



**County of Solano
Standard Contract**

CONTRACT NUMBER:

(Dept., Division, FY, #)

BUDGET ACCOUNT:

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

ARAMARK CORRECTIONAL SERVICES, LLC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

November 18, 2020 - June 30, 2021

3. The maximum amount of this Contract is:

\$ 200,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:


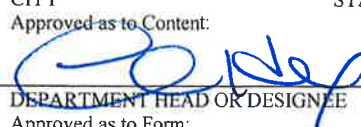
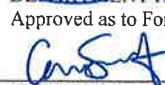
Model Fixed Price Contract

Exhibit A – Scope of Work

Exhibit B – Payment Provisions

Exhibit C – Special Terms and Conditions

This contract is made on November 18, 2020.

CONTRACTOR	COUNTY OF SOLANO
ARAMARK Correctional Services, LLC	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE _____ DATED _____
	BIRGITTA E. CORSELLO,
SIGNATURE	COUNTY ADMINISTRATOR
11/16/2020	TITLE _____
DATED	475 UNION AVENUE
David Lauria	ADDRESS _____
PRINTED NAME	FAIRFIELD CA 94533
Regional Vice President	CITY STATE ZIP CODE
TITLE	Approved as to Content: 
2400 MARKET STREET	DEPARTMENT HEAD OR DESIGNEE _____
ADDRESS	Approved as to Form: 
PHILADELPHIA PA 19103	COUNTY COUNSEL _____
CITY STATE ZIP CODE	

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

1. Introduction

The County of Solano (hereinafter referred to as the "County") enters into this contract (hereinafter "Contract" or "Agreement") with Aramark Correctional Services (hereinafter referred to as the "food service management company", "FSMC" or "Contractor") to provide food service management assistance for the County's food service program, hereinafter referred to as "Services." During the term of this Contract, the FSMC will provide services to the County as described in the Scope of Work (Exhibit A) of this Contract.

2. General Terms and Conditions

A. Term

The FSMC shall commence providing Services under the Contract on November 18, 2020, and continue through June 30, 2021. Execution of all contracts and amendments is contingent on approval by the California Department of Education (CDE). The County may cancel this Contract upon notification from the CDE that it or any part of the bidding process has been determined noncompliant with state and federal laws and regulations.

B. Fees

1. Price Per Meal

The County will pay the FSMC at the rate per meal including all fees and charges indicated in the Schedule of Fees (Exhibit B) of this Contract. The County must determine, and the FSMC shall credit the County for, the full value of U.S. Department of Agriculture (USDA) Foods. The FSMC's invoice will be fully compliant with procurement requirements for the National School Lunch, School Breakfast, Afterschool Meal Supplements under NSLP, Child and Adult Care Food Program, and Special Milk Programs, set forth in Title 7, *Code of Federal Regulations (7 CFR)*, parts 210, 215, 220 and 226, and the USDA Food and Nutrition Service (FNS) Final Rule issued Wednesday, October 31, 2007. The FSMC shall take discounts, rebates, and other credits into account when formulating their prices for this Contract (2 CFR, Section 200.406[a]).

2. Spoiled or Unwholesome Food

The County shall make no payment to the FSMC for food/meals that, in the County's determination, is spoiled or unwholesome at the time of delivery, does not meet detailed food component specifications as developed by the County for the meal pattern, or does not otherwise meet the requirements of this Contract (7 CFR Section 210.16[c][3]).

3. Interest, Fines, Penalties, Finance Charges, Income and Expenses

Interest, fines, penalties, finance charges, income and expenses that may accrue under this contract are not allowable expenses to the nonprofit school food service (cafeteria fund) (2 CFR, Section 200.441). The SFA is prohibited from paying unallowable expenses from the SFA's cafeteria fund.

C. Availability of Funds

Every payment obligation of the County under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. The County may terminate this Contract at the end of the period for which funds are available if funds are not allocated and available for the continuance of this Contract. In the event the County exercises this provision, no liability shall accrue to the County and the County shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

D. Timeliness

Time is of the essence in this Contract.

E. Approval

This Contract has no force or effect until it is signed by both parties and is approved by the CDE (7 CFR, Section 210.19[a][5]).

F. Amendment

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any oral understanding or agreement not incorporated into the Contract in writing and approved by the CDE is not binding on either party (7 CFR, Section 210.19[a][5]).

G. Substantive Changes to Contract

Any change to this Contract that results in a material change or any proposed renewals of this Contract may, at the determination of the CDE, either void this Contract or require the County to rebid the Contract. Following are examples of substantive changes that could require the County to rebid the Contract:

1. The addition of a program
2. A major shift in responsibilities for FSMC/County staff
3. A modification that changes the scope of the Contract or increases the price of the Contract by more than the applicable federal, state, or local small purchase threshold (7 CFR Section 3016.36[g][2][iv] and [v])

H. Subcontract/Assignment

No provision of this Contract shall be assigned or subcontracted without prior written approval of the County. If subcontracts are let, the Contractor should have taken steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

I. Written Commitments

Any