? Yes

5. RELATED WORK

Offeror certifies to the best of its knowledge that, other than as disclosed in an attached separate sheet, it and its proposed subcontractors, agents, and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing related studies or recommendations, components of the statement of work, or plans and specifications).

Disclosure Attached? Yes

6. CURRENT COST OR PRICING

Offeror certifies to the best of its knowledge that cost and/or pricing data submitted with this offer, or specifically identified by reference to actual submission of the data is impracticable, are accurate, complete, and current as of the date signed below.

7. INDEPENDENT PRICING

Offeror certifies that in relation to this offer:

7.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other offerors, with any competitors, or with any County employee(s) or consultant(s) involved in this or related procurements;

7.2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor or with any County employee(s) or consultant(s) involved in this or related procurements; and

7.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an its offer for the purpose of restricting competition.

8. ADDITIONAL DISCLOSURES

Offeror shall report in writing to the County Department of Purchasing and Contracting within five business days of discovering or having any reason to suspect any change in status as certified in the preceding paragraphs. Upon County's request, Offeror shall provide additional information supporting Offeror's Representations and Certifications. Offeror's obligations under this Section 8 shall continue until Offeror is no longer under consideration for award of a contract, or until termination or expiration of any resulting contract(s).

CERTIFICATION

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

Name: Joanne McGhee Signature: _____ Date: 10/30/2023
Title: Community Services Manager Company/Organization: City of National City

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

NONDISCLOSURE INDEMNIFICATION AGREEMENT

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

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

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

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

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

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

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

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


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

TO BE COMPLETED BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR

Offeror Company/Organization Name: City of National City

Authorized Representative Name: Joanne McGhee

Authorized Representative Title: Community Services Manager

Signature:  Date: 10/30/2023

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

DVB REQUIREMENTS AND FORMS

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

For this solicitation:

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

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

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

DVB SUBCONTRACTOR PARTICIPATION SUMMARY

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

All Offerors must complete this section
Offeror: City of National City, California
Offeror's Representative: Joanne McGhee

Exemptions (complete only if Offeror qualifies for one of the exemptions)
Offeror is exempt from DVB Subcontractor Participation Requirements in accordance with Board Policy B-39a because Offeror is a:
<input checked="" type="checkbox"/> Government agency <input type="checkbox"/> Nonprofit organization <input type="checkbox"/> Small Business Enterprise (SBE), pursuant to Board Policy 8-53 <input type="checkbox"/> State of California small/micro business certification#: _____ Veteran Owned Business (VOB), pursuant to Board Policy B-39a VOB status due to certification as a: <input type="checkbox"/> DVBE - State of California certification#: _____ <input type="checkbox"/> VOSB - U.S. VA certification#: _____ <input type="checkbox"/> SDVOSB - U.S. VA certification#: _____

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

Offeror must provide additional supporting documentation upon request.

THIS FORM SHALL BE SUBMITTED WITH PROPOSAL ON THE DUE DATE

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Exhibit C – Pricing Schedule Submitted Separately

1. Program Design

1.1 City of National City (City) has read, understands, and accepts the Exhibit A – Statement of Work.

a. Provide a description of how Offeror will perform the work required in Exhibit A, Statement of

Work. Description should include:

i. How Offeror will ensure that priority is given to serving persons with the greatest economic or social need, in particular low-income minority individuals, older individuals with Limited English Proficiency (LEP), older individuals residing in rural areas, and older individuals at risk for institutional care. The City of National City currently provides, and anticipates the continuation of providing, home delivered meals 5 days a week and to deliver weekend meals on Fridays for weekend consumption

In the year 2022, Congregate Nutrition Program provided 35,731 meals. This year (2023), the Congregate Nutrition Program exceed the year 2022 as the year to date meals has reached 38,969 with two months remaining. The City is one of the only congregate meal providers for seniors in the South region of San Diego County. The Nutrition Center program provides services to low-income older individuals, over the age of sixty.

ii. **Dietary Guidelines.** The Executive Chef and Sous Chef develops the menu; there is review and revision conducted by National City's Nutrition Services Supervisor who reviews, edit and send to the County of San Diego for final approval. This process starts one month prior to the services month to ensure County Contract Meals comply with the Dietary Guidelines for Americans as established by the U.S. Department of Agriculture and the U.S. Department of Health and Human Services, to confirm each meal contains at least one-third (1/3) of the current Dietary Reference Intake. The City of National City participants in using low sodium and sodium reduction for all meals. The menus have notation of meals that contain a higher level of sodium. The City of National City posts the Nutrition Services menu on the National City webpage under Community Services Page. Menu are printed and posted at the entrance of the Nutrition Center and are available for individuals to take home.

In the event there is a menu change, it is posted in the entrance to the dining room and accessible at a minimum of 24 hours prior to meal service. A sample one-month menu is included as Attachment 2.

1.

iii. **Sample one month menu.** See attachment 1

iv. **Cultural Diversity of Menu.** The City strives to include meals that are reflective of the culture of participants. The Chefs provide a variety of different cultural meals each month with considerations that are representative of culturally significant holidays and celebrations.

v. **Locally Grown Foods.** The Executive Chef and Sous Chef purchase and prepare all meals and work diligently to ensure locally grown foods are utilize whenever possible.

vi. **Congregate Meal Plan (Lot 1).** The City currently provides congregate meal service and intends to continue to provide meals in a congregate setting five days a week Monday through Friday with the exception of major holidays and weekends.

vii. **Transportation Plan (Lot 2).** N/A

viii. **To-Go Meals Plan (Lot 3).** N/A

ix. **For Home Delivered Meals (Lot 4).** N/A

b. **Describe Offeror's plan for determining participant eligibility. Describe the plan for completing required assessments to include the frequency of assessments and how participant information will be collected. Congregate Client Assessment.** The Nutrition Services Supervisor completes the initial in person client assessment (County form provided) to ensure age eligibility, sixty (60) years of age or greater, and include the nutrition screening assessment. Clients must provide documentation of age eligibility; this is usually done by showing an identification card. Annually, the Nutrition Services Supervisor completes a re-assessment of registered clients. Client assessments are saved electronically and access to files is limited to staff with passwords.

c. **Provide job descriptions for all positions. Indicate if position is full time or part time, and indicate the number of hours per day. Include position title, education, experience and certifications. Include volunteer and other non-paid staff positions if applicable. Job Descriptions.**

The Nutrition Services Program operates with the following staff: Nutrition Services Supervisor, Executive Chef, Sous Chef, Food Service Workers, Home Delivered Meals Drivers, Home Delivered Meals Coordinator, Dishwasher, Senior Office Assistant and Volunteers.

The Nutrition Services Supervisor is a full-time position scheduled forty (40) hours per week; eight (8) hours per day, Monday through Friday. The position requires at least five years' experience in customer service, and two years' experience supervising a high paced food production kitchen. Certifications include CA Driver's License and CPR/First Aide and Food Manager Certification. The Incumbents are responsible to supervise a variety of specially trained employees, to establish work standards, to schedule work, and to evaluate the performance of subordinates. Program complexity may require more than one level of subordinates, requires that the monetary receipts are monitored to maintain financial records, and to make periodic reports on the fiscal integrity of the program.

The Executive Chef is a full-time position scheduled forty (40) hours per week; eight (8) hours per day, Monday through Friday. This position requires (2) years' experience in high-volume food production, including experience planning and preparing meals in an institutional or restaurant environment. Experience and knowledge of large-quantity food production; foods and nutritional quality of food products; recipe adjusting; baking practices; weights and measures; safety practices for kitchen and food preparation equipment; operation of kitchen equipment; standard sanitation and cleaning practices; and knowledge of the service of food in the dining room are required. This position supervises a team and participate in the preparation of food in large quantities in an industrial kitchen for the Nutrition program and Home Delivered Meals program, exercising initiative and creativity in the economic preparation of meals; and perform related responsibilities as assigned.

Food Service Workers position has two classifications, is a full-time position scheduled Forty (40) hours per week; eight (8) hours per day, Monday through Friday and part-time position working 5 days a week (4) per day Monday through Friday. The second classification is a part time benefited position working (6) hours per day Monday through Friday. This position requires One (1) year of experience in high-volume food production preparation in an institutional, restaurant, or bakery environment. The position assists in preparing main meals; cleans and prepares fruits and vegetables for cooking; prepares salads, drinks, and simple desserts (i.e. gelatin and pudding); portions all food items and ensures proper temperatures are maintained in accordance with basic food safety as taught in the required Food Handlers' Class; cleans basic kitchen equipment including pots, pans, and dishes; cleans and sweeps floors when needed; vacuums dining area and entrance when needed; assists in serving prepared food on serving line; serves in dining room when needed; operates kitchen equipment (e.g., potato peeler, mixer, blender, steamer, kettle, coffee machine); makes minor adjustments to equipment; operates equipment in a safe manner; may assist in unloading and putting away items; performs other related duties, including but not limited to receiving food and dry goods.

The Home Delivered Meals Driver position is a full-time position scheduled forty (40) hours per week; eight (8) hours per day, Monday through Friday. . This position required valid Class C California Driver's license and graduation from high school or GED equivalent. The position packages hot and cold food in preparation of delivery to home-delivered meals participants, cuts and portions food as necessary while packing; uses proper food handling techniques to ensure safety and sanitation of food items; reads and interprets maps of the community; operates a motor vehicle using defensive driving techniques and safety; inspects vehicle for proper safety device operation; arranges food packages in vehicles for ease of removal while making stops along route; makes entries into logs pertaining to food package distribution and mileage; checks on well-being of participant, including checking freezer and refrigerator space for weekend meals; encourages participant to eat the meals provided; helps with quick housekeeping and personal care chores such as emptying trash, dressing, etc.; calls for emergency or family care for participants who are in need of assistance; converses with participants, demonstrating caring interest and a positive outlook; collects contributions when offered and makes entry into log; answers the phone and modifies the day's delivery schedule to comply with information received on the phone; assists in the dining room and front office as necessary; cleans as necessary, including home-delivered meals' food prep areas and vehicles; counts and submits collected money, together with accompanying logs to supervisor; performs light clerical duties; attends meetings; performs other related work as needed

The Home Delivered Meals Coordinator is a full time position and works (8) hour shifts, (5) days a week, Monday through Friday. This position requires three (3) years of progressively responsible experience in high-volume food production preparation in an institutional, restaurant, or bakery environment. This position instructs and directs meal packers/drivers in the proper assembly, handling, and attractive presentation of high-quality meals; coordinates the set-up and utilization of the assembly line/tray line and meal packers/drivers for high-quality, accurate, efficient, and cohesive team work operations; organizes the loading of homebound hot and cold meals for drivers; ensures transport carriers are properly labeled and placed in a designated

area; directs the drivers in the instruction and implementation of their duties; completes intake sheets during initial home assessment or via phone and creates files for each client; performs quarterly home assessments, reports and record preparation; completes daily meal count for kitchen; monitors sanitation and proper temperature control of home-delivered meals to guard against food-borne illness; utilizes work simplification techniques to complete tasks in the shortest, most efficient time frame; manages own time and that of meal packers/drivers effectively so that food assembly and packaging and delivery are completed as required; maintains effective communication and public relations inter- and intradepartmental; reports any equipment needs or malfunction to the Director; routinely checks equipment for preventive maintenance; attends and participates in Food Services Manager/Chef/staff meetings for brief updates on food service operations; assumes the duties of the subordinate driver as needed; supervises, trains, evaluates, rewards, and disciplines subordinate staff; performs other duties as assigned.

The Dishwasher position is a part time position working (4) hours per day, (5) days per week, Monday through Friday. This position may have any combination equivalent to training and experience that could provide the required knowledge, skills, and abilities will be qualifying. A typical way to obtain the required knowledge, skills, and abilities would be: possession of high school diploma or General Equivalency Diploma (GED). Duties include Scrubbing, washing, rinsing, sanitizing, and air-drying all pots, pans, utensils, trays, cups, mugs, and any other items in operation of the program using proper dishwashing and sanitation techniques; cleaning dishwashing area during and after each shift, including the dishwashing machine, sinks, and floors, using sanitary methods; emptying trash cans as needed and mopping floors as instructed; and performing other related duties as assigned.

The Senior Office Assistant position is a full-time position scheduled forty (40) hours per week, eight (8) hours per day, Monday through Friday position. Training and experience needed for this position include Graduation from high school, including or supplemented by courses in office practices and typing; and one (1) year of clerical experience. Duties include correspondence, forms, reports, requisitions, and other related material from rough draft, marginal notes, machine recording, or oral instructions; compiles information and prepares reports requiring general knowledge of functions and procedures of the assigned department; collects information for the public or department use; compiles, tabulates, and checks statistical data; maintains files, cards, mailing lists, and other records; produces letters using standard formats; checks invoices against purchase orders; screens visitors and telephone calls by furnishing routine information requested or by referring to appropriate source; dispenses supplies; receives, records, and accounts for a limited amount of money; operates word processing equipment to store and retrieve information and to prepare correspondence and reports; performs basic fiscal recordkeeping in the maintenance of financial and cost records; maintains time and payroll records; operates standard office equipment and telephone console.

Volunteers are scheduled to their availability and generally select specific days of the week

To include the hours of 9am to 1pm. Volunteers are trained on various topics to include (but Not limited to) food safety, food service, emergency procedures, customer service, Handwashing, and accident prevention.

d. **Disaster Plan.** See attachment 2

e. **Submit a plan for annual staff training utilizing Attachment 3- Training Plan.**

a. Cultural Competence and Diversity training to be held annually starting April 2024.

b. The City conducts and will continue to conduct trainings as-needed by utilizing experienced professional staff, outside resources/presenters, additional on-line training is available through Vector Solutions in addition to online resources available through the internet.

c. The City provides four (4) to six (6) nutrition education presentations each year. The Nutrition Services Supervisor and the County Dietician provide the presentations. The Nutrition Services Supervisor prepares and obtains approval from the County on the year's Nutrition Education plan. The topics include but are not limited to - healthful food choices, physical activity, heart health, sodium reduction, malnutrition, and hydration. Topics are also based on the annual needs assessment conducted by the Nutrition Services Supervisor.

d. Grievance Policy – Attachment 4

e. Contribution Policy – Attachment 5

f. Program implementation. The City of National City is currently contracted with the county of San Diego, Health & Human Services Agency, for the provision of congregate meals and home-delivered meals; Implementation of both congregate meals and home delivered meals would continue without interruption as currently operated.

Start date	Action Required	Responsible Party	Dependency	Milestones	Date of Completion
12/18/2023	Notice of Award of Contract to City of National City	County of San Diego	Acceptance of RFP response	Day 1	12/18/2023
12/19/2023	City to review contracts and amend if needed	City of National City Comm. Service Manager	Receipt of award	Day 2	12/19/2023
12/19/2023	Execute contract with County	City Attorney & City Manager	Attorney review	Day 2	12/20/2023
12/20/2023	City sends contract to County	City of National City Comm. Service Manager	Signed	Day 3	12/20/2023
12/29/2023	County executes city contract	County of San Diego	All documents provided and approved	Day 11	12/29/2023

1/1/2024	Operations continued	City of National City	Fully execute Contract received	Day 13	1/1/2024
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g. Equipment List-

INVENTORY - PSA # 23 FY 21-22

Contract	561763	Contractor:	City of National City, George Waters Nutrition Center 1415 D Ave., National City CA 91910			COTR	Lellani Robertson	Phone:	858-505-8953			
Program	Maria Elena Wright	Email:	mwright@nationalcityca.gov				O=obsolete; B=broken; L=Lost; S=stolen					
Phone:	(619)336-4281 Office 619-495-0822 Call	Fax:				Total Cost:	177,219.45					
Total Items:		18										
Site	CDA No.	Q	Description	Model	Serial N	Fund Source	Purchase Cost	Purchase Date	Disposal Date	Useful life	TAC	Comment
GW	21901	1	Blender	Waring		C1	\$891.00	Unknown	2018			Was taken back by County(Lellani) and was going to be replaced with another one.
GW	No tag/yellow	2	Carts - Metal Wire			Unknown						Still have the 2. Working condition
GW	21895	1	Convection Steamer	Cleveland	#24CDP10	C1- OTO fy13-14	\$16,953.00	3/25/2014				Working and has been maintained regularly
GW	21800 (x1)	1	Food Carts	vollrath 97140		C1- OTO fy12-	\$572.67	6/22/2013				Have two and working
GW	21898	1	Food Mixer	Volrath 40758		C1- OTO FY10	\$3,882.75	3/4/2011				Working .
GW	21897	1	Food Slicer	Volrath 7512		C1- OTO FY10	\$2,325.95	3/4/2011				Barely working; Will be replaced with Infrastructure Grant monies.
GW	21899	1	Gas Range	Imperial IHR-6C, 36"		C1 -OTO FY11	\$6,764.25	8/24/2012				Working and has been maintained regularly
GW	21902-sticker lost-fell off.	1	Ice-machine			C1-OTO fy14-15	\$4,535.00	4/24/2015		1 more year if that		Working .Will be replaced with Infrastructure Grant monies.
GW	21896	1	Microwave Oven	Sharp 1200M		C1- OTO FY10-11	\$1,100.00	3/4/2011				Working
GW	21894	2	Oven (for both units,side-by-side)	SCCCO-T	*	C1	\$15,050.00	2/8/2001				This is an older model; No longer in the kitchen since remodel in 2019
GW	21907	1	Refrigerator - Under Counter			C1- OTO FY15-16	\$1,701.00	2/19/2016				Working condition now. Was repaired recently.
GW	23518	1	Steam Jacketted Kettle	Cleveland		C1- OTO FY1617	\$15,084.74	6/30/2017				Working and maintained regularly.
GW		1	Steamer	Steamcraft		Title IIC2	\$6,285.09	8/18/2003				This is an older model steamer: Was returned prior remodel in 2019; taken from Hollister site
GW		1	2004 Ford (338)	Rngr Ht shot	U24PBO31	Title IIC2	\$33,596	5/28/04				Working and maintained regularly.
GW		1	2008 Ford (356)	Rngr Ht shot	U78PB0173	Title IIC2	\$32,122	6/30/08				Working and maintained regularly.
GW		1	2013 Ford (381)	F150 Ht shot	M5DFC140	Title IIC2	\$36,256	6/11/13				Working and maintained regularly.

h. Proposed Facility Site –

i. The City's congregate meals (Lot 1), term (01/01/2024-06/30/2024), using the Attachment 4- Site Chart will be located at The City of National City property named George H. Waters Nutrition Center. Located at 1415 D Ave, National City, Ca 91950.The facility includes a dining room and commercial kitchen. The dining room can accommodate up to 250 individuals during the hours of service. The location has indoor restrooms with ADA accessibility.

Congregate Meal provider:

1. The City of National City
George H. Waters Nutrition Center
www.nationalcityca.gov
2. Copy of Food Safety Manager Certification for food facility. Attachment 6
3. Copy of Department of Environmental Health and Quality inspection report and health permit, or plan to obtain a health permit prior to service. Attachment 7

iii. Provide a description of home-delivered meal services, serving a minimum of five (5) days per week, including the following: N/A

1. N/A
2. N/A

iv. If Offeror is proposing to provide transportation services to and from the congregate meal sites, provide the following information:

The source of vehicles to be used if vehicles are not available from the County/funding source, the vehicle type, handicap accessibility and seating capacity. If Offeror is proposing to provide transportation services to and from the congregate meal sites, provide the following information:
N/A

1.2. If Offeror plans to subcontract and partner with local community-based organization(s) closest to the service area(s), subcontractor(s) shall have local expertise within the community served to ensure the Offeror has sufficient infrastructure to deliver services Countywide.

The City of National City does not plan on subcontracting with any community based organizations.

1.2.1. Fully identify each subcontractor by providing the organization's name, address, specific proposed region(s) to serve, and experience serving the target population.

N/A

1.2.2. Describe the specific services and program requirements the subcontractor(s) will provide.

N/A

1.2.3. Describe how the services provided by the subcontractor(s) will be monitored and evaluated to ensure that all services have been implemented.

N/A

1.2.4. Specify the type of contract or agreement and whether the subcontractor(s) have committed to the agreement.

N/A

1.2.5. If Offeror does not propose to use subcontractor(s)/partnership(s), state as such in the response.

The City of National City does not propose to use subcontractors/partnerships.

1.3 Provide HHS Linguistic and Cultural Diversity Plan
Attachment 9

1.4. Offeror’s quality control system:

Congregate Meals Clients may provide feedback either directly to staff, or anonymously using comment cards. Emails to county and or City of National City. The City of National City will provide the opportunity to surveys to participants in all Community Services Department programs in January 2024 in addition to the feedback from comment cards.

1. Organizational Capability, Experience and Qualifications

2.1. Describe Offeror’s experience within the last five (5) years for developing, implementing, and managing the same or similar services described in the SOW.

The City has operated the George H. Watters Nutrition Center since 1979. It has contracted with the County of San Diego, Health & Human Services Agency for the provision of Congregate Meals and Home Delivered Meals for several decades. Location of center where service is performed is 1415 D Ave, National City, CA 91950. Focus population is senior’s age 60 + residing in area codes 91950 and 91951

2.1.1 Offeror may list up to five (5) contracts that are most recent and relevant to the services in this solicitation, beginning with the most recent, and ending with the oldest of those selected. The description should include:

2.1.1.1. Detail knowledge and experience in working with the focus population and in culturally-sensitive service delivery.

2.1.1.2. Dates of operation for each program; the facility name, address, phone number, email address and contract person(s); agency for which the program operated; focus population; a brief description of services provided; annual and total contract values and population serviced.

<p>Contract # 547767 FY 19/20 FY 20/21 FY 21/22 FY 22/23</p>	<p>The service of Home Delivered Meals and Congregate Meals served from and at George H. Waters Nutrition Center located at 1415 “D” Ave - National City, Ca 91950. Phone number (619) 336-6750 main line, Home Delivered Meals Line (619) 336-6752. Focus population are persons of low income and ages 60 and older who live in zip codes 91950 and 91951.</p>
<p>Contract # 561763 FY 19/20 FY 20/21 FY 21/22 FY 22/23</p>	<p>The service of Home Delivered Meals and Congregate Meals served from and at George H. Waters Nutrition Center located at 1415 “D” Ave - National City, Ca 91950. Phone number (619) 336-6750 main line, Home Delivered Meals Line (619) 336-6752. Focus population are persons of low income and ages 60 and older who live in zip codes 91950 and 91951.</p>

2.1.2 Describe Offeror's experience working with government agencies to effectively communicate, collaborate, and problem solve to serve the same or similar focus population. If Offeror does not have experience with government agencies, explain how Offeror will effectively communicate, collaborate and problem solve to serve the same or similar focus population.

The City of National City works with other municipal agencies, on matters relating to the Senior Nutrition Program. San Diego County is a contact often used for information sharing and best practices. As one of the only service providers in the area we rely on communication with other senior centers and nutrition services across the county.

2.1.3 Describe how Offeror's framework supports program's goals and outcomes. Include at a minimum the following:

2.1.3.1 An organizational chart that describes Offeror's overall organization and illustrates the relationship of the proposed program with other divisions, programs, and sections within the overall organization. Indicate the lines of organizational management, authority, and responsibility. If any operational components will be provided through subcontracting, indicate lines of responsibility and how it functions to achieve the outcomes outlined in the Statement of Work. Please see Attachment 10

2.1.3.2 Provide a staffing chart that identifies all program staff positions (by name and title, if known) and reporting responsibility. Include volunteer and other non-paid positions, if applicable. Center organizational chart attachment 11

2.2 Provide a minimum of three (3) and no more than five (5) business references for Offeror's most relevant projects and/or programs within the past five (5) years. References must be relevant to this population and program services to be provided. (NOTE: County staff cannot be used as reference). If previous work was not similar, list three (3) business references who can attest to Offeror's competency. County staff will verify each reference. Each reference should be summarized in no more than one (1) page and should include the following: Please see attachment 12

2.2.1. Reference organization's name, address, phone number, email address. Please see attachment 12

2.2.2. Contact person(s) representing the reference organization, title, phone and fax numbers, and e-mail address. The referenced contact person(s) must be familiar with Offeror and Offeror's relevant Experience and performance. Please see attachment 12

2.2.3. Brief statement of the organization's relationship to Offeror and the period of the relationship.

2.2.4. A summary narrative of the applicable work provided; fee and contract term for the work; if the program's service was completed within the original contract fee and term (explain reasons for any fee increase and delays); problems encountered and resolutions; contract objectives and results. Explain how the experience gained could be beneficially applied to this project. N/A

3. Organizational Stability and Risk

3.1. Offeror shall submit documentation demonstrating fiscal solvency and how entity will maintain solvency throughout the contract period. Briefly outline the internal fiscal management process the organization will use to monitor and ensure that county funding and other revenues are adequate to meet program costs. The City of National City utilize City General Fund to supplement the expenses of the Nutrition Program. Monthly financial reports are provided to monitor revenue and expenses. If the monies are not reflective of the budget, a plan of action is developed with the Department Director and manager to rectify and balance the budget. Donations are counted daily with the Senior Office Assistant and Nutrition Services Supervisor. The total donation is counted daily and

documented daily and submitted to finance for deposit. As part of cash handling procedures there are always two personnel present. The finance department processes the deposit and enters the count into the finance system. The Nutrition Services Supervisor serves as the fiscal agent for the Nutrition Program, this position completes a monthly review of meals served, signatures, meals ordered, daily Home Delivered Meals sheet, and donation totals to prepare the monthly claim to the County of San Diego for reimbursement.

3.1.1. Submit, as applicable, the most current un-audited financial statements, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement).

Please see attachment 13

3.1.2. Submit, as applicable, the following information for the last three (3) fiscal years. Annual audit report to include: FY 21/22 Audit Attachment 14

3.1.2.1. Audited financial statements with the applicable notes.

3.1.2.2. Independent Auditor's Report on Compliance and Internal Control over Financial Reporting Based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.

3.1.2.3. Independent Auditor's Statement of Findings and Questioned costs.

3.1.2.4. Management Letter (if applicable). N/A

3.1.3. If Offeror does not have audited financial statements, submit un-audited financial statements for the last three (3) Fiscal Years, to include the Statement of Financial Position (Balance Sheet) and the Statement of Activities (Income Statement). N/A

3.1.4. Offeror may submit in place of the requested audited or un-audited financial statements for the last three(3) Fiscal Years as listed above copies of letters issued by the Health and Human Service Agency (HHS), Agency Contract Support (ACS) verifying receipt of audited financial statements for the last three (3) fiscal years. Please see attachments 15 and 16

3.1.5. Provide documentation that the organization has sufficient reserves to maintain the program for sixty (60) days. Documentation may include cash and/or credit reserves. Attachment 17 Treasurer's Cash Report

3.1.6. Describe Offeror's accounting system and its protocols to be utilized to meet the appropriate and applicable accounting and invoicing requirements as provisioned in Exhibit C- Payment Schedule, Accounting/System Requirements.

The City of National City has a system of internal controls to ensure that invoices are processed accurately and paid promptly to the correct vendors. Each vendor is issued a vendor id code, when the invoices are submitted to the department liaison in this case the Nutrition Services Supervisor, the payment requests are generated using the city's EDEN system. Once an invoice is submitted into the system, they are submitted to finance for payment processing.

For invoices exceeding \$15,000, both the Finance Technician and Senior Finance Accountant examine the payment details. For purchases exceed \$500 a PRC review, after review a grant of approval or denial of purchase is recieved. Purchase over \$1000 must have a requisition attained before the invoice can be processed.

3.2. Provide a summary and documentation of contract performance and Offeror's compliance for the last three (3) contract years. Please see attachment 18.

3.2.1. List all corrective actions, including In-Depth Invoice Reviews, Medical Records Reviews, Corrective Action Notices, or similarly related reviews and/or notices of Agency-issued non-compliance; also list why the corrective actions were issued, their required timelines/ deadlines, how they were resolved, and if they were resolved within the required timeline/deadline.

Please see attachment 18

3.2.2. Provide history of all programs on a required Corrective Action, or Contract Risk Report, or similarly related history on correction actions or risk reports, over past three (3) years including program name, reason for corrective action, and corrective action timeline.

N/A

3.2.3. Provide a detailed listing of any breach or noncompliance, failure, or refusals to complete a contract; information on early termination and details of any and all liquidated damages assessed by any entity during the last three (3) years. N/A

3.3. Provide a copy of a letter from the Offeror's attorney and/or in-house legal counsel regarding the status of lawsuits and pending litigation for the most recent year, if applicable. Provide a description of any active litigation (i.e., lawsuits, mediations, regulatory actions) and their resolution, if resolved, in the past five (5) years related to the Offeror's performance. Provide information regarding status, resolutions, and if any penalties, fines, or other actions required. If there are none, state as such in the response.

The City has no litigation related to the City's performance.

4. Performance Mapping and Metrics

4.1. Describe Offeror's ability to collect, track and report data and monitor program outcomes. Detail how Offeror plans to collect and maintain daily records of services provided, what data management platform program will be used, and how Offeror plans to ensure all data is protected, complete, accurate, and reports are submitted timely.

The City of National City maintains spreadsheets which reflect daily service units of congregate meals, and home delivered meals. Spreadsheets are reconciled daily. Reports reviewed by department management signed and submitted to the City's finance department. The finance department enters the document into a secured file and submits to the County of San Diego before the 15th day of the following month.

5. Pricing

5.1. Offeror shall complete and submit Exhibit C – Pricing Schedule for all years of the contract.

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

The City of National City budget covers the full burden of staffing, operational and overhead expenses incurred to meet the services requirements for the nutrition program, as approved in June 2023 and reflected in the City of National City budget for fiscal year 23/24.

Lot 1 – Congregate Meals

Initial Term: January 1, 2024 – June 30, 2024

Service	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	
Congregate Meals	23,381	\$6.83	\$159,692.23	\$17,741.80
Congregate Meals -Rural	0	7.40	0	0
Incentive Payments	23,381	.65	\$15,197.65	
Grand Total			\$174,889.88	17,741.80

Option Period 1: July 1, 2024 - June 30, 2025

Service	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	
Congregate Meals	46763	6.66	\$311441.59	\$34601.16
Congregate Meals -Rural	0	7.22	0	
Incentive Payments	46763	.45	\$21043.35	
Grand Total			\$332484.94	\$34601.16

Option Period 2: July 1, 2025 -June 30, 2026

Service	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive	

			Payment for the total)	
Congregate Meals	46763	6.66	\$311441.59	\$34601.16
Congregate Meals -Rural	0	7.22	0	
Incentive Payments	46763	.45	\$21043.35	
Grand Total			\$332484.94	\$34601.16

Option Period 3: July 1, 2026 -June 30, 2027

Service	Proposed Number of Service Meals	County's Fixed Supplemental Rate	Total (Multiply the # of Service Meals by the County Supplemental Rate or Incentive Payment for the total)	
Congregate Meals	46763	6.66	\$311441.59	\$34601.16
Congregate Meals -Rural	0	7.22	0	
Incentive Payments	46763	.45	\$21043.35	
Grand Total			\$332484.94	\$34601.16

6. Acceptance of Terms and Conditions and Insurance

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

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

The City of National City accepts the proposed County of San Diego Standard terms and conditions and insurance requirements.

Yes No If NO, provide a detailed paragraph-by-paragraph, contract clause-by-contract clause description of any issues or concerns that Offeror may have with the documents listed. If Offeror objects to a particular paragraph or clause, then Offeror will need to further describe, in business terms and not in proposed language, the nature of its concern and what terms Offeror is willing to accept. The Exception List shall provide the reason or rationale supporting the item of concern and/or counter response. Simply stating that a paragraph or clause is "Not Acceptable" or proposing alternative contract terms without describing in business language the reason or

rationale may be considered acceptance of that paragraph or clause. If Offeror does not identify specific concerns with a particular paragraph or clause, the County will consider the paragraph and/or clause acceptable. Offeror shall also provide a description of the business benefit to the County for the proposed language changes. Offeror shall provide a Redlined (track changes) copy of Exhibit - Terms and Conditions.docx reflecting the proposed revision.

The County will favor a response that contains a minimal number of exceptions to the requirements and Terms and Conditions contained in the RFP. Should Offeror take exception(s) to the contract, Offeror understands that the County may, as part of its evaluation process, conclude that exceptions are so numerous and/or material as to make Offeror's response to the solicitation unacceptable.

No Standard Offeror Form Contracts – Do not provide a copy of Offeror's standard contract to the County. The County will be using the enclosed "Terms and Conditions" in negotiations with Offeror. Offeror will be deemed to have accepted any terms and conditions of the Contract to which it does not take exception in its proposal, and such accepted terms and conditions will not be subject to further negotiation.






6.2. Byrd Anti-Lobbying Amendment certification: Confirm (YES/NO) Offeror certifies that it and its subcontractors have not used Federal appropriated funds to pay any persons or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. List as a disclosure any lobbying with nonFederal funds that takes place in connection with obtaining any Federal award by Offeror or Offeror's subcontractors. Yes No

Lunch Hours
11:00 AM–12:30 PM
Suggested Contribution
Senior Adults (60+) \$3.50
Non-Senior Set Fee
\$6.00 paid at the front desk

NOVEMBER 2023

National City George H Waters Nutrition Center
1415 "D" Avenue- National City, CA 91950
Center Main Line 619-336-6750
Home Delivered Meals Info (619) 336-6752



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>PLEASE NOTE: <i>These meals may contain the following allergens:</i> <i>Peanuts* Fish*</i> <i>Tree Nuts* Soy*</i> <i>Eggs* Shellfish*</i> <i>Milk* Wheat</i> <i>*Sesame</i></p>	<p>Menu Subject To Change Without Notice *\geq1000 MG SODIUM PER MEAL Alternative Meal Option Available on SOME Pork & Fish Days. Inquire at Front Desk</p>	<p>1) Catch of the Day (Fish) GREEN & YELLOW ZUCCHINI RAINBOW COLESLAW MANGO MIX CUP WG PASTA CREAMY YAM SOUP 1% MILK</p>	<p>2) Beef Fajitas FIESTA BLEND CUCUMBER DILL SALAD FRESH MANDARIN BLACK BEANS WG TORTILLA 1% MILK</p>	<p>3) Eggplant Parmesan STEAMED SPINACH CHICKPEA QUINOA SALAD GALA APPLE WG NOODLES RED LENTIL SOUP 1% MILK</p>
<p>6) Beef Strips with Cactus CHAYOTE SQUASH ARUGULA PEACH SALAD FIESTA FRUIT CUP BROWN SPANISH RICE ORANGE JUICE 1% MILK</p>	<p>7) Ground Turkey Meatloaf STEAMED BROCCOLI TOSSED SALAD FRESH PEAR GARLIC MASHED POTATOES POPCORN 1% MILK</p>	<p>8) Creamy Pumpkin Soup STEAMED SPINACH CHICKEN SALAD PINEAPPLE CUP WW ROLL 1% MILK</p>	<p>9) Catch of the Day (Fish) CALIFORNIA BLEND SPINACH & FRUIT SALAD WG PASTA BROCCOLI CHOWDER OATMEAL COOKIE 1% MILK</p>	<p>10) CLOSED FOR  HOLIDAY</p>
<p>13) BBQ Baked Chicken COUNTRY BLEND RED POTATO SALAD ORANGE SMILES WG MAC & CHEESE 1% MILK</p>	<p>14) Open-Faced Bean Sandwich (Molletes) GREEN & YELLOW ZUCCHINI MEXICAN COLESLAW SALAD PEACH CUP GREEN LENTIL SOUP 1% MILK</p>	<p>15) Roast Beef with Mushroom Sauce PEAS & PEARL ONIONS TOMATO BASIL SALAD FRUITED GELATIN CUP GARLIC MASHED POTATOES WG DINNER ROLL ORANGE JUICE 1% MILK</p>	<p>16) Catch of the Day (Fish) NORMANDY BLEND CRUNCHY CARROT APPLE SLAW KIWI BERRY YOGURT CUP WG PASTA SPLIT PEA SOUP 1% MILK</p>	<p>17) Baked Chicken in Mole Sauce GREEN BEANS TROPICAL FRUIT SALAD BANANA SPANISH BROWN RICE 1% MILK</p>
<p>20) Ground Turkey Marinade Sauce ITALIAN BLEND ZUCCHINI SALAD APPLE SAUCE WG PASTA ORANGE JUICE 1% MILK</p>	<p>21) Grilled Beef Burger CORN ON THE COB GREEN LEAF SALAD WATERMELON SWEET POTATO FRIES 1% MILK</p>	<p>22) Roasted Turkey Breast WHOLE GREEN BEANS ORANGE CRANBERRY NUT SALAD WG STUFFING MASHED POTATOES PUMPKIN TART 1% MILK</p>	<p>23) CLOSED FOR THANKSGIVING DAY HOLIDAY </p>	<p>24) CLOSED FOR THANKSGIVING DAY HOLIDAY </p>
<p>27) Cheese Ravioli STEAMED BROCCOLI SPINACH SALAD FRESH TANGERINE NAVYBEAN SOUP 1% MILK </p>	<p>28) Beef Picadillo CALIFORNIA BLEND CACTUS SALAD PINEAPPLE CUP SPANISH BROWN RICE WG TORTILLA 1% MILK</p>	<p>29) Chicken Adobo ASIAN STIR FRY BLEND ASIAN NOODLE SALAD BANANA STEAMED BROWN RICE 1% MILK</p>	<p>30) Catch of the Day (Fish) BABY CARROTS AMBROSIA FRUIT SALAD GREEN APPLE RED ROASTED POTATOES CREAM OF ASPARAGUS SOUP POPCORN 1% MILK</p>	

THE GEORGE H. WATERS NUTRITION PROGRAMS ARE SUPPORTED BY OLDER AMERICANS ACT FUNDS AWARDED BY THE COUNTY OF SAN DIEGO HEALTH & HUMAN SERVICES AGENCY, AGING & INDEPENDENCE SERVICES (AIS) ADDITIONAL FUNDING COMES FROM THE CITY OF NATIONAL CITY AND SENIOR CONTRIBUTIONS. PEOPLE ELIGIBLE FOR PARTICIPATION IN THE SENIOR NUTRITION PROGRAMS AS DEFINED BY THE OLDER AMERICANS ACT, ARE 60 YEARS OF AGE OR OLDER ELIGIBILITY IS THE SAME FOR ALL WITHOUT REGARD TO RACE, COLOR, NATIONAL ORIGIN, SEX, OR HANDICAP.

Site Emergency Response Plan (SERP)

**GEORGE H. WATTERS
1415 D Avenue
National City, CA 91950**

Date: October 12, 2023

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INTRODUCTION

A local disaster, such as fire, flood, high winds, explosion, earthquake, utility outage, or radiological or chemical incident, may occur at any time and affect these facilities. The purpose of the following document is to set forth basic responsibilities and outline actions to be taken to protect life, provide resident care, and protect property in the facility in the event of a manmade or natural disaster. It is designed to provide general guidelines for the protection of people within George H Watters Nutrition Center during an emergency situation.

Emergency situations generally come under the following definitions:

Fire	Bomb Threats
Earthquake	Domestic Terrorism
Flooding	Power Outages
Medical and First Aid Emergencies	Rolling Blackouts
Explosions	After Hours Emergencies
Work Place Violence	

I. PLAN ACTIVATION

The Site Emergency Coordinator (SEC) normally activates the Site Emergency Response Plan. The Resident Manager will normally assume the responsibility of being the Site Emergency Coordinator for coordinating emergency actions. In case of his/her absence, the following personnel will take charge in the order listed:

- | | | | |
|----|---------------------|---------------------------|----------|
| 1. | Patricia Estanciero | Resident Manager | 477-4716 |
| 2. | Roberto Estanciero | Superintendent | |
| 3. | Rosa Flores | Assistant Manager | |
| 4. | Filip Flores | Asst. Superintendent | |
| 5. | Irma Garcia | Assistant Manager | |
| 6. | Charles Ray | Custodian - Kimball Tower | |
| 7. | Keyanue McCallon | Custodian - Morgan Tower | |
| 8. | Flora Goulev | Assistant Manager | |
| 9. | Dan Goulev | Assistant Superintendent | |

The Site Emergency Response Plan's activation includes:

1. Removal of anyone in immediate danger
2. Sounding Alarm
3. Dialing 911
4. Notification of Site Emergency Coordinator.
5. Notification of Emergency Response Team (ERT) Leaders and Assistants
6. Methods used to notify SEC and ERT shall include:
 - a. Telephone
 - b. Cellular Phone
 - c. Runners
7. Notification shall include:
 - a. Name of building
 - b. Address or nearest cross street
 - c. Floor level
 - d. Nature of emergency

The Emergency Response Teams (See Attachment 1) consist of:

1. Site Emergency Coordinators
2. Emergency Response Team Leaders
3. Emergency Response Team Assistants

A. Site Emergency Coordinator (SEC) Responsibilities

The Site Emergency Coordinator is responsible for the activation of the Site Emergency Response Plan (SERP). Additionally, the SEC is responsible for coordinating the plan with all personnel at the site. **The primary concern of the SEC is the safety of all personnel,**

residents, and visitors. The SEC and Emergency Response Team Members should always err on the side of safety.

The SEC is also responsible for:

1. Coordinating operations with fire/police, i.e., verifying that the fire department has been notified, etc.
2. Selecting, training, and organizing an Emergency Response Team (ERT) for conducting emergency operations.
3. Assigning responsibility for shutdown of utilities to appropriate personnel.
4. Directing and supervising the activities of building occupants during an emergency.
5. Maintaining an updated Personnel and Resident Roster Forms (See Attachment 2) for all personnel/residents and distributing to appropriate ERT Reps.
6. Conducting a minimum of one building evacuation drill per year (See Attachment 3).

During an emergency situation, upon receiving situation assessment information, the Site Emergency Coordinator will determine action necessary to immediately control any dangerous areas or conditions and shall work closely with the Emergency Response Team. This may include:

- a. Dialing 911.
- b. Fire suppression (only if fire is small and only if safe to do so).
- c. Fire confinement (closing all doors near or around location of fire).
- d. Evacuation.
- e. Coordination of the shutdown of utilities through the cooperation/assistance of the Superintendant, if available.
- f. Medical standby.
- h. Erecting barriers and securing the building, as necessary.
- i. Documentation via photographs/video.
- j. Dissemination of information for release to the media.

B. Resident Manager Responsibilities

Upon receipt of the Site Emergency Response Plan it is the responsibility of the Resident Manager to update attachments and implement guidelines provided in this document. In addition, the Resident Manager is responsible for:

1. Selecting the Emergency Response Team Representatives.
2. Updating the Personnel and Resident Roster Form on a semi-annual basis.

3. Ensuring that all personnel become familiar with the SERP and review the document on an annual basis.
4. Ensuring that personnel participate in all evacuation drills.

C. Emergency Response Team Responsibilities

Emergency Response Team members should:

1. Be completely familiar with the floor arrangement, number of floor occupants, location of floor exits, and stairwells.
2. Maintain current Personnel and Resident Roster Forms, which include designations of physically challenged persons.
3. Take necessary actions to prevent panic.
4. Assure that all persons on the floor are notified of the emergency and are relocated to assembly areas.

Emergency Response Team Leaders

1. Upon receiving the evacuation order from the SEC, will announce the evacuation order to all occupants in the immediate vicinity.
2. Alert/warn building occupants of emergency.
3. Will direct all persons to the safest exit/stairwells.
4. Assist physically challenged persons.
5. Will assume a position at the safest exit to direct all persons to the assembly area.
6. Will stand by to assist other Emergency Response Team Assistants, as necessary.
7. After the majority of persons have evacuated, will proceed to the assembly area and begin roll call immediately and report status to SEC.

Emergency Response Team Assistants

1. Upon notification of the evacuation, will announce the evacuation order in each immediate area.
2. Will conduct a final search of their responsible areas making sure all persons have evacuated. This includes:
 - a. Offices

- b. Restrooms
 - c. Kitchens
3. Will assist physically challenged persons.
 4. Will assist other ERT members and then proceed to the assembly area to aid other ERT members as needed.

D. Assisting the Physically Challenged

1. While helping someone in a wheelchair always consult with him or her on:

- a. The number of people necessary for assistance.
- b. The ways of being removed from the wheelchair.
- c. Whether to extend or move extremities when lifting because of pain, braces, etc.
- d. Whether to carry forward or backward on a flight of stairs.
- e. Whether a seat cushion or pad should be brought along if the wheelchair is being left behind.
- f. In lieu of a wheelchair, does the person prefer a stretcher, chair with cushion/pad, or car seat?
- g. Is paramedic service necessary?

2. If immediate evacuation of the person in the wheelchair is necessary, be aware of the following considerations:

- a. Wheelchairs have many moving parts; some are not designed to withstand stress or lifting.
- b. You may need to remove the chair batteries. Life support equipment may be attached.
- c. In a life-threatening emergency it may be necessary to remove an individual from their wheelchair. Lifting a person with minimal ability to move may be dangerous.
- d. Wheelchairs should not be used to descend stairwells, if at all possible.
- e. Non-ambulatory persons may have respiratory complications. Remove them from smoke or fumes immediately and determine their needs and preferences.

3. Assisting a visually impaired individual:

Most visually impaired persons will be familiar with their immediate surroundings. In an emergency situation:

- a. Describe the nature of the emergency and offer to act as a "sighted guide" —offer your elbow and escort him/her to a safe place.
- b. As you walk, describe where you are and advise of any obstacles.
- c. When you have reached safety, orient the person to where you are and ask if further assistance is needed.

4. Assisting a hearing impaired individual:

Because persons with impaired hearing may not perceive emergency alarms, an alternative warning technique is required. Two methods of warning may be used:

- a. Turn the light switch off and on to gain attention, and then indicate through gestures what is happening and what to do.
- b. Write a note describing the emergency and the nearest evacuation route. ("Fire. Go out rear door to the right and down, NOW!")

II. BUILDING SPECIFICS

A. GEORGE H WATTERS NUTRITION CENTER located at 1415 D Avenue.

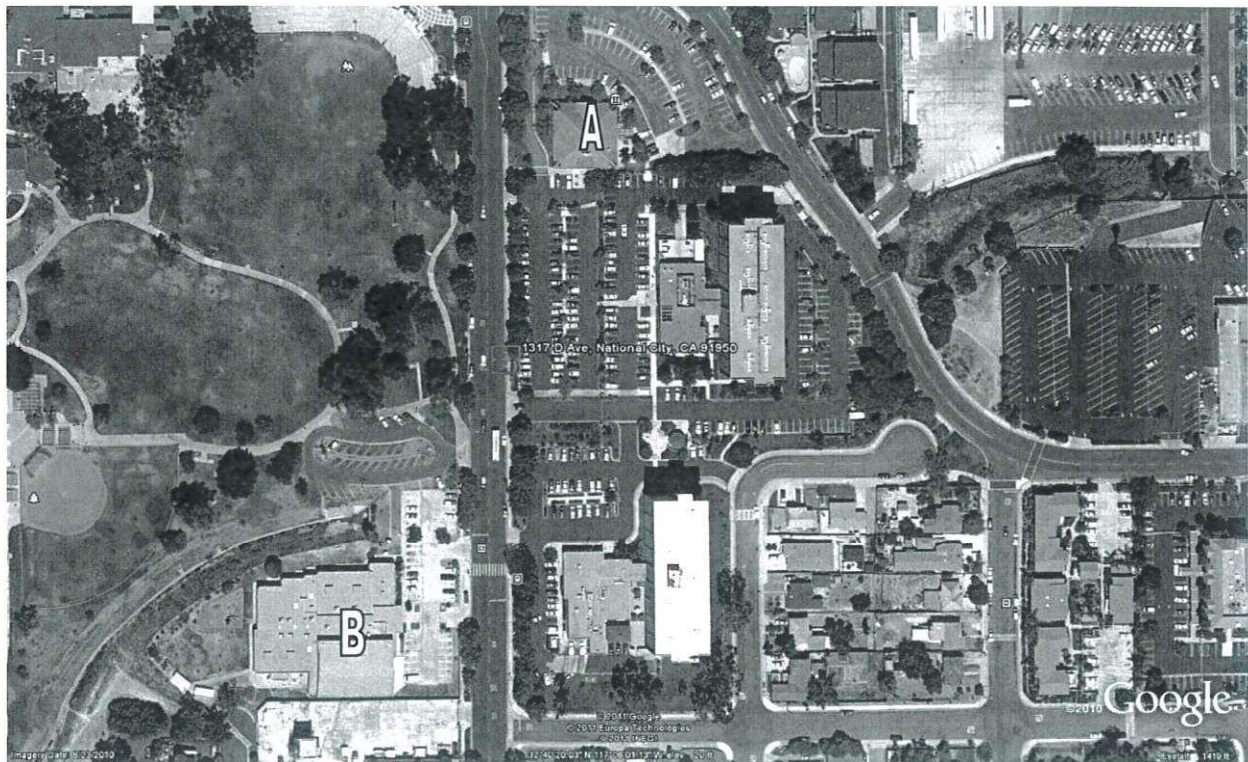
A. Evacuation Routes

Do not use the elevator during an evacuation/emergency. Instead, use the stairs located on the north and south side of each building.

B. Assembly Area

The following outside assembly areas have been designated where residents/visitors/personnel can safely assemble after evacuating the Nutrition Center. Assembly areas should be at least 200 feet from the building.

- A. Morgan Kimball Towers
- B. Boys and Girls Club
- C. Any other assembly areas as assigned



III. EMERGENCY RESPONSE PROCEDURES

A. Dial 911

If there is an emergency:

1. Dial 911
2. Give the following information:
 - a. Exact nature of the emergency (describe as clearly and accurately as possible).
 - b. Exact address of building or cross street, floor, and area.
 - c. Your full name.
 - d. Telephone number from which you are calling.
 - e. **Do not hang up**, as additional information may be needed.

B. Fire

If there is a fire:

1. Remove anyone in immediate danger and confine the fire by closing door(s).
2. Sound Alarm.
3. Dial 911.
4. Notify the Site Emergency Coordinator and Emergency Response Team.
5. Remain calm - avoid panic.
6. Attempt to extinguish the fire only if it is small and only if safe to do so.
7. If the fire cannot be immediately extinguished, commence evacuation procedures. Leave all areas of the building affected by smoke or fire.
8. Know locations of exits - do not use elevator(s).
9. Make sure all doors leading to main hallways are closed to prevent further spread of fire.
10. Do not break windows to vent smoke.

C. Earthquake

If there is an earthquake:

1. If you are outside, stay outside. Move quickly to an open area away from buildings, trees, power lines, roadways.
2. If you are inside a building, stay inside. Do not evacuate or go outside; falling debris could cause injury.
3. Take shelter under a sturdy desk or table; or move to an inside corner, inner wall or hallway. **DUCK, COVER, & HOLD** until the shaking stops! Protect head and neck with your arms.
4. Avoid dangerous locations such as areas near windows, filing cabinets, bookcases, skylights and overhead fixtures.
5. Do not use elevators.
6. Do not call 911 unless you are reporting a life-threatening situation.

If there is an evacuation ordered:

1. Evacuate as instructed by the Emergency Response Team.
2. Beware of falling debris or electrical wires as you exit.
3. Proceed to the assembly area.
4. Take precautions against aftershocks.
5. Follow emergency instructions.

D. Flood Emergency Procedures during a Storm

1. Avoid areas that are subject to sudden flooding.
2. Do not try to cross a flowing stream where water is above your knees. Even water as low as 6 inches deep may cause you to be swept away by strong currents.
3. Do not try to drive over a flooded road. This may cause you to be both stranded and trapped.
4. If your car stalls, abandon it immediately and seek higher ground. Many deaths have resulted from attempts to move stalled vehicles.
5. Do not try to enter flooded areas blocked off by local authorities.

6. Avoid unnecessary trips. If you must travel during the storm, dress in warm, loose layers of clothing.
7. Advise others of your destination.
8. Use the telephone only for family emergency needs or to report dangerous conditions.
9. Tune to local radio or television stations for emergency information and instructions from local authorities.

E. Medical and First Aid Emergencies

If there is a serious illness or injury:

1. Dial 911. If unavailable, due to a region-wide disaster, request assistance from on-site first aid personnel, if available.
2. Notify the Site Emergency Coordinator.
3. Do not move victim unless absolutely necessary.
4. First aid certified personnel should initiate first aid, as necessary.
5. In the event of any injury, follow Building procedures for reporting injuries.

If there is a minor injury:

1. Initiate immediate first aid, as necessary.
2. Request assistance and notify first aid certified personnel and the Site Emergency Coordinator.
3. Have the injured report to the closest approved Hospital Emergency Room.
4. In the event of any injury, follow Building procedures for reporting injuries.

F. Domestic Terrorism

Each of us needs to be prepared for the possibility of a terrorist incident in the community in which we work. Personnel need to report any suspicious activities to the police. Response to a terrorist attack is dependent upon the type of attack.

If there is an explosion in the building:

1. Take cover under a desk or sturdy table providing protection against flying glass and debris.

2. Evacuate the building as quickly as possible.

If there is a fire:

1. Stay low to the floor at all times and exit the building as quickly as possible. Heavy smoke and poisonous gases collect near the ceiling first.
2. Use a wet cloth to cover your nose and mouth.
3. Use the back of your hand to feel closed doors. If the door is not hot, brace yourself against the door and open it slowly. Do not open the door if it is hot. Seek another escape route.
4. Use appropriate fire exits, not elevators.

If you are trapped in debris:

1. If possible, use a flashlight or whistle to signal rescuers regarding your location.
2. Stay in your area so that you don't kick up dust. Cover your mouth with a handkerchief or clothing.
3. Tap on a pipe or wall so that rescuers can hear where you are.
4. Shout only as a last resort—shouting can cause a person to inhale dangerous amounts of dust.

G. Bomb Threat**If there is a bomb threat received by phone:**

1. Try to keep the caller on the phone as long as possible.
2. Use the Bomb Threat Checklist (See Attachment 4) to record information from the caller.
3. Dial 911 and notify the Site Emergency Coordinator.

If there is a bomb threat received by mail:

1. Do not handle the letter, envelope, or package.
2. Dial 911 and notify the Site Emergency Coordinator.
3. The Site Emergency Coordinator will preserve the evidence for the police.

If there is a suspicious object discovered:

1. Never attempt to touch, move, or open the object.

2. Dial 911 and notify the Site Emergency Coordinator.
3. If a decision is made to evacuate the area/building, everyone should keep calm and all personnel should search their immediate work area prior to exiting the building.
4. Attempt to find possible owner of the object.
5. Await further instructions from the police.

H. Shelter in Place

During certain emergency situations, particularly chemical, biological, or radioactive material releases, and some weather emergencies, you may be advised to “shelter in place” rather than evacuate the building.

If there is a chemical attack outside the building:

1. Stay inside the building or go indoors as quickly as possible.
2. Do not use elevators.
3. Quickly locate supplies you may need such as food, water, radio, etc.
4. If possible, go to a room or corridor where there are no windows and few doors.
5. If there is time, shut and lock all windows and doors. (Locking them may provide a tighter seal against chemicals).
6. Push a wet towel up against the crack between the door and the floor to seal it.
7. In the event of a chemical release, go to an above-ground level of the building; some chemicals are heavier than air and may seep into basements even if the windows are closed.
8. Turn off the heat, fans, air conditioning or ventilation system, if you have local controls for these systems.
9. Drink bottled water, not water from the tap.
10. If possible, monitor the radio, internet, or television for further details. (The three San Diego AM stations required to broadcast emergency information are KOGO/AM 600, KPOP/AM 1360, and KSDO/AM 1130.)
11. Do not call 911 unless you are reporting a life-threatening situation.

If there is a suspected biological attack, such as anthrax:

1. Remain calm.
2. Do not shake or empty the contents of any suspicious envelope or package.
3. Place the envelope or package in a plastic bag or some other type of container to prevent leakage of contents.
4. If you do not have a plastic bag or container or if the contents have spilled, cover the envelope or package with anything (e.g., clothing, paper, trash can, etc.) and do not remove the cover. Leave the room, close the door and keep others away from the area.
5. Wash your hands with soap and water to prevent spreading any powder to your face.
6. Dial 911 and notify the Site Emergency Coordinator.
7. If the powder has spilled on you, remove contaminated clothing as soon as possible and place in a plastic bag or other container that can be sealed. This bag of clothing should be given to emergency responders for proper handling.
8. Shower with soap and water as soon as possible. Do not use bleach or other disinfectant on your skin.
9. List all people who were in the area when the suspicious letter or package was recognized. Give this list to local public health and the police for follow-up investigations.

I. Power Outages and Rolling Blackouts

The delivery of electrical power to facilities could be interrupted at any time. Depending on the circumstances, a loss of electrical power may or may not become an emergency situation. Regardless, the Site Emergency Coordinator should be contacted. A determination should be immediately made about the outage so that the proper persons are notified and certain safeguards are taken. The following steps should be taken:

1. Check to see if the entire building is without power or just certain sections.
2. If the entire building is without power, check to see if neighbors have electrical power.
3. Contact San Diego Gas and Electric Company to determine how long the outage will last.
4. If the problems are internal in the building, contact Facility Maintenance.
5. The Emergency Response Team members are to check all sections of the building for persons that may be unable to exit certain areas because of insufficient lighting.

6. Do not panic - do not use an open flame.
7. Unplug computers, if possible, and turn off non-essential lights.
8. During hot days, stay cool indoors and drink plenty of fluids.
9. Have personnel stand-by in a "safe zone" until it is known how long the power outage is expected to last.

If there is a person trapped in an elevator during power outages:

1. Emergency Response Teams are to check all elevators to determine if anyone is trapped.
2. If any riders are trapped, the ERT notifies the Site Emergency Coordinator with the location of the stopped elevator, how many riders trapped, and any known injuries, and if Facilities Maintenance or the Fire Department is needed, etc.
3. If the elevator is stuck at floor level, the ERT may call Facilities Maintenance for assistance, or if unavailable, request assistance from additional ERT members to attempt to pry the door open to release riders.
4. If the elevator is stuck between floors, the ERT may wait for and assist Fire Department personnel in removing riders from between floors.

J. After Hours Emergencies

In the event an emergency occurs during the evening, nighttime, or holidays, notify the Site Emergency Coordinator and the police or fire department, if appropriate.

K. Workplace Violence and Security

All personnel shall reference and comply with the Building's Workplace Violence and Security Policy. Violence in the workplace is increasing and must be considered carefully as to what type of threat leads to what type of response. There are two basic categories of threats:

IMPLIED THREAT: A threat of a return promised visit to "get even" or to harm.

REAL THREAT: You are physically confronted by an employee or resident with intent and ability to do bodily harm. People finding themselves in this situation have very few options readily available to them.

1. Remain calm and try to calm the person down verbally. Agree with the person, even if you disagree; it is safer to agree than to force a quick confrontation.
2. Do not do anything to escalate the situation.

3. Try to notify other personnel of the situation without being obvious.
4. Try to dial 911, leaving the line open if you cannot talk directly. Dispatchers may be able to listen and trace the calls location in most cases. If you can get a call into 911, emphasize key words to tip the police to your circumstance: weapon, bomb, hostage, location; and keep talking on the phone as long as you can.
5. Ask questions that will direct the anger away from you.
6. Be very careful not to make any sudden moves or show excitement in your voice.

Attachment 1: Emergency Response Teams

Date: 10/1/2023	Location: 1415 D Ave.
------------------------	------------------------------

Plan Title	Name	Department	Job Title	Phone Number
Site Emergency Coordinator	Maria Wright	Nutrition Services	Nutrition services Supervisor	6193364245
Site Emergency Coordinator Alternate	Joanne McGhee	Community Services	Community Services Manager	6193364243
Asst. Site Emerg. Coordinator	Hilda Perez	Nutrition Services	Chef	6193361326

Attachment 2: Personnel and Resident Roster

			Location	Location Number
To Be Completed By Resident Manager			Team Members To Complete After Evacuation	
Date of roster update	Department		Team Member	
Resident Manager			Department	
Total # of Employees	Floor	Floor		Phone Number
Completed by:			Date of Evacuation	
List alphabetically and use additional sheets if necessary. Specify if employee is disabled of CPR/First Aid trained (if so, list phone number) by using appropriate code(s): W-wheelchair; B-blind; D-Deaf; P-pregnant; HC-heart condition; O-other; CPR-cpr; FA-first aid certified.			Team member is to call roll at assembly area and check off those present. For non-participants, specify reasons under Employee Signatures (absent, vacation, phone coverage, etc.) or "NAF" (not accounted for). Signatures below indicate individuals participated in evacuation on date listed above. Participation by disabled persons in practice drills is voluntary.	
Employee or Resident Name	Disability/ CPR/ First Aid Certified	Phone Number	√	Employee Signature (Obtained during drills)
Update semi – annually and submit two copies to Site Emergency Coordinator.			Signatures of participants to be obtained by team member within 24 hours following evacuation drill. Signed roster is then to be forwarded to Site Emergency Coordinator.	

Attachment 3: Evacuation Drill Observation Report

Location name		Department	Observer			
Date of Evacuation Drill		Floor/Area Observed	Designated Assembly Area			
Timing	Alarm Sounded	Evacuation Order Received	Floor / Area Cleared	Last Arrival at Assembly Area	Roll Completed	All Clear
Critique Points						
1. Method(s) used to summon Response Team						
2. Method(s) used to alert occupants						
3. Cooperation of occupants						
4. Team's control of occupants						
5. Team's execution of responsibilities						
6. Effectiveness of communications						
7. Areas where P.A. system was not heard						
8. Exits/hallways blocked?						
9. Elevators Secured?						
10. Utilization of equipment?						
11. Doors closed?						
12. Restrooms checked						
13. Did everyone take their key/purses?						
14. Anyone drinking beverages or smoking while exiting the building?						
15. Efficiency of roll call						
16. General attitude of participants						
17. General Observations/Problems Encountered						

Attachment 4: Bomb Threat Checklist

Exact time of call: _____

Exact words of caller: _____

QUESTIONS TO ASK:

1. When is bomb going to explode? _____

2. Where is the bomb? _____

3. What does it look like? _____

4. What kind of bomb is it? _____

5. What will cause it to explode? _____

6. Did you place the bomb? _____

7. Why? _____

8. Where are you calling from? _____

9. What is your address? _____

10. What is your name? _____

CALLER'S VOICE (circle):

- | | | | | | | | |
|----------|-----------|---------|---------|---------|----------|--------|------|
| Calm | Disguised | Nasal | Angry | Broken | | | |
| Stutter | Slow | Sincere | Lisp | Rapid | | | |
| Giggling | Deep | Crying | Squeaky | Excited | Stressed | Accent | Loud |
| Slurred | Normal | | | | | | |

If the voice is familiar, whom did it sound like? _____

Were there any background noises? _____

Remarks: _____

Person receiving call: _____

Telephone number call received at: Date: _____

Report call immediately to the police department.

**TITLE IIIC: SENIOR NUTRITION PROGRAM
STAFF AND VOLUNTEER IN-SERVICE TRAINING PLAN**

FISCAL YEAR: FY 2023-2024

CONTRACTOR/SITE: CITY OF NATIONAL CITY NUTRITION CENTER

Date of Training: OCTOBER 2023 Duration of training (min): 60 mins

Topic(s): HOME DELIVERED MEALS DRIVER TRAINING & TEST

Source(s): COUNTY AIS DRIVER TRAINING

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: NUTRITION SERVICES SUPERVISOR

Date of Training: NOVEMBER 2023 Duration of training (min): 90 MINS

Topic(s): MANDATED REPORTER TRAINING

Source(s): COUNTY OF SAN DIEGO

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: COUNTY OF SD STAFF

Date of Training: OCTOBER 2023 Duration of training (min): 60 MINS (ACTUAL 6-8 HOURS)

Topic(s): CPR/AED/1ST AID TRAINING

Source(s): NATIONAL CITY FIRE DEPARTMENT

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: NATIONAL CITY FIRE DEPARTMENT

Date of Training: NOVEMBER 2023 Duration of training (min): 60 MINS

Topic(s): FIRE EXTINGUISHER & FIRE HOOD SUPPRESSION TRAINING

Source(s): NATIONAL CITY FIRE DEPARTMENT

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: NATIONAL CITY FIRE DEPARTMENT

Date of Training: OCTOBER 2023 Duration of training (min): 60 mins

Topic(s): PROPER HANDWASHING& RECEIVING/STORAGE OF FOOD WITH QUIZ

Source(s): COUNTY OF SD

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: NUTRITION CENTER CHEFS

Date of Training: OCTOBER 2023 Duration of training (min): 60 mins

Topic(s): CHEMICALS SAFETY DATA SHEETS

Source(s): COUNTY OF SD

Target Audience: SENIOR NUTRITION PROGRAM STAFF

Trainer: NUTRITION CENTER CHEFS

TOTAL TRAINING HOURS: 6.5 HRS

NOTE: *Ensure topics comply with TITLE 22 section s 7636.5 Staff/Volunteer Training Requirements. Minimum 4 hours of training required annually.*

AIS RDN APPROVAL: _____

**TITLE IIIC: SENIOR NUTRITION PROGRAM
DOCUMENTATION OF INSERVICE TRAINING
Sign-in-Sheet**

DATE:

TOPIC(s):

INSERVICE TRAINING CONDUCTED BY:

ATTACH COPY OF HANDOUTS IF USED:

STAFF/VOLUNTEERS PRESENT: PLEASE SIGN IN

**TITLE IIIC: SENIOR NUTRITION PROGRAM
INSERVICE TRAINING EVALUATION**

DATE:

TOPIC(s):

LOCATION:

Please circle the best choices and fill in the short answer questions.

1. Did the training apply to your duties at the nutrition program?

STRONGLY DISAGREE	DISAGREE	NEUTRAL	AGREE	STRONGLY AGREE
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2. How helpful were the handouts?

NOT HELPFUL	SLIGHTLY HELPFUL	MODERATELY HELPFUL	VERY HELPFUL	EXTREMELY HELPFUL
------------------------	-----------------------------	-------------------------------	-------------------------	------------------------------

3. List two things that you learned from the training:

4. Rate the speaker:

POOR	FAIR	GOOD	VERY GOOD	EXCELLENT
-------------	-------------	-------------	------------------	------------------

5. Did you enjoy this in-service?

NOT AT ALL	SOMEWHAT	NEUTRAL	YES	YES, VERY MUCH
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6. Suggestions for future in-service training topics:



GEORGE H. WATERS NUTRITION CENTER GRIEVANCE POLICY

The purpose of the grievance policy is to provide a procedure to assure that a grievance raised by a participant will be reviewed and resolved in a timely manner. A grievance means any dispute regarding the meaning, interpretation or alleged violation of Nutrition Center policies, procedures and services. The following steps will be taken:

- A. Participants who have a concern or complaint should submit a grievance form to the attention of the Nutrition Services Supervisor of their complaint within seven (7) days of the incident. A discussion will be held in an effort to find a resolution to the complaint. All meetings will be documented. The Nutrition Services Supervisor will render his/her decision and comments in writing and return them to the participant within ten (10) working days. If a resolution has not been agreed upon, then all parties will move to the next step.
- B. If the complaint is not resolved, a request can be made to meet with the Library & Community Services Director in an attempt to find a resolution to the complaint. The Library & Community Services Director will review the grievance and provide a written response to the participant within 30 days. The decision of the Library & Community Services Director is final.

- C. Participants may also contact the County and/or the COR representative, Raymond Flores - **Administrative Analyst I**, who is located in the **Aging & Independence Services Health & Human Services Division** at 858-495-5520 or by email at Raymond.Flores@sdcounty.ca.gov.
- D. A copy of the grievance, its supporting documentation, and the final decision will be kept on file.



GEORGE H. WATERS NUTRITION CENTER MEALS CONTRIBUTION POLICY

Eligible persons receiving nutritional services shall be given the opportunity to contribute to the cost of the service provided and shall determine for themselves what they are able to contribute.

Eligible persons will not be denied service for the inability to contribute. The contribution or lack thereof will be discreet and anonymous.

Eligible persons are those persons, 60 years or older, who submit an annual County assessment form. Submitting this form fulfills the requirements for the eligibility to the lunch program.

The suggested voluntary contribution for lunch is \$3.50 for persons 60 years and older.

Persons younger than 60 years old have a set fee of \$6.00.

The contribution box will be placed in a discreet location to ensure the privacy of the eligible participant and the confidentiality of their contribution or lack thereof.

Staff will never ask for contributions from eligible participants in any way. The only time a person will be charged is if they are under 60 years of age.

The Nutrition Program Manager will collect the locked contribution box and transport it to the National City Finance Department. It will then be counted, received and deposited by the Nutrition Center Manager and a third party from the Finance Department.

NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

MARIA ELENA WRIGHT

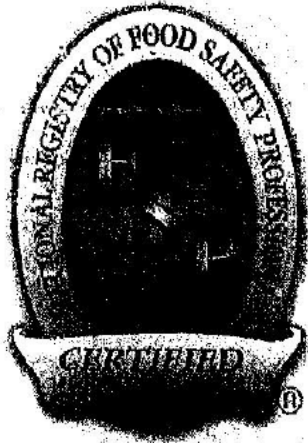
HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE
FOOD SAFETY MANAGER
UNDER THE
CONFERENCE FOR FOOD PROTECTION STANDARDS

PRESIDENT:


LAWRENCE J. LYNCH, CAE

ISSUE DATE: APRIL 30, 2022
EXPIRATION DATE: APRIL 30, 2027
CERTIFICATE NO: 21828695
TEST FORM: EZS50

This certificate is not valid for more than five years from date of issue.

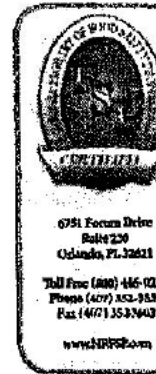


6751 Forum Drive, Suite 220, Orlando, FL 32821
(800) 446-0257 F (407) 352-3603 www.NRFSP.com
National Registry of Food Safety Professionals®

Notification of Test Results

ID#: xxx-xx-
Scaled Test Score: 88
Candidate Status: Pass
Test Date: April 30, 2022

Congratulations! Attached is your certificate and wallet card. Please notify the National Registry of name or address changes at the address below.



National Registry of Food Safety Professionals
CERTIFIED FOOD SAFETY MANAGER

MARIA ELENA WRIGHT

Certificate No: 21828695
Issue Date: April 30, 2022
Expiration Date: April 30, 2027

MARIA ELENA WRIGHT
411 LAS FLORES TERR
SAN DIEGO, CA 92114

- Ensuring Personal Hygiene *(Mastered)*
- Managing Food Holding Time and Temperature *(Mastered)*
- Preventing Contamination, Cross-Contamination, and Cross-Contact *(Competent)*
- Managing Cooking Times and Temperatures *(Mastered)*
- Monitoring the Flow of Foods *(Competent)*
- Actively Managing Controls in a Food Establishment *(Competent)*
- Managing the Physical Food Establishment/Equipment Design and Maintenance *(Mastered)*
- Managing Cleaning and Sanitizing Activities *(Competent)*

ATTACHMENT 4	SITE CHART	AGING & INDEPENDENCE SERVICES	01/01/2024-06/30/2024
Date:	10/25/2023		
AGENCY: The City of National City			
DIRECTOR: Pedro Garcia	EMAIL: Pgarcia@nationalcityca.gov	PHONE NO.: 619.336.4216	
PROGRAM MANAGER: Joanne McGhee	EMAIL: jmcghee@nationalcityca.gov	PHONE NO.: 619-385-1973	

84 of 136	Name of Site	George H. Waters Nutrition Center							TOTAL ALL SITES	
	Previously Approved AIS Site? (Yes or No)	Yes								
	Address	1415 D Avenue National City Ca 91950								
	Neighborhood/ Community	National City								
	Phone Number	619) 336-6750								
	Site Manager/Coordinator	Maria Wright								
	Other Services Offered at Site	No								
	DEH Health Permit or Limited Service Charitable Feeding Operation (identify which one)	DEH Health Permit								
	Food Prepared Onsite (Yes or No)	Yes								
	Days Open for Congregate Meal Service	<input checked="" type="checkbox"/> Mon <input checked="" type="checkbox"/> Tues <input checked="" type="checkbox"/> Wed <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun		<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun
	Hours of Congregate Meal Service	11:00 AM - 12:30 PM								

+1 Health meant 7

Allow Leftovers (Yes or No)	NO							
Number of Congregate Meals: 01/01/2024-06/30/2024	23,381							23381
Number of Service Days: 01/01/2024-06/30/2024	125							
Average # of Congregate Meals per day	250	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	250
Transportation Services Available (Yes or No)	NO							
Number of Transportation Units: 01/01/2024-06/30/2024	NO							0
Days Open for To-Go Meal Distribution	<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sun	<input type="checkbox"/> Mon <input type="checkbox"/> Wed <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun	
Hours of To-Go Meal Distribution	N/A							
Type of To-Go Meals Served (hot, cold, frozen,	N/A							
Number of To-Go Meals Offered per Week	N/A							

85 of 136

DEC

County of San Diego

2023

DEPARTMENT OF ENVIRONMENTAL HEALTH AND QUALITY ENVIRONMENTAL HEALTH PERMIT

P.O. BOX 129261, SAN DIEGO, CA 92112-9261 / (858) 505-6700 / (800) 253-9933 / FAX (858) 999-8920
www.sdcdehq.org

Owner/Operator Name: **COMMUNITY DEVELOPMENT COMM/NC**
Facility Name: **GEORGE H WATERS NUTRITION CENTER**
Facility Located at: **1415 D AVE, NATIONAL CITY, CA 91950**

Mailing Address
**COMMUNITY DEVELOPMENT COMM/NC
ATTN - MARIA WRIGHT
1415 D AVE BOX 99
NATIONAL CITY, CA 91950**



Amy Harbert
Director

Record Number: **DEH2002-FFPP-313066**

PERMIT TO OPERATE RESTAURANT FOOD FACILITY
Expiration Date: 12/31/2023
PERMIT IS NON-TRANSFERABLE. RENEWAL IS REQUIRED BEFORE EXPIRATION DATE

ATTENTION

- Post in a Conspicuous Place.
- A copy of this permit must be maintained at the facility location.
- Permit is not valid for any facility location or owner not listed above.
- This is not a City or County use permit, nor a permit to operate under any other regulatory program. Other permits may be required for these operations at this location.

This permit is provisional. The Director or designee of the Director may order the permit or any permit element be denied, suspended or revoked for violation of any relevant requirement established or provided by law. This permit does not excuse any owner or operator from complying with all applicable federal, state, county or local laws, ordinance or regulations. The owner or operator is required to determine if another permit or approval from any other agency or department is necessary. The County, by issuing this permit, does not relinquish its right to enforce any violation of law.



Food Inspection Report

County of San Diego, Department of Environmental Health and Quality
P.O. Box 129261, San Diego, CA 92112-9261
(858) 505-6900 (800) 253-9933 www.sdcdehq.org

Inspection Date: 05/24/2023
Record ID: DEH2002-FFPP-313066
Business Type: Restaurant Food Facility
Guidesheet ID:
Inspection Sequence Number:

Record Name GEORGE H WATERS NUTRITION CENTER			
Address 1415 D AVE	City NATIONAL CITY	Zip 91950	Inspection Type Site Investigation
Owner COMMUNITY DEVELOPMENT COMM/NC			Inspection Status Self Closed
Record Status Permit Renewed	Record Expiration Date 12/31/2023	Number Of Employees 20	Time

RISK FACTORS AND INTERVENTIONS

In = In Compliance Out = Out of Compliance N/O = Not Observed N/A = Not Applicable
MAJ OUT = Major Violation Observed MIN OUT = Minor Violation Observed COS = Corrected on Site SA = Suitable Alternative PTS = Points

DEMONSTRATION OF KNOWLEDGE	MAJ OUT	MIN OUT	COS SA	PTS	PTS EARNED	SUPERVISION	OUT	PTS	PTS EARNED
In 1a. Food Safety Certification & Exp		<input type="checkbox"/>		2	2	24. Person in charge present & performs duties	<input type="checkbox"/>	1	1
In 1b. Food Handler Training		<input type="checkbox"/>		2	2	PERSONAL CLEANLINESS			
EMPLOYEE HEALTH AND HYGIENIC PRACTICES						25. Personal cleanliness & hair restraints	<input type="checkbox"/>	1	1
In 2. Communicable disease - reporting, restrictions & exclusions		<input type="checkbox"/>		4	4	GENERAL FOOD SAFETY REQUIREMENTS			
In 3. No discharge from eyes, nose or mouth		<input type="checkbox"/>		2	2	26. Approved thawing methods used, frozen food	<input type="checkbox"/>	1	1
In 4. Proper eating, tasting, drinking or tobacco use		<input type="checkbox"/>		2	2	27. Food separated and protected	<input type="checkbox"/>	1	1
PREVENTING CONTAMINATION BY HANDS						28. Fruits & vegetables washed	<input type="checkbox"/>	1	1
In 5. Hands clean & properly washed; gloves used properly		<input type="checkbox"/>		4	4	29. Toxic substances - properly identified, stored, used	<input type="checkbox"/>	1	1
In 6. Adequate handwashing facilities supplied & accessible		<input type="checkbox"/>		2	2	FOOD STORAGE/DISPLAY/SERVICE			
TIME AND TEMPERATURE RELATIONSHIPS						30. Food storage; food storage containers identified	<input type="checkbox"/>	1	1
In 7. Proper hot & cold holding temperatures <input type="checkbox"/> Hot <input type="checkbox"/> Cold		<input type="checkbox"/>		4/2	4	31. Consumer self-service	<input type="checkbox"/>	1	1
In 8. Time as a public health control - procedures & records		<input type="checkbox"/>		4/2	4	32. Food properly labeled & honestly presented	<input type="checkbox"/>	1	1
In 9. Proper cooling methods		<input type="checkbox"/>		4	4	EQUIPMENT/UTENSIL/LINENS			
In 10. Proper cooking time & temperatures		<input type="checkbox"/>		4	4	33. Nonfood contact surfaces clean	<input type="checkbox"/>	1	1
In 11. Proper reheating procedures for hot holding		<input type="checkbox"/>		4	4	34. Warewashing facilities - installed, maintained, used; Test strips available	<input type="checkbox"/>	1	1
PROTECTION FROM CONTAMINATION						35. Equipment / Utensils - approved, installed, good repair, capacity	<input type="checkbox"/>	1	1
In 12. No returned and reserve of food		<input type="checkbox"/>		2	2	36. Equipment/ Utensils/ Linens - storage, use	<input type="checkbox"/>	1	1
In 13. Food in good condition, safe & unadulterated		<input type="checkbox"/>		4/2	4	37. Vending machines	<input type="checkbox"/>	1	1
In 14. Food contact surfaces clean & sanitized <input type="checkbox"/> Chlorine <input type="checkbox"/> Quat <input type="checkbox"/> Iodine <input type="checkbox"/> High Temp Location & Concentration/Temp		<input type="checkbox"/>		4/2	4	38. Adequate ventilation/ Lighting - designated areas, use	<input type="checkbox"/>	1	1
FOOD FROM APPROVED SOURCES						39. Thermometers - provided, accurate	<input type="checkbox"/>	1	1
In 15. Food obtained from approved source		<input type="checkbox"/>		4	4	40. Wiping cloths - properly used, stored	<input type="checkbox"/>	1	1
In 16. Compliance with shell stock tags, condition, display <input type="checkbox"/> Oysters <input type="checkbox"/> Mussels <input type="checkbox"/> Clams <input type="checkbox"/> Other		<input type="checkbox"/>		2	2	PHYSICAL FACILITIES			
In 17. Compliance with Gulf Oyster Regulations		<input type="checkbox"/>		2	2	41. Plumbing - proper backflow devices	<input type="checkbox"/>	1	1
CONFORMANCE WITH APPROVED PROCEDURES						42. Garbage & refuse - properly disposed, facilities maintained	<input type="checkbox"/>	1	1
In 18. Compliance with: <input type="checkbox"/> Variance <input type="checkbox"/> Specialized Process <input type="checkbox"/> HACCP Plan		<input type="checkbox"/>		2/2	2	43. Toilet facilities - properly constructed, supplied, clean	<input type="checkbox"/>	1	1
CONSUMER ADVISORY						44. Premises, personal / cleaning items, vermin-proofing	<input type="checkbox"/>	1	1
In 19. Consumer advisory provided for raw or undercooked foods		<input type="checkbox"/>		2	2	PERMANENT FOOD FACILITIES			
HIGHLY SUSCEPTIBLE POPULATIONS						45. Floor, walls and ceilings - built, maintained, clean	<input type="checkbox"/>	1	1
In 20. Licensed health care facilities / public & private schools - prohibited foods not offered		<input type="checkbox"/>		4	4	46. No unapproved private homes / living or sleeping quarters	<input type="checkbox"/>	1	1
WATER/HOT WATER						SIGN REQUIREMENTS			
In 21. Hot & cold water available Handsink Warewashing sink		<input type="checkbox"/>		4/2	4	47. Grade card, signs, last inspection report available	<input type="checkbox"/>	1	1
LIQUID WASTE DISPOSAL									
In 22. Sewage & wastewater properly disposed		<input type="checkbox"/>		4/2	4				
VERMIN									
In 23. No rodents, insects, birds or animals		<input type="checkbox"/>		4/2	4				

Observations and Corrective Actions

Site Investigation

Site investigation conducted for report of water outage at this location. The facility was observed to be self-closed at the time of inspection. Discussed options for food service if water outage continues until tomorrow, including potential use of kitchen at Boys and Girls Club, 1430 D Ave, DEH2010-FFPP-437545. Discussed flushing water lines following water outage to ensure water is clean prior to use for food service. No food preparation or service of non-prepackaged food is to occur prior to water being restored.

Received By Maria Wright

Signature



Title PIC

Specialist Cory Neiss

Signature



Phone 619-379-7496

HHS Linguistic and Cultural Diversity Plan SAMPLE Template

Use in Request for Proposals (RFPs) and Request for Qualifications (RFQs) procurement types.

City of National City
CONTRACTOR SUBMITTED LINGUISTIC AND CULTURAL
DIVERSITY PLAN

Older Californians Nutrition,
 Program
 10/25/2023

(i) Linguistic and Cultural Diversity

Bar Chart 1 In the bar chart, make the vertical axis the number of employees. Make the horizontal axis four discreet points, one for each July 1 of the previous three years and one for the estimated numbers for year one of the contract:

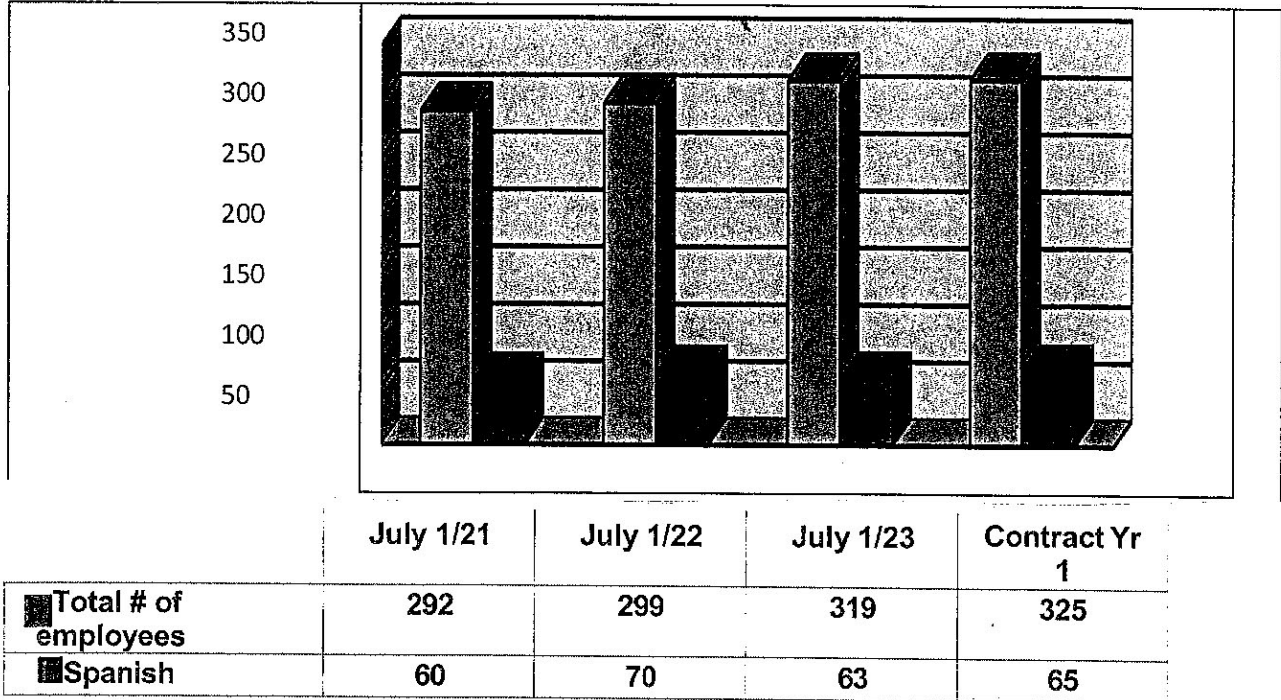
- Show a bar on the chart with the number of total employees at each of the four discreet data points.
- Include a bar on the chart with the number of employees that speak the following languages at each of the five discreet data points (update languages as appropriate, depending on service requirements necessary for this contract):
 - Spanish
 - Arabic
 - Somali
 - Korean
 - Vietnamese
 - Chinese (Mandarin)
 - Tagalog (including Filipino)
 - Persian (including Farsi, Dari)
- Note, if an employee speaks a language other than English that is not identified as an option, include them in the "Other" category. *If employees speak more than one language, they may be included in more than one category.*

To use the sample plan chart: Double click in the bar chart box below, and it will open a spreadsheet window to input the bar chart data. **Enter the data for your company**, then double click again outside the bar chart box, and the spreadsheet window will hide. **Note:** You may also delete the sample chart and insert or attach your own. Even a hand drawn chart that meets the specifications will be acceptable.

HHSА Linguistic and Cultural Diversity Plan SAMPLE Template

Use in Request for Proposals (RFPs) and Request for Qualifications (RFQs) procurement types.

**Linguistic Diversity Efforts
Last 3 years & Year 1 Contract Estimate**



Past Workforce Cultural Diversity Strategies

In this narrative section, be specific to describe past strategies to promote cultural diversity in the workforce.

- The City of National City offers a comprehensive benefits package to include bilingual pay for those employees who complete bilingual testing.
- The City of National City offers On-the-job training to include partnerships with the American Medical Response (AMR) and provides up to \$6000 in funds to award scholarships to local high school students to attend Fire and/or EMT.
- The City offers training opportunities through Vector Solutions to conduct unconscious Bias training.

Planned Workforce Cultural Diversity Strategies

In this narrative section, be specific to describe future plans to promote cultural diversity in the workforce.

- Bilingual benefits will continue as a hiring bonus to include advertising the benefit in the job announcements benefits section.
- The City partners with South Western College and San Diego State University to create internship and work apprenticeship opportunities for students.
- The City has created an employee moral committee termed Culture Club, this committee has scheduled opportunities for all employees to recognize several culturally significant days

(ii) SUBCONTRACTOR, CONSULTANT, AND SUPPLIER UTILIZATION

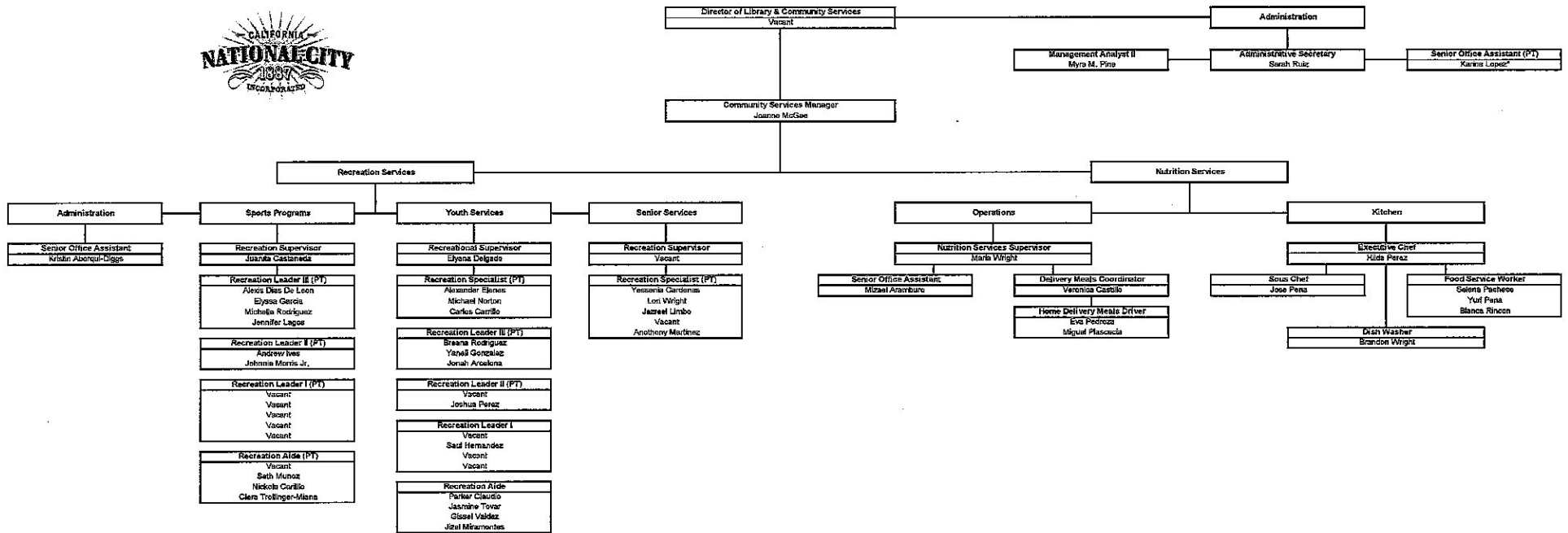
HHSa Linguistic and Cultural Diversity Plan SAMPLE Template

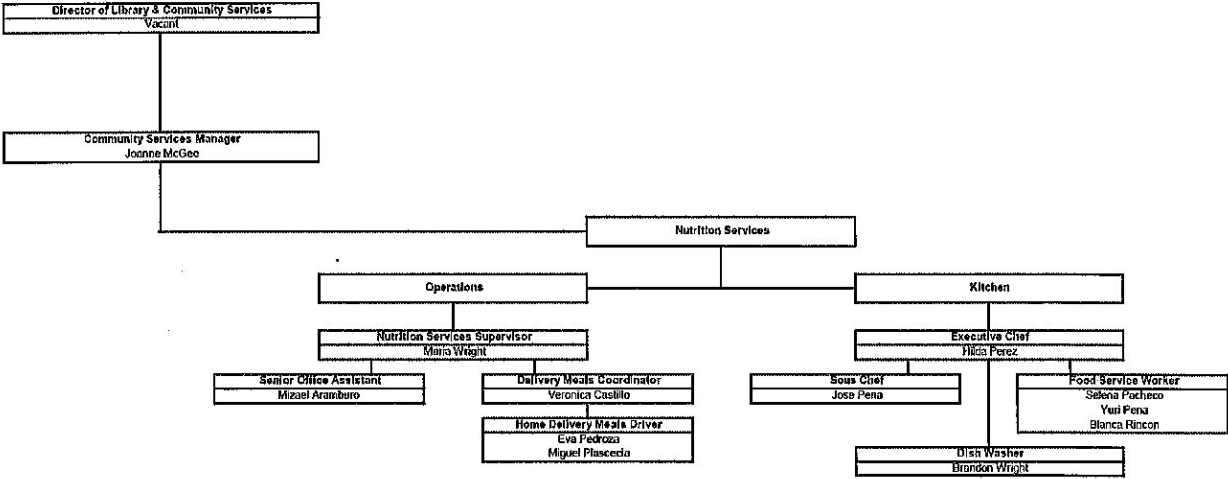
Use in Request for Proposals (RFPs) and Request for Qualifications (RFQs) procurement types.

Outreach Program/Plan for Using Subcontractor and Supplier Firms

In this narrative section, be specific: Use names, dates, events, etc. from the last 3 years.

- Describe the outreach program or plan for collaborating with the following types of businesses as subcontractors, consultants and/or suppliers used in the last three years.
 - The City of National City works closely with the National City Chamber of Commerce. The Chamber of Commerce holds the San Diego & Imperial Women's Business Center Mentoring Women in Business Educational and Networking Space for Women Owners of Small Businesses. The meetings are held on the second Thursday of every month. from 12:00 p.m. to 1:30 pm
 - National City Nutrition Program is operated internally with no subcontracting. More than 50% of the employees who work at the Nutrition Center live in National City and are women.
The
 - Nutrition Services program operates using the services of food vendors. Primarily small MBE, a local small business owned by individuals who are Hispanic American, Native American, and Asian -Pacific.





Business References – Attachment 12

The City of National City, Nutrition Services is the meal provider for both congregate and home delivered meals

Congregate Meals

The George H. Walter's Nutrition Center was established in 1979. Seniors are invited to join congregate meals at this 1415 D Avenue, National City, Ca 91950 Monday – Friday 11:00 am – 12:30 pm. (619) 336-6750

Home Delivered Meals

The Home Delivered Meals Program brings our delicious meals to the homes of senior adults who cannot come to one of our centers for lunch. In addition to providing a nutritionally balanced meal, it also helps to keep this often-isolated group of senior adults socially engaged. The meal recipients are contacted daily by a delivery person who not only greets them but is also there to check on their well-being—a suggested contribution of \$4.00 per meal. For more information, please call (619) 336-6752.

Kimball Morgan Towers

Operated by Mercy Housing the Kimball Morgan Towers works closely with the City of National City, Nutrition Center to serve seniors and older adults with social services. As a neighboring service provider who reside on the same grounds, the communication between the Morgan Kimball Towers and City of National City is crucial to the success of both agencies. Location 1317 D Ave, National City, CA 91950, phone (619) 419-3926

Serving Seniors

Serving Seniors is the closest nutrition services agency in the area. The Downtown location and National City location often share similar participants. Serving seniors is used as a resource for information sharing and provide valuable information pertaining to older adult and senior industry trends. Location 525 14th street, San Diego Ca 92101, phone (619) 235-6572

Fiscal Year 2023 / 2024 Baseline Budget

	FY22 Actuals	FY23 Adopted	FY24 Baseline	Change	
COMMUNITY SERVICES					
NUTRITION					
NUTRITION CENTER					
166-441-429-099-0000	\$0	\$48,000	\$48,000	\$0	TRANSFERS TO OTHER FUNDS
166-441-429-100-0000	\$328	\$64,000	\$65,920	\$1,920	PART-TIME SALARIES
166-441-429-101-0000	\$246,234	\$335,664	\$368,500	\$32,836	FULL-TIME SALARIES
166-441-429-102-0000	\$11,159	\$0	\$0	\$0	OVERTIME
166-441-429-120-0000	\$5,678	\$4,888	\$4,888	\$0	DIFFERENTIAL PAY
166-441-429-140-0000	\$12,838	\$10,509	\$11,275	\$766	WORKERS' COMPENSATION
166-441-429-150-0000	\$40,480	\$91,867	\$82,150	(\$9,717)	HEALTH INSURANCE
166-441-429-151-0000	\$331	\$731	\$731	\$0	LTD INSURANCE
166-441-429-160-0000	\$99,149	\$102,099	\$84,217	(\$17,882)	RETIREMENT PLAN CHARGES
166-441-429-161-0000	\$5,408	\$4,867	\$5,343	\$476	MEDICARE
166-441-429-199-0000	\$52,576	\$15,700	\$15,700	\$0	PERSONNEL COMPENSATION
166-441-429-211-0000	\$7,025	\$5,000	\$6,000	\$1,000	LAUNDRY & CLEANING SERVICES
166-441-429-234-0000	\$36,571	\$30,000	\$50,000	\$20,000	ELECTRICITY & GAS
166-441-429-236-0000	\$2,224	\$4,500	\$4,500	\$0	WATER
166-441-429-270-0000	\$510	\$600	\$600	\$0	PERMITS & LICENSES
166-441-429-292-0000	\$2,661	\$10,000	\$10,000	\$0	R&M KITCHEN EQUIPMENT
166-441-429-299-0000	\$33,002	\$66,350	\$66,550	\$200	CONTRACT SERVICES
166-441-429-301-0000	\$3,639	\$2,200	\$2,500	\$300	OFFICE SUPPLIES
166-441-429-312-0000	\$57,190	\$55,000	\$60,000	\$5,000	CONSUMABLE SUPPLIES
166-441-429-313-0000	\$271,282	\$237,000	\$275,000	\$38,000	FOOD SUPPLIES
166-441-429-750-0000	\$15,126	\$17,440	\$17,440	\$0	VEHICLE SERVICES CHARGES
166-441-429-790-0000	\$6,420	\$6,420	\$6,420	\$0	INSURANCE CHARGES
NUTRITION CENTER	\$909,831	\$1,112,835	\$1,185,734	\$72,899	
NUTRITION	\$909,831	\$1,112,835	\$1,185,734	\$72,899	

Fiscal Year 2023 / 2024 Baseline Budget

FY22 Actuals FY23 Adopted FY24 Baseline Change

	FY22 Actuals	FY23 Adopted	FY24 Baseline	Change	
NUTRITION CENTER					
166-00000-3636	\$0	\$0	\$0	\$0	REFUNDS & REIMBURSEMENTS
166-00000-3999	\$526,641	\$703,035	\$200,000	(\$503,035)	TRANSFERS FROM OTHER FUNDS
NUTRITION CENTER	\$526,641	\$703,035	\$200,000	(\$503,035)	
NUTRITION CENTER					
166-41429-3470	\$333,159	\$341,000	\$341,000	\$0	COUNTY GRANTS
166-41429-3514	\$0	\$3,600	\$3,600	\$0	NUTRITION INCOME - CATERED MEAL
166-41429-3515	\$54,970	\$60,000	\$60,000	\$0	NUTRITION - PROGRAM INCOME
166-41429-3516	\$60	\$0	\$0	\$0	NCNP - NON-MEALS DONATIONS
166-41429-3517	\$9,157	\$9,000	\$9,000	\$0	NUTRITION INCOME - DELIVERED MEA
166-41429-3636	\$446	\$0	\$0	\$0	REFUNDS & REIMBURSEMENTS
NUTRITION CENTER	\$397,792	\$413,600	\$413,600	\$0	
NUTRITION	\$924,433	\$1,116,635	\$613,600	(\$503,035)	

Expenditure Status Report

CITY OF NATIONAL CITY
 7/1/2023 through 6/30/2024

166 NUTRITION

441  COMMUNITY SERVICES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
166-441-429	NUTRITION CENTER					
166-441-429-000	Other Financing Uses					
166-441-429-099-0000	TRANSFERS TO OTHER FUNDS	48,000.00	0.00	0.00	0.00	48,000.00 0.00
	Total Other Financing Uses	48,000.00	0.00	0.00	0.00	48,000.00 0.00
166-441-429-100	Personnel Services					
166-441-429-100-0000	PART-TIME SALARIES	65,920.00	0.00	0.00	0.00	65,920.00 0.00
166-441-429-101-0000	FULL-TIME SALARIES	389,016.00	105,178.07	105,178.07	0.00	283,837.93 27.04
166-441-429-102-0000	OVERTIME	0.00	3,221.82	3,221.82	0.00	-3,221.82 0.00
166-441-429-105-0000	LONGEVITY	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-120-0000	DIFFERENTIAL PAY	4,888.00	2,350.28	2,350.28	0.00	2,537.72 48.08
166-441-429-140-0000	WORKERS' COMPENSATION	12,184.00	4,474.74	4,474.74	0.00	7,709.26 36.73
166-441-429-150-0000	HEALTH INSURANCE	87,570.00	20,549.77	20,549.77	0.00	67,020.23 23.47
166-441-429-151-0000	LTD INSURANCE	731.00	0.00	0.00	0.00	731.00 0.00
166-441-429-160-0000	RETIREMENT PLAN CHARGES	88,905.00	13,333.33	13,333.33	0.00	75,571.67 15.00
166-441-429-161-0000	MEDICARE	5,641.00	1,573.52	1,573.52	0.00	4,067.48 27.89
166-441-429-196-0000	UNFUNDED POSITION	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-199-0000	PERSONNEL COMPENSATION	15,700.00	686.08	686.08	0.00	15,013.92 4.37
	Total Personnel Services	670,555.00	151,367.61	151,367.61	0.00	519,187.39 22.57
166-441-429-200	Maintenance & Operations					
166-441-429-200-0000	Maintenance & Operations	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-211-0000	LAUNDRY & CLEANING SERVICES	6,000.00	2,672.08	2,672.08	3,327.92	0.00 100.00
166-441-429-213-0000	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-222-0000	MEMBERSHIPS & SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-226-0000	TRAINING, TRAVEL & SUBSISTENCE	0.00	0.00	0.00	0.00	0.00 0.00
166-441-429-234-0000	ELECTRICITY & GAS	50,000.00	16,388.85	16,388.85	33,611.15	0.00 100.00
166-441-429-236-0000	WATER	4,500.00	0.00	0.00	2,250.00	2,250.00 50.00
166-441-429-248-0000	TEL & TEL & TELEGRAPH	0.00	0.00	0.00	0.00	0.00 0.00

Expenditure Status Report

CITY OF NATIONAL CITY
 7/1/2023 through 6/30/2024

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166 NUTRITION

441 COMMUNITY SERVICES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
166-441-429-258-0000 TRAVEL & SUBSISTENCE	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-270-0000 PERMITS & LICENSES	600.00	0.00	0.00	0.00	600.00	0.00
166-441-429-276-0000 TRASH COLLECTION & DISPOSAL	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-282-0000 R&M AUTOMOTIVE EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-288-0000 R&M BUILDINGS & STRUCTURES	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-292-0000 R&M KITCHEN EQUIPMENT	10,000.00	0.00	0.00	0.00	10,000.00	0.00
166-441-429-299-0000 CONTRACT SERVICES	26,550.00	642.32	642.32	129.50	25,778.18	2.91
166-441-429-301-0000 OFFICE SUPPLIES	2,500.00	481.26	481.26	0.00	2,018.74	19.25
166-441-429-312-0000 CONSUMABLE SUPPLIES	60,000.00	23,018.28	23,018.28	9,775.36	27,206.36	54.66
166-441-429-313-0000 FOOD SUPPLIES	275,000.00	111,606.31	111,606.31	125,560.06	37,833.63	86.24
Total Maintenance & Operations	435,150.00	154,809.10	154,809.10	174,653.99	105,686.91	75.71
166-441-429-300 Maintenance & Operations						
166-441-429-318-0000 WEARING APPAREL	4,900.00	282.17	282.17	0.00	4,617.83	5.76
Total Maintenance & Operations	4,900.00	282.17	282.17	0.00	4,617.83	5.76
166-441-429-400 Fixed Charges & Debt Services						
166-441-429-426-0000 INSURANCE - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-436-0000 NUTRITION PROG. FOOD COSTS	0.00	0.00	0.00	0.00	0.00	0.00
Total Fixed Charges & Debt Services	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-500 Capital Outlay						
166-441-429-503-0000 FURNITURE & FURNISHINGS	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-510-0000 NCNP EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-600 Refunds, Contributions & Special Paymnts						
166-441-429-693-0000 INSURANCE PREMIUMS	0.00	0.00	0.00	0.00	0.00	0.00
Total Refunds, Contributions & Special Paymnts	0.00	0.00	0.00	0.00	0.00	0.00
166-441-429-700 INTERNAL SERVICE CHARGES AND RESERVES						

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Expenditure Status Report

CITY OF NATIONAL CITY
 7/1/2023 through 6/30/2024

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166 NUTRITION

441 COMMUNITY SERVICES

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
166-441-429-750-0000 VEHICLE SERVICES CHARGES	20,607.00	0.00	0.00	0.00	20,607.00	0.00
166-441-429-790-0000 INSURANCE CHARGES	7,289.00	0.00	0.00	0.00	7,289.00	0.00
166-441-429-792-0000 TRANSPORTATION COSTS	0.00	0.00	0.00	0.00	0.00	0.00
Total INTERNAL SERVICE CHARGES AND RESERVES	27,896.00	0.00	0.00	0.00	27,896.00	0.00
Total NUTRITION	1,186,501.00	306,458.88	306,458.88	174,653.99	705,388.13	40.55
Grand Total	1,186,501.00	306,458.88	306,458.88	174,653.99	705,388.13	40.55

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Community Services Expenditures
CITY OF NATIONAL CITY
Scenario: FY24 Baseline

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Account Number	2022 Actuals	2023 Actuals	2023 Budget	2024 FY24 Baseline	Change
Total COVID-19 Response	0.00	0.00	0.00	0.00	0.00
Total COMMUNITY SERVICES	442,068.00	132,852.00	352,860.00	587,090.00	234,230.00
Total GENERAL FUND	442,068.00	132,852.00	352,860.00	587,090.00	234,230.00
166 NUTRITION					
166-441 COMMUNITY SERVICES					
166-441-429 NUTRITION CENTER					
166-441-429-200 Maintenance & Operations					
166-441-429-211-0000 LAUNDRY & CLEANING SERVI	7,025.00	3,063.00	5,000.00	6,000.00	1,000.00
Line Item Detail					
1 Cleaning of Aprons and Kitchen Towels.			6,000.00		
Line Items Total			6,000.00		
166-441-429-234-0000 ELECTRICITY & GAS	36,571.00	25,238.00	30,000.00	50,000.00	20,000.00
Line Item Detail					
1 ELECTRICITY & GAS			50,000.00		
Line Items Total			50,000.00		
166-441-429-236-0000 WATER	2,224.00	1,172.00	4,500.00	4,500.00	0.00
Line Item Detail					
1 Water			4,500.00		
Line Items Total			4,500.00		
166-441-429-270-0000 PERMITS & LICENSES	510.00	465.00	600.00	600.00	0.00
Line Item Detail					
1 Licenses & Permits			600.00		
Line Items Total			600.00		
166-441-429-292-0000 R&M KITCHEN EQUIPMENT	2,661.00	754.00	10,000.00	10,000.00	0.00
Line Item Detail					
1 Kitchen equipment repairs & maintenance			10,000.00		
Line Items Total			10,000.00		
166-441-429-299-0000 CONTRACT SERVICES	33,002.00	9,695.00	66,350.00	66,550.00	200.00
Line Item Detail					
1 Jani-King			48,000.00		

Community Services Expenditures
CITY OF NATIONAL CITY
 Scenario: FY24 Baseline

<i>Account Number</i>	<i>2022 Actuals</i>	<i>2023 Actuals</i>	<i>2023 Budget</i>	<i>2024 FY24 Baseline</i>	<i>Change</i>
Line Item Detail					
2 Pacific Refrigeration			9,500.00		
3 Fire Extinguishers			800.00		
4 Terminix Monthly Service			1,250.00		
5 Jetting Grease Pit/Trap Pumping Service			3,000.00		
6 Hood & Food Warmer Maintenance			4,000.00		
		Line Items Total	66,550.00		
166-441-429-301-0000 OFFICE SUPPLIES	3,639.00	807.00	2,200.00	2,500.00	300.00
Line Item Detail					
1 OFFICE SUPPLIES			2,500.00		
		Line Items Total	2,500.00		
166-441-429-312-0000 CONSUMABLE SUPPLIES	57,190.00	32,350.00	55,000.00	60,000.00	5,000.00
Line Item Detail					
1 Consumable Supplies			60,000.00		
		Line Items Total	60,000.00		
166-441-429-313-0000 FOOD SUPPLIES	271,282.00	183,988.00	237,000.00	275,000.00	38,000.00
Line Item Detail					
1 Food Supplies			275,000.00		
		Line Items Total	275,000.00		
Total Maintenance & Operations	414,104.00	257,532.00	410,650.00	475,150.00	64,500.00
Total NUTRITION CENTER	414,104.00	257,532.00	410,650.00	475,150.00	64,500.00
166-441-911 COVID-19 Response					
166-441-911-300 Maintenance & Operations					
Total Maintenance & Operations	0.00	0.00	0.00	0.00	0.00
Total COVID-19 Response	0.00	0.00	0.00	0.00	0.00
Total COMMUNITY SERVICES	414,104.00	257,532.00	410,650.00	475,150.00	64,500.00
Total NUTRITION	414,104.00	257,532.00	410,650.00	475,150.00	64,500.00

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Community Services Expenditures
CITY OF NATIONAL CITY
Scenario: FY24 Baseline

<u>Account Number</u>	<u>2022 Actuals</u>	<u>2023 Actuals</u>	<u>2023 Budget</u>	<u>2024 FY24 Baseline</u>	<u>Change</u>
Grand Total	856,172.00	390,384.00	763,510.00	1,062,240.00	298,730.00

City of National City

National City, California

Single Audit and Independent Auditors' Reports

For the Year Ended June 30, 2022



City of National City

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of National City
National City, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of National City, California (the "City"), as of and for the year ended June 30, 2022, and the related notes to the basic financial statements which collectively comprise the City's basic financial statements and have issued our report thereon dated June 9, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we identified certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as items 2022-001 and 2022-002, that we consider to be material weaknesses, and items 2022-003 and 2022-004 that we consider to be significant deficiencies.

To the Honorable Mayor and Members of City Council
of the City of National City
National City, California
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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's responses to the findings identified in our audit and described in the accompanying Schedule of Findings and Questioned Costs. The City's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The PwC Group, LLP

San Diego, California
June 9, 2023



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM,
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE
UNIFORM GUIDANCE, AND ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of National City
National City, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of National City, California's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of the auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

To the Honorable Mayor and Members of City Council
of the City of National City
National City, California
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Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2022, and have issued our report thereon dated June 9, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming our opinions on the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The PwC Group, LLP

San Diego, California
June 9, 2023

City of National City
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Housing and Urban Development:				
<i>Direct Programs:</i>				
CDBG - Entitlement Grants Cluster:				
Community Development Block Grant	14.218	B-19-MC-06-0560	\$ 53,056	\$ 41,000
Community Development Block Grant	14.218	B-20-MW-06-0560	173,211	70,388
Community Development Block Grant	14.218	B-21-MC-06-0560	742,879	20,000
CDBG - Entitlement Grants Cluster Subtotal			<u>969,146</u>	<u>131,388</u>
Home Investment Partnership Program:				
Home Investment Partnership Program	14.239	Program Income	23,656	-
Home Investment Partnership Program	14.239	M-17-MC-06-0522	3,735	-
Home Investment Partnership Program	14.239	M-18-MC-06-0522	48,524	13,742
Home Investment Partnership Program	14.239	M-19-MC-06-0522	158,492	125,733
Home Investment Partnership Program	14.239	M-20-MC-06-0522	8,520	-
Home Investment Partnership Program Subtotal			<u>242,927</u>	<u>139,475</u>
Housing Voucher Cluster:				
Section 8 Housing Choice Voucher Program	14.871	CA116VO	13,889,913	-
Housing Choice Voucher Administrative Fees - CARES	14.871/EHV	CA116VO	53,560	-
Housing Voucher Cluster Subtotal			<u>13,943,473</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			<u>15,155,546</u>	<u>270,863</u>
U.S. Department of Justice:				
<i>Direct Programs:</i>				
Edward Byrne Memorial JAG Program	16.738	2020-VD-BX-0743 OJP	51,908	-
CFDA 16.738 Subtotal			<u>51,908</u>	<u>-</u>
Total U.S. Department of Justice			<u>51,908</u>	<u>-</u>
U.S. Department of Transportation:				
<i>Passed through the California Office of Traffic Safety:</i>				
Highway Safety Cluster:				
STEP OTS Grant	20.600	PT21111	3,682	-
STEP OTS Grant	20.600	PT22040	21,971	-
Highway Safety Cluster Subtotal			<u>25,653</u>	<u>-</u>
STEP OTS Grant	20.608	PT21111	23,046	-
STEP OTS Grant	20.608	PT22040	26,033	-
CFDA 20.608 Subtotal			<u>49,079</u>	<u>-</u>
<i>Passed through the California Department of Transportation:</i>				
Highway Planning and Construction Cluster:				
Highway Planning & Construction	20.205	HSIPL-5066(039)	134,032	-
Highway Planning & Construction	20.205	HSIPL-5066(040)	186,377	-
Highway Planning & Construction	20.205	HSIPL-5066(041)	37,236	-
Highway Planning & Construction	20.205	HSIPL-5066(042)	9,834	-
Highway Planning & Construction	20.205	HSIPL-5066(043)	418,123	-
Highway Planning & Construction	20.205	HSIPL-5066(044)	63,135	-
Highway Planning & Construction	20.205	HSIPL-5066(045)	18,050	-
Highway Planning & Construction	20.205	HSIPL-5066(025)	32,010	-
Highway Planning & Construction	20.205	ATPL-5066(032)	1,268,893	-
Highway Planning and Construction Cluster Subtotal			<u>2,167,690</u>	<u>-</u>
Total U.S. Department of Transportation			<u>2,242,422</u>	<u>-</u>

City of National City
Schedule of Expenditures of Federal Awards (Continued)
For the Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor Program Title	Assistance Listing Number	Grant Award Number	Federal Expenditures	Amount Provided to Subrecipients
U.S. Department of Treasury:				
<i>Direct Program:</i>				
Coronavirus State and Local Fiscal Recovery Fund (ARPA)	21.027	1505-0271	3,525,586	-
Total U.S. Department of Treasury			3,525,586	-
U.S. Department of Health and Human Services:				
<i>Direct Program:</i>				
CRI - Mass Prophylaxis Program	93.283	N/A	2,668	-
<i>Passed through the County of San Diego:</i>				
Aging Cluster:				
Special Programs for the Aging Title III, Part B	93.044	Program Income	9,157	-
Special Programs for the Aging Title III, Part B	93.044	561763	80,571	-
Special Programs for the Aging Title III - CARES Act	93.044	561763	32,318	-
Special Programs for the Aging Title III, Part C	93.045	Program Income	54,691	-
Special Programs for the Aging Title III, Part C	93.045	561763	123,821	-
Special Programs for the Aging Title III - Part C-2	93.045	561763	34,174	-
Special Programs for the Aging Title III - CARES Act	93.045	561763	33,625	-
Special Programs for the Aging Title III, Part C	93.053	Incentive Pmt (NSIP-C1)	16,595	-
Special Programs for the Aging Title III, Part B	93.053	Incentive Pmt (NSIP-C2)	12,055	-
Aging Cluster Subtotal			397,007	-
Total U.S. Department of Health and Human Services			399,675	-
Executive Office of the President:				
<i>Direct Programs:</i>				
High Intensity Drug Trafficking Areas Program	95.001	N/A	9,682	-
Total Executive Office of the President			9,682	-
U.S. Department of Homeland Security:				
<i>Direct Programs:</i>				
FY20 State Homeland Security Grant	97.067	2018	27,097	-
FY18 Urban Area Security Initiative	97.067	2018	220,000	-
<i>Passed through California Emergency Management Agency:</i>				
2019 Operation Stone Garden	97.067	2019	19,753	-
CFDA 97.067 Subtotal			266,850	-
<i>Direct Programs:</i>				
SAFER Grant	97.083	EMW-2019-FF-01776	491,531	-
<i>Passed through California Office of Emergency Services</i>				
Hazard Mitigation Grant Program	97.039	HMGP-4308-227-31R	754,646	-
Total U.S. Department of Homeland Security			1,513,027	-
Total Expenditures of Federal Awards			\$ 22,897,846	\$ 270,863

City of National City
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Note 1 – Reporting Entity

The financial reporting entity consists of the primary government, the City of National City (the “City”), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

The City Council acts as the governing body and is able to impose its will on the following organizations, establishing financial accountability:

- The National City Joint Powers Financing Authority
- The Parking Authority of the City of National City

Note 2 – Basis of Accounting

Expenditures reported on the Schedule of Expenditures of Federal Awards (the “Schedule”) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule (where applicable) represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Therefore, some amounts presented in the Schedule may differ from amounts presented in, or used in, preparation of the City’s basic financial statements.

Note 3 – Schedule of Expenditures of Federal Awards

The accompanying Schedule includes the federal award activity of the City under programs of the federal government for the year ended June 30, 2022. Federal financial assistance received directly from federal agencies, as well as federal financial assistance passed through the State of California and the County of San Diego is included in the Schedule. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 4 – Indirect Cost Rate

The City has not elected to use the 10-percent de minimis indirect rate as allowed under the Uniform Guidance.

Note 5 – Subrecipients

During the fiscal year ended June 30, 2022, the City passed \$270,863 of federal awards through to subrecipients.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section I – Summary of Auditors’ Results

Financial Statements

Type of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	2022-001, 2022-002
• Significant deficiency(ies) identified?	2022-003, 2022-004
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None Reported
Type of auditors’ report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster	Expenditures
14.218	Community Development Block Grant - Entitlement Cluster	\$ 969,146
14.871	Housing Voucher Cluster	13,943,473
20.205	Highway Planning and Construction Cluster	2,167,690
21.027	Coronavirus State and Local Fiscal Recovery Fund (ARPA)	3,525,586
97.039	Hazard Mitigation Grant Program	754,646
	Total Expenditures of All Major Federal Programs	\$ 21,360,541
	Total Expenditures of Federal Awards	\$ 22,897,846
	Percentage of Total Expenditures of Federal Awards	93.29%

Dollar threshold used to distinguish between type A and type B program	\$750,000
Auditee qualified as low-risk auditee in accordance with 2 CFR 200.520?	No

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings

A. Current Year Findings – Financial Statement Audit

Finding 2022-001 Accounting Close and Accuracy in Financial Reporting

Criteria:

Management is responsible for the accuracy of the financial statements, including disclosures. As part of satisfying that responsibility, staff should possess the skills and knowledge necessary to complete the year-end close and diligently employ that knowledge and skill to produce reliable and accurate financial information.

Condition:

The City did not complete year-end closing procedures before presenting the trial balance to auditors, resulting in journal entries being presented to correct or to reclassify balances in financial statements in order to conform with accounting principles generally accepted in the United States.

Necessary journal entries included the following:

1. adjust general liability and workers' compensation claims costs per actuarial reports;
2. correct loan and interest payments received;
3. adjust net pension liability and related deferred outflows and inflows;
4. record proceeds from bond issuance;
5. amortize discount on bonds;
6. record vehicle lease activity;
7. adjust accrued interest;
8. adjust deferred amounts on refunding;
9. record construction in progress additions and deletions;
10. record machinery and equipment additions, deletions, and depreciation;
11. record infrastructure additions, deletions, and depreciation;
12. adjust unavailable revenue;
13. adjust internal balances for amounts due to/from other funds;
14. adjust compensated absences;
15. record ARPA Fund revenues and adjust unearned revenues;
16. reclass donation to unearned revenue;
17. record net OPEB liability and related deferred outflows and inflows;
18. record prior period adjustment to return capital assets from fiduciary activities to governmental activities;
19. adjust allowance for doubtful accounts for First Time Homebuyer Program;
20. to accrue payroll liability;
21. to adjust unearned revenues

Cause:

The Finance Department did not follow its year-end closing procedures fully in order to provide the auditors with an auditable fully closed trial balance. During the audit process, the Finance Department was not sufficiently staffed with individuals possessing the skills and knowledge necessary to complete the year-end close and diligently employ that knowledge and skill to produce reliable, accurate, and timely financial information, including providing a fully closed trial balance to the auditors.

Context and Effect:

Delays in processing transactions timely and closing accounting periods can create accounting errors that could go undetected and may lead the financial statements to be materially misstated and create further delays in the release of audited financial statements. Significant audit journal entries and client journal entries were necessary in order to get financial statements that were materially fairly stated in accordance with U.S. GAAP.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-001 Accounting Close and Accuracy in Financial Reporting (Continued)

Repeat Finding:

No

Recommendation:

The City has the responsibility to present its financial statements in accordance with accounting principles generally accepted in the United States of America. Management in the Finance Department should ensure year-end closing procedures are performed proficiently. This includes proper review of activity of transactions maintained in subsidiary ledgers and on supporting schedules maintained outside of the general ledger, proper cutoff review for account balances at a fund and overall government-wide level, and review of revenues and expenditures/expenses. The City should formally document their year-end closing procedures and include assigned year-end closing duties and due dates for completion.

Management View and Corrective Action Plan:

The Finance Department underwent a major turn over in long time experienced Accounting Staff during the most crucial time of the fiscal year including the fourth quarter of Fiscal Year 2021 and several quarters within Fiscal Year 2022. This unexpected timeline of staffing loss between the two years required new hire recruitment processes and hiring periods. During the transition, the remaining Finance Staff withstood the impact of the major staffing loss and was left to keep schedules moving as best possible. Outside of Finance other departments who Finance relies heavily upon for source information also endured staffing turn-around causing set back in source retrieval to complete varying tasks and schedules. To ensure Finance related tasks and review are well controlled and monitored, a fiscal year calendar matrix will be created and used as a source for the group to use and refer to. The matrix will identify specific responsibilities and tasks, staff assignments, timeline of completion, and target dates to be met. The matrix will be utilized to facilitate stability of all financial related activity and prepared schedules. This will serve as a source as the Finance Staff prepares required deliverables for the interim and final year-end audits. To ensure frequent communication and follow up, the Finance Accounting team will meet on a weekly basis as a form of monitoring tasks to ensure accounting reviews, administration of appropriate entries, and schedule completion are orderly and completed in a timely fashion.

Finding 2022-002 Internal Control Over Financial Reporting – Prior Period Adjustments in Capital Assets

Criteria:

Management is responsible for designing, implementing, and maintaining appropriate internal control over financial reporting and compliance. Management is also responsible for the accuracy of the financial statements including disclosures.

The internal control should include establishing or enhancing guidance in the following areas:

- *Control environment* sets the tone of an organization, influencing the control consciousness of its people. It is the foundation for all other components of internal control, providing discipline and structure.
- *Risk assessment* is the entity's identification and analysis of relevant risks to achievement of its objectives, forming a basis for developing appropriate risk responses.
- *Control activities* are the actions management establishes through policies and procedures to achieve objectives and respond to risks in the internal control system.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-002 Internal Control Over Financial Reporting – Prior Period Adjustments in Capital Assets (Continued)

Criteria (Continued):

- *Information and communication* systems support the identification, capture, and exchange of information in a form and time frame that enables people to carry out their responsibilities.
- *Monitoring* consists of activities management establishes and operates to assess the quality of performance over time.

Condition:

During the audit, as discussed in Note 15 to the basic financial statements, the City restated its beginning net position of the government-wide governmental activities by \$(1,938,142) and the fiduciary activities by \$(450,000) in order to transfer general capital assets from the fiduciary activities to governmental activities and to adjust infrastructure in the governmental-activities by \$(2,388,142).

Cause:

The City did not properly follow its policies and procedures for evaluating, reviewing, and properly recording financial transactions relating to the recording and reporting of capital assets. Capital assets schedules and sub-ledgers that support the amounts and disclosures in the financial statements should be reconciled to the general ledger and reviewed by management in a timely manner.

Repeat Finding:

No

Effect or Potential Effect:

Restatements of beginning net position as of July 1, 2021 for both the government-wide financial statements \$(1,938,142) and fiduciary activities \$(450,000) were necessary.

Recommendation:

The City should enhance its review processes over transactions arising from capital assets to ensure the accurate and complete year-end closing of the general ledger and the preparation of its basic financial statements.

Management View and Corrective Action Plan:

The \$450,000 capital asset adjustment stems from the dissolution of the National City Redevelopment Agency (RDA) in 2012 when land assets of \$2,050,000 and building assets of \$2,450,000 in buildings were transferred to the newly formed Successor Agency. Of the \$2,050,000 in land assets, \$450,000 corresponded to the parcels of land upon which the Nutrition and Senior Centers sat. Of the \$2,450,000 in building assets, \$800,000 represented the value of the buildings themselves, albeit, fully depreciated. These properties were purchased and developed with money provided by the federal Department of Housing and Urban Development, not Redevelopment Agency funds, so they should not have been on the list of properties to transfer. In 2016, as required by Redevelopment Agency Dissolution Law, a Long Range Property Management Plan was prepared to identify which former RDA-owned properties were to be retained by the City in perpetuity and which were to be held to sell for future development and subsequent sharing of the proceeds among the affected taxing entities. Upon the approval of the Long Range Property Management Plan, the properties identified therein became either land held for resale or capital assets of the City depending upon their respective designations. The Nutrition and Senior Centers were not included in that Plan because as noted above, they were not acquired using RDA funds, and thus remained on the Successor Agency's balance sheet. Subsequent research has resulted in this adjustment to correct the error made in 2012. The City will exercise greater diligence in maintaining its records of capital assets to prevent such occurrences in the future."

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-003 Internal Control Over Preparation of the Schedule of Expenditures of Federal Awards

Criteria:

2 CFR 200.302(b)(1) states that the nonfederal entity must identify in its accounts all federal awards received and expended, as well as the federal programs under which they were received. Federal program and award identification must include, as applicable, the assistance listing title and number, the federal award identification number and year, the name of the federal agency, and the name of the pass-through entity, if any. This information enables the auditee to reconcile amounts presented in the financial statements to related amounts in the Schedule of Expenditures of Federal Awards.

Pursuant to Code of Federal Regulation §200.510 Financial Statements:

All auditees must:

- (1) Schedule of Expenditures of Federal Awards. The auditee must also prepare a Schedule of Expenditures of Federal Awards for the period covered by the auditee's financial statements which must include the total federal awards expended as determined in accordance with §200.502 Basis for determining federal awards expended. While not required, the auditee may choose to provide information requested by federal awarding agencies and pass-through entities to make the schedule easier to use. For example, when a federal program has multiple federal award years, the auditee may list the amount of federal awards expended for each federal award year separately. At a minimum, the schedule must:
- (2) List individual federal programs by federal agency. For a cluster of programs, provide the cluster name, list individual federal programs within the cluster of programs, and provide the applicable federal agency name. For R&D, total federal awards expended must be shown either by individual federal award or by federal agency and major subdivision within the federal agency.
- (3) Provide total federal awards expended for each individual federal program and the assistance listing number or other identifying number when the assistance listing number information is not available. For a cluster of programs also provide the total for the cluster.

Pursuant to Code of Federal Regulation §200.514 Scope of Audit:

- (a) Financial statements. The auditor must determine whether the financial statements of the auditee are presented fairly in all material respects in accordance with generally accepted accounting principles. The auditor must also determine whether the Schedule of Expenditures of Federal Awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole.

Condition:

During our review of the Schedule of Expenditures of Federal Awards (“Schedule”) provided by the City, we noted that the City originally incorrectly identified federal assistance listing number 97.039 for the Hazard Mitigation Grant Program as federal assistance listing number 20.205 for the Highway Planning and Construction Cluster.

Cause:

There was insufficient review of the federal assistance listing numbers included on the Schedule prior to providing the Schedule to the auditors.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-003 Internal Control Over Preparation of the Schedule of Expenditures of Federal Awards (Continued)

Repeat Finding:

No

Effect or Potential Effect:

The change to the schedule meant a reassessment of the City's major programs for fiscal year 2022 needed to be performed. This resulted in additional programs that needed to be tested as major programs according to the Uniform Guidance.

Also, the federal expenditure amounts, funding agreement numbers and grantor information provided to the Federal Audit Clearinghouse may be inaccurate, leading to potential noncompliance with reporting requirements and incorrect identification of major programs.

Recommendation:

We recommend frequent communication between Finance Department and other departments in identifying federal programs. In addition, we recommend the City provide more training to both grant management staff and finance staff to enhance the skill in preparing a Schedule that is accurate and complete at the time it is provided to the auditors.

Management View and Corrective Action Plan:

The Finance Department underwent a major turn over in long time experienced Accounting Staff during the most crucial time of the fiscal year including the fourth quarter of Fiscal Year 2021 and several quarters within Fiscal Year 2022. This unexpected timeline of staffing loss between the two years required new hire recruitment processes and hiring periods. During the transition, the remaining Finance Staff withstood the impact of the major staffing loss and was left to keep schedules moving as best possible. Outside of Finance other departments who Finance relies heavily upon for source information also endured staffing turn-around causing set back in source retrieval to complete varying tasks and schedules. To ensure Finance has control over in preparation of the Schedule of Expenditures of Federal Awards, assigned Finance Staff will review the Federal related revenue and expenditures monthly, obtain the grant award agreements from each city grant administrator and retain copies of the grants on file for verification of grant compliance requirements, identify the federal assistance listing number, and program period. The assigned Finance Staff will frequently communicate with the city grant administrators regarding the activity of the Federal related programs. As the City nears year end, Finance Staff will ask the city grant administrators to provide an accumulated detail of expenditures and detail report of reimbursement requests processed for the fiscal year to ensure that the revenues and expenditures are fully accounted for and recorded. After the assigned Finance Staff has completed the SEFA Schedule, it will be reviewed by a Finance Support Associate, Analyst and/or Manager prior to its release for audit review.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-004 Delay in Financial Reporting

Criteria:

Management is responsible for providing timely and accurate financial information. Since the City has expended over \$750,000 of expenditures of federal awards, Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award* (Uniform Guidance), states the City is required to submit the Data Collection Form and the reporting package to the Federal Audit Clearinghouse and the State Controller's Office, which includes the Single Audit Report of the City, within the earlier of 30 days after receipt of auditor's report, or nine months after the end of the audit period.

Condition:

The City has experienced delays in the issuance of the 2022 Single Audit required under Uniform Guidance.

Cause:

Due to changes in accounting staff and significant unforeseen workload impacts the Finance Department had difficulty handling the day-to-day operations and performing year-end closing procedures and the required external reporting functions simultaneously in order to provide timely financial statements (including the Single Audit Report).

Repeat Finding:

No.

Effect or Potential Effect:

Delays in processing year-end closing procedures caused the financial statements release to be delayed. In addition, the City is neither in compliance with Uniform Guidance nor is it meeting its current demands for external financial reporting.

Recommendation:

Finance Department should look at increasing the amount of experienced finance staff to help facilitate year-end closing processes and the preparation of its basic financial statements (including the Single Audit Report). Because the basic financial statements (including the Single Audit Report) are the responsibility of the City, it is in its own best interest to closely monitor the accounting process to ensure that financial position and operating results are accurately and timely reported. The following steps could be used to avoid future delays:

- Assign additional qualified accounting personnel to help process complex transactions;
- Identify critical due dates and develop a listing of assignment, including department coordinated items, based on available resources to meet those due dates;
- Hold periodic meetings to monitor the progress of assignments and responsibilities; and
- Conduct enhanced management review of financial statements and audit schedules prior to presenting them to the auditors.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2022-004 Delay in Financial Reporting (Continued)

Management's View and Corrective Action Plan:

The Finance Department underwent a major turn over in long time experienced Accounting Staff during the most crucial time of the fiscal year including the fourth quarter of Fiscal Year 2021 and several quarters within Fiscal Year 2022. This unexpected time line of staffing loss between the two years required new hire recruitment processes and hiring periods. During the transition, the remaining Finance Staff withstood the impact of the major staffing loss and was left to keep schedules moving as best possible. Outside of Finance other departments who Finance relies heavily upon for source information also endured staffing turn-around causing set back in source retrieval to complete varying tasks and schedules. To ensure Finance related tasks and review are well controlled and monitored, a fiscal year calendar matrix will be created and used as a source for the group to use and refer to. The matrix will identify specific responsibilities and tasks, staff assignments, time line of completion, and target dates to be met. The matrix will be utilized to facilitate stability of all financial related activity and prepared schedules. This will serve as a source as the Finance Staff prepares required deliverables for the interim and final year- end audits. To ensure frequent communication and follow up, the Finance Accounting team will meet on a weekly basis as a form of monitoring tasks to ensure accounting reviews, administration of appropriate entries, and schedule completion are orderly and completed in a timely fashion to meet stated audit target dates and timelines.

B. Prior Year Findings – Financial Statement Audit

No findings were noted on the City's financial statement audit for the year ended June 30, 2021.

City of National City
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2022

Section III – Federal Award Findings

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No findings or questioned costs were noted on the City's major federal programs for the year ended June 30, 2022.

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

No findings or questioned costs were noted on the City's major federal programs for the year ended June 30, 2021.



County of San Diego

NICK MACCHIONE, FACHE
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
AGING & INDEPENDENCE SERVICES
P.O. BOX 23217, MAIL STOP W-433
SAN DIEGO, CA 92193-3217
(858) 495-5885 • FAX (858) 694-2316

KIMBERLY GALLO
DIRECTOR
AGING AND ADULT SERVICES
PUBLIC ADMINISTRATOR
PUBLIC GUARDIAN

June 26, 2023

Maria Wright, Recreation Manager
City of National City
140 E 12th Street, Suite B
National City, CA 91950

**REPORT ON FY 2022-23 IN-DEPTH INVOICE REVIEW (IIR) FOR CONTRACT NO. 561763:
NOVEMBER 2022**

Dear Ms. Wright:

Aging & Independence Services staff has completed the IIR of the designated invoice for your contract. This review was performed in accordance with the terms and conditions of your contract, and based on funding source requirements, including those established by the Federal Office of Management and Budget.

As a result of our review of the invoices and supporting documentation provided, no exception was identified as needing correction. This letter addresses specific contract items tested and does not preclude the County and our funding sources from additional reviews and may subsequently issue other reports regarding this contract.

I want to thank you and your staff for the courtesy and cooperation extended to me in the completion of this review. If you have any other questions regarding this report, please contact me at 858-495-5504 or e-mail me at Raymond.Flores@sdcounty.ca.gov.

Sincerely,

RAYMOND FLORES, Administrative Analyst I
Aging & Independence Services



County of San Diego

NICK MACCHIONE, FACHE
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
AGING & INDEPENDENCE SERVICES
P.O. BOX 23217, MAIL STOP W-433
SAN DIEGO, CA 92193-3217
(858) 495-5885 • FAX (858) 694-2316

KIMBERLY GALLO
DIRECTOR
AGING AND ADULT SERVICES

DATE: June 30th, 2022

TO: Maria Wright
City of National City
1415 D Street
National City, CA 91950
RE: Contract No. 561763

REPORT ON INVOICE REVIEW SITE VISIT

On January 31, 2022 I visited your office located at 1415 D Street and completed the following reviews:

- Performance Observation
- Service Delivery & Record Keeping Responsibilities
- Inventory

At the site visit I met with Maria Wright.

Security Awareness Training Requirement

It is a requirement that employees, volunteers, and subcontractors who handle personal, sensitive, or confidential information complete the Security Awareness Training annually.

Your program will complete this training and submit proof by June 2022.

Exclusion, Debarment, and Medi-Cal Search Requirement

Exclusion, Debarment, and Medi-Cal searches are required to be completed monthly for the same individuals who complete the Security Awareness Training, as well as your agency's name. The purpose of these searches is to verify that no employee providing services under the terms and conditions of this contract is currently listed on any of the following: the Office of Inspector General (OIG) List of Excluded Individuals / Entities, the General Services Administration (GSA) Excluded Parties Listing – a.k.a. the System for Award Management (SAM), or Medi-Cal Suspended and Ineligible Provider List. County policy HHSA G-3.14 pertaining to this requirement is attached for your reference.

You are currently in compliance with this requirement.

Inventory

I was able to locate your CDA Inventory. We are working on either offering or salvaging a few items on the inventory list.

Findings

At site visit, National City were found to be deficient after the departure of their previous directors. At site visit, staff informed the County that they were out of compliance for EDMs. Site director complied with monitoring EDMs for the last 6 months and no longer out of compliance.

It is determined that the City of National City system of documenting services provided is in order, records are being kept accurately, and standards are being met according to the responsibilities and contract terms.

It is always a pleasure working with you and your staff. If you have any questions, please don't hesitate to contact me at either 858-505-6955 or Leilani.Robertson@sdcounty.ca.gov

Sincerely,
Leilani Robertson
Contract Administrator
AIS Contracts Unit
P O Box 23217
San Diego, CA 92193-3217



Government-wide Financial Analysis

As noted earlier, over time, a government's net position may serve as a useful indicator of its financial position. Table 1 below presents a summarization of the City's assets, liabilities, deferred outflows and inflows, and net position for its governmental and business-type activities.

TABLE 1
NET POSITION
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
Current and Other Assets	\$ 193,870,324	\$ 181,799,107	\$ 12,071,217	6.64%
Capital Assets, Net	170,862,039	172,129,546	(1,267,507)	-0.74%
TOTAL ASSETS	<u>364,732,363</u>	<u>353,928,653</u>	<u>10,803,710</u>	<u>3.05%</u>
Deferred Outflows of Resources	<u>98,478,194</u>	<u>16,088,043</u>	<u>82,390,151</u>	<u>512.12%</u>
Current Liabilities	24,615,250	12,795,605	11,819,645	92.37%
Long-term Liabilities	184,768,577	142,192,756	42,575,821	29.94%
TOTAL LIABILITIES	<u>209,383,827</u>	<u>154,988,361</u>	<u>54,395,466</u>	<u>35.10%</u>
Deferred Inflows of Resources	<u>32,947,598</u>	<u>339,273</u>	<u>32,608,325</u>	<u>9611.23%</u>
Net Position:				
Net Investment in				
Capital Assets	161,453,603	161,450,929	2,674	0.00%
Restricted	100,825,314	111,040,107	(10,214,793)	-9.20%
Unrestricted	(41,399,785)	(57,801,974)	16,402,189	-28.38%
TOTAL NET POSITION	<u>\$ 220,879,132</u>	<u>\$ 214,689,062</u>	<u>\$ 6,190,070</u>	<u>2.88%</u>

The City's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources by \$220,879,132 at June 30, 2022, an increase of \$6,190,070 from June 30, 2021. By far, the largest portion of the City's net position, \$161,453,603 is its net investment in capital assets (i.e., land, buildings, machinery, equipment, and infrastructure). These capital assets are used to provide services to citizens and, consequently, are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other resources, since the capital assets themselves cannot be used to liquidate the liabilities.

Another portion of the City's net position, \$100,825,314 represents resources that are subject to external restrictions on how they may be used. The remainder of net position, unrestricted net position, increased \$16,402,189 year over year, the main driver of the overall gain in net position between 2021 and 2022.

TABLE 2
CHANGES IN NET POSITION
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
REVENUES:				
Program revenues:				
Charges for services	\$ 28,356,650	\$ 24,668,936	\$ 3,687,714	14.95%
Operating grants and contributions	18,533,739	16,444,115	2,089,624	12.71%
Capital grants and contributions	3,514,394	5,368,334	(1,853,940)	-34.53%
Total program revenues	<u>50,404,783</u>	<u>46,481,385</u>	<u>3,923,398</u>	<u>8.44%</u>
General revenues:				
Taxes:				
Property taxes	16,753,096	16,266,505	486,591	2.99%
Sales taxes	40,777,746	36,415,641	4,362,105	11.98%
Franchise taxes	2,131,159	2,104,436	26,723	1.27%
Utility user tax	793,653	737,435	56,218	7.62%
Transient occupancy taxes	1,862,718	1,600,549	262,169	16.38%
Total taxes	<u>62,318,372</u>	<u>57,124,566</u>	<u>5,193,806</u>	<u>9.09%</u>
Investment earnings (loss)	(3,007,949)	2,339,978	(5,347,927)	-228.55%
Miscellaneous	97,010	156,976	(59,966)	-38.20%
Total general revenues	<u>59,407,433</u>	<u>59,621,520</u>	<u>(214,087)</u>	<u>-0.36%</u>
TOTAL REVENUES	<u>109,812,216</u>	<u>106,102,905</u>	<u>3,709,311</u>	<u>3.50%</u>
EXPENSES:				
General government	20,793,460	10,943,045	9,850,415	90.02%
Public safety	38,710,643	46,808,349	(8,097,706)	-17.30%
Transportation	8,358,045	8,503,284	(145,239)	-1.71%
Community development	16,113,804	16,056,965	56,839	0.35%
Health	7,726,217	8,167,924	(441,707)	-5.41%
Culture and leisure	8,428,049	8,795,715	(367,666)	-4.18%
Interest on long-term debt	2,298,786	528,873	1,769,913	334.66%
TOTAL EXPENSES	<u>102,429,004</u>	<u>99,804,155</u>	<u>2,624,850</u>	<u>2.63%</u>
CHANGE IN NET POSITION	<u>7,383,212</u>	<u>6,298,750</u>	<u>1,084,461</u>	<u>17.22%</u>
NET POSITION, BEGINNING OF YEAR*	213,495,920	206,036,990	7,458,930	3.62%
NET POSITION, END OF YEAR	<u>\$ 220,879,132</u>	<u>\$ 212,335,739</u>	<u>\$ 8,543,393</u>	<u>4.02%</u>

* Restated for 2021 (see note 15)

Table 2 provides a condensed summary of activities of the City's governmental for the period ended June 30, 2022, with the prior fiscal year presented for comparative purposes. The \$8,543,393 (4%) increase in the City's total net position is all due to the increase in program and general revenues, which lead to 3.50% total revenue growth over June 30, 2021. Governmental operating results for the current fiscal year are provided in greater detail on page 20.

Governmental Activities. The City’s total revenues from governmental activities were \$109,812,216 for the fiscal year ended June 30, 2022, growing \$3,709,311 or 3.50%, compared to the prior year. The largest source of revenue for the City, at 37.16%, is sales-related taxes (comprising sales & use tax and district transaction & use tax). Revenues from sales-related taxes increased by \$4,362,105 or 11.98%. Revenues from other taxes, the most significant of which is property-related taxes (real property taxes, personal property taxes, and property tax in lieu of vehicle license fee [“VLF”]), represented 19.63% of total revenues at the end of the current fiscal year (fiscal year 2022) and increased by \$831,701 or 4.02%.

Capital grants and contributions for governmental activities ended the fiscal year at \$3,514,394, for a 34.53% decrease from the prior year. Charges for services increased by \$3,687,714, or 14.95%, compared to the prior year. Lastly, operating grants and contributions increased by \$2,089,624, or 12.71%.

The City’s expenses for governmental activities cover a wide array of services, with \$38,710,643, or 37.79%, for fiscal year 2022 related to public safety and \$20,793,460, or 20.30%, to general government. Overall, expenses for governmental activities rose \$2,624,850, or 2.63%, with the primary driver of the increase due to growth in general government and interest on long-term debt. General government includes construction in progress, which as of June 30, 2022 was \$28,806,065, an increase of \$5,075,392 from June 30, 2021. Details regarding projects contributing to this total may be found in the “Major Accomplishments and Initiatives” section of the letter of transmittal.

Financial Analysis of the City’s Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City’s financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year.

The City’s classifications of fund balance comprise a hierarchy based on the extent to which the City is bound to observe constraints imposed upon the use of the financial resources of the funds. Fund balance is reported in five categories, based upon the following defining characteristics:

- non-spendable – either not in spendable form or legally or contractually required to be maintained intact;
- restricted fund – subject to externally enforceable limitations by law, enabling legislation, or limitations imposed by creditors or grantors;
- committed – may be spent only for the specific purposes determined by formal action of the government’s highest level of decision-making authority (City Council) and, therefore, may be used for different purposes only upon the government’s taking the same formal action that imposed the original constraint;
- assigned – constrained by the City’s intent to utilize fund balance for specific purposes;
- unassigned – fund balance not falling in any of the foregoing categories and available for spending at the City’s discretion.

TABLE 3
GOVERNMENTAL FUNDS SUMMARY
For the year ended June 30, 2022

	General Fund		Other Governmental Funds		Total Governmental Funds	
	2022	2021	2022	2021	2022	2021
Total Assets	\$ 67,687,041	\$ 56,171,365	\$ 107,409,978	\$ 109,629,373	\$ 175,097,019	\$ 165,800,738
Total Liabilities	7,131,452	5,078,314	14,578,893	9,139,521	21,710,345	14,217,835
Total Deferred Inflows of Resources	3,491,986	200,000	491,824	1,004,805	3,983,810	1,204,805
Fund Balances						
Non-spendable	3,966,629	3,964,435	1,270,805	1,270,805	5,237,434	5,235,240
Restricted	9,546,733	10,833,351	91,278,581	98,961,756	100,825,314	109,795,107
Committed	15,680,000	14,945,000	-	-	15,680,000	14,945,000
Assigned	8,400,718	7,193,969	-	-	8,400,718	7,193,969
Unassigned	19,469,523	13,956,296	(210,125)	(747,514)	19,259,398	13,208,782
Total fund balance	57,063,603	50,893,051	92,339,261	99,485,047	149,402,864	150,378,098
Total liabilities, deferred inflows of resources, and fund balances	\$ 67,687,041	\$ 56,171,365	\$ 107,409,978	\$ 109,629,373	\$ 175,097,019	\$ 165,800,738

The table above summarizes the balance sheet of the City's General Fund and other governmental funds.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$149,402,864, an decrease of \$975,234 over the prior year. The restricted component represents the largest portion, \$100,825,314, of ending fund balance which includes the two bank notes the City holds pertaining to the sale of Kimball & Morgan Towers.

The General Fund is the principal operating fund of the City. At the end of the current fiscal year, the total fund balance of the General Fund increased to \$57,063,603 in comparison to \$50,893,051 in the prior fiscal year, an increase of \$6,170,552. General Fund revenues grew \$538,515 or 0.83%, with increases of \$4,487,747 in taxes, \$126,901 in licenses & permits, \$674,498 in fines and forfeitures, and \$39,611 in charges for services. Use of money & property, intergovernmental, and other revenues decreased by (\$2,619,270), (\$2,127,369) and (\$43,594) respectively. General Fund expenditures decreased \$4,168,759, with a majority of the decrease specifically in the general government category.

The fund balance classification for the General Fund and other major funds can be found on page 92, in Note 14 of the Notes to Financial Statements section.

The Sewer Service Fund total fund balance increased by \$3,149,338 in FY22. Housing Asset Special Revenue Fund and Housing Choice Voucher Fund revenues exceeded fund expenditures resulting in a small increase in each fund of \$128,392 and \$310,669 respectively.

Proprietary Funds. As noted earlier, the City's proprietary funds provide the same type of information found in the *government-wide financial statements*, but in more detail. Factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

TABLE 4

For the year ended June 30, 2022

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>
Total Revenues	\$ 57,127,967	\$ 57,929,591	\$ 65,556,521	\$ 7,626,930
Expenditures:				
General government	7,733,844	9,190,147	6,354,312	2,835,835
Public safety	39,722,837	41,386,717	40,793,529	593,188
Transportation	3,736,122	4,203,561	3,249,445	954,116
Community development	231,175	231,978	184,148	47,830
Culture and leisure	3,922,540	4,104,671	3,500,623	604,048
Capital outlay	2,866,930	7,186,581	1,791,456	5,395,125
Principal	304,868	304,868	293,127	11,741
Interest on long-term debt	348,945	348,945	358,823	(9,878)
Total expenditures	<u>58,867,261</u>	<u>66,957,468</u>	<u>56,525,463</u>	<u>10,432,005</u>
Revenues over (under) expenditures	(1,739,294)	(9,027,877)	9,031,058	18,058,935
Other Financing Sources	-	-	(2,860,506)	-
Net change in fund balance	<u>\$ (1,739,294)</u>	<u>\$ (9,027,877)</u>	6,170,552	<u>\$ 15,198,429</u>
Beginning fund balance			<u>50,893,051</u>	
Ending fund balance			<u>\$ 57,063,603</u>	

Actual amounts differed from the final General Fund budget as follows:

- Actual revenues were \$7,626,930 more than the final budget. While use of money & property revenues were short of their budgeted estimate, overall receipts for all other revenue categories exceeded their budgeted amounts.
- Actual expenditures were less than their overall budgeted amount by \$10,432,005. The most significant variance of \$5,395,125 is attributable to unspent appropriations for capital projects not completed during the year. Capital budget appropriations are carried over to the following fiscal year and reflected in the committed portion of fund balance.

Capital Asset and Debt Administration

Capital Assets. The City's investment in capital assets (net of accumulated depreciation) for governmental and business-type activities, as of June 30, 2022, amounted to \$170,862,039. This investment includes land, rights of ways, construction in progress, buildings and improvements, machinery, and infrastructure. Infrastructure assets represented 47.14% of total combined assets.

TABLE 5
CAPITAL ASSETS AT YEAR-END
(NET OF DEPRECIATION)
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
Land	\$ 25,597,009	\$ 25,147,009	\$ 450,000	1.79%
Right-of-way	4,245,088	4,245,088	-	0.00%
Construction in progress	28,806,065	23,730,673	5,075,392	21.39%
Buildings and improvements	24,018,582	26,456,235	(2,437,653)	-9.21%
Machinery and equipment	6,766,405	7,242,187	(475,782)	-6.57%
Infrastructure	80,539,355	85,100,281	(4,560,926)	-5.36%
Radio Rights	889,535	953,073	(63,538)	-6.67%
TOTALS	\$ 170,862,039	\$ 172,874,546	\$ (2,012,507)	-1.16%

Construction in progress totaled \$28,806,065, which included new spending of \$6,422,794 and transfers to completed projects of \$1,347,402. Depreciation expense during the fiscal year was \$8,042,673 for governmental activities.

Additional information on the City's capital assets can be found in Note 6 on pages 69-70 of this report.

Long-term Debt. At the end of the current fiscal year, the City had total debt outstanding of \$93,185,798.

TABLE 6
OUTSTANDING LONG-TERM DEBT
For the year ended June 30, 2022

	Governmental Activities		\$ Change	% Change
	2022	2021		
2012 General Obligation Refunding Bonds	\$ 2,490,000	\$ 2,790,000	\$ (300,000)	-10.75%
Bond Premium	9,628	11,233	(1,605)	-14.29%
HUD 108 Bonds, Series A	1,170,000	1,690,000	(520,000)	-30.77%
2017 Clean Energy Bonds	1,800,000	1,800,000	-	0.00%
2017 Lease Revenue Bonds	2,933,781	3,110,214	(176,433)	-5.67%
2021 Pension Obligation Bonds	83,895,000	-	83,895,000	-
Bond Premium	(142,838)	-	(142,838)	-
Notes Payable	550,588	679,023	(128,435)	-18.91%
Capital Leases	479,639	627,547	(147,908)	-23.57%
TOTALS	\$ 93,185,798	\$ 10,708,017	\$ 82,477,781	770.24%

The City's total debt increased by \$82,477,781 during the fiscal year 2022. The net increase is due from the issuance of the City's Pension Obligation Bonds in November 2021, which reduced the City's long-term liability to CALPERS.

As of November 2021, the City's general obligation bond rating is "AA-."

Additional information on the City's long-term debt can be found in Note 7 on pages 70-76 of this report.

Economic Factors and Next Year's Budget

Many economic factors were considered in the development of the City's fiscal year 2023 and 2024 budget. The most significant factors are described below.

Property values continue to rise significantly throughout California and the San Diego County area resulting in increases to total assessed property valuation in the City. However, since assessed value increases are capped at 2% per year per Prop 13, the City is only seeing consistent increases of 2% to 3% per year in property tax revenue. As a result, the projected increase in property tax revenues in the fiscal year 2023 and 2024 budget is approximately 3.0% above the actual revenues received in the prior year.

Fiscal year 2022 actuals for sales & use tax and district transactions and use tax revenue exceed budget estimates and expectations as inflation grew but consumer spending remained high. Sales & use tax and district transactions & use tax revenues are budgeted at a combined \$39.1 million for fiscal year 2023, a slight decline over fiscal year 2022 actuals. Staff forecasts year over year growth of 1.4% for fiscal year 2024 as interest rates increases, inflation, and a possible recession slow down the economy. Beyond fiscal year 2024, the City is forecasting sales tax revenue growth of 2.5% per year.

Fiscal year 2022 was the fifteenth full year of collection of the City's 1% district transactions & use tax. The tax measure ("Proposition 'D'") was approved by National City voters in June 2006 and became effective in October 2006. The initial measure was effective for a period of ten years; however, in November 2014, voters approved a measure to extend the tax for an additional twenty years. The tax now generates approximately \$15 million in revenue annually, allowing the City to continue to provide important programs and services to its citizens. In accordance with the measure, every five years an independent committee is appointed to evaluate the status of the district transactions and use tax. The committee's purpose is to report a recommendation to City Council on whether the tax should remain in effect at the rate of one percent, or whether the rate should be reduced, or the tax terminated. In fiscal year 2022, an independent evaluation committee convened and recommended to City Council to maintain the current tax rate of 1% for an additional five-year period. City Council approved the recommendation.

In fiscal year 2022, the City took action to refinance the City's unfunded accrued liability owed to CalPERS by issuing approximately \$84M in Pension Obligation Bonds (POB). The issuance provided the City with about \$20M in savings by reducing the interest rate on the liability from a then 7% (now 6.8%) charged by CalPERS to an average bond interest rate of 3%. In addition, the financing restructured the liability to smooth out future payments related to pension liabilities over the following fourteen years. Further details about the POB can be found in Note 7.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those interested. Questions concerning any information provided in this report or requests for additional financial information should be addressed to the Administrative Services Director, 1243 National City Boulevard, National City, CA 91950.



County of San Diego

NICK MACCHIONE, FACHE
AGENCY DIRECTOR

HEALTH AND HUMAN SERVICES AGENCY
AGING & INDEPENDENCE SERVICES
P.O. BOX 23217, MAIL STOP W-433
SAN DIEGO, CA 92193-3217
(858) 495-5885 • FAX (858) 694-2316

KIMBERLY GALLO
DIRECTOR
AGING AND ADULT SERVICES
PUBLIC ADMINISTRATOR
PUBLIC GUARDIAN

DATE: June 26, 2023

TO: Maria Wright
City of National City
1415 D Avenue
National City, CA 91950
RE: Contract No. 561763

REPORT ON ANNUAL SITE VISIT

On March 10th, 2023, I visited your office located at 1415 D Avenue and completed the following reviews:

- Vehicle Inspection
- Service Delivery & Record Keeping Responsibilities
- Inventory

At the site visit I met with Maria Wright, the Nutrition Services Supervisor.

False Claims Training Requirement

It is a requirement that employees who are in any way paid from government funds or performing government services have a duty to prevent fraud, waste and abuse of taxpayer dollars should be trained in a False Claims training annually.

Your program is on track to complete this training by June 2023.

Exclusion, Debarment, and Medi-Cal Search Requirement

Exclusion, Debarment, and Medi-Cal searches are required to be completed monthly for the same individuals who complete the Security Awareness Training, as well as your agency's name. The purpose of these searches is to verify that no employee providing services under the terms and conditions of this contract is currently listed on any of the following: the Office of Inspector General (OIG) List of Excluded Individuals / Entities, the General Services Administration (GSA) Excluded Parties Listing – a.k.a. the System for Award Management (SAM), or Medi-Cal Suspended and Ineligible Provider List. County policy HHSA G-3.14 pertaining to this requirement is attached for your reference.

There were recent findings on incomplete searches, but you are currently in compliance with this requirement.

Inventory

I was able to locate your entire CDA Inventory.

Vehicle Inspection

I was able to inspect Vehicle #356, including vehicle records and safety items.

Findings

Finding #1: On March 10th, you confirmed that only one database was utilized for EDM checks. Since then, this was fixed and you have proven that all 3 databases are being utilized. This is no longer a finding.

Finding #2: I inspected Vehicle #356 and a First Aid Kit was missing. There was also insufficient documentation for a written plan for inspection and maintenance, and a Daily Inspection Log. Please make sure that a plan and documentation is developed moving forward.

It is always a pleasure working with you and your staff. If you have any questions, please don't hesitate to contact me at either 858-495-5520 or Raymond.Flores@sdcounty.ca.gov.

Sincerely,
Raymond Flores
Administrative Analyst I
AIS Contracts Unit
P O Box 23217
San Diego, CA 92193-3217



COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS

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

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

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

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

2. Self-Insured Retentions

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

3. Other Insurance Provisions

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

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

**COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS**

C. Notice of Cancellation

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

General Provisions

4. Qualifying Insurers

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

5. Umbrella or Excess Policy

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

6. Evidence of Insurance

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

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

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

8. No Limitation of Obligations

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

9. Review of Coverage

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

10. Self-Insurance

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

11. Claims Made Coverage

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

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

**COUNTY CONTRACT NUMBER 570896
AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
OLDER CALIFORNIANS NUTRITION PROGRAM
EXHIBIT B – INSURANCE REQUIREMENTS**

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

12. Subcontractors’ Insurance

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

13. Waiver of Subrogation

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

**COUNTY CONTRACT NUMBER 570896
 AGREEMENT WITH THE CITY OF NATIONAL CITY FOR
 OLDER CALIFORNIANS NUTRITION PROGRAM
 EXHIBIT C – PRICING SCHEDULE**

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

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

2. PRICING:

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

Item	Description	Supplemental Rate
1	Congregate Meals*	\$6.83
2	Congregate Meals - Rural*	\$7.40
3	Congregate Meals Incentive Payment	\$0.65

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

3. COST REIMBURSEMENT:

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

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

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

- 3.2.1.1. Description of item purchased.
- 3.2.1.2. Total Price of items(s) purchased.
- 3.2.1.3. Date of items(s) purchased.

4. PRICING SUMMARY

Service Category	Initial Term: 4/1/24 – 3/31/25	County Option 1: 4/1/25 – 3/31/26	County Option 2: 4/1/26 – 3/31/27	County Option 3: 4/1/27 – 3/31/28	Total Contract Maximum
Congregate Meals	\$349,787.24	\$349,787.24	\$349,787.24	\$349,787.24	
Infrastructure* (4/1/24-9/30/24)	\$30,000.00				
Total Annual Contract Maximum	\$379,787.24	\$349,787.24	\$349,787.24	\$349,787.24	\$1,429,148.96

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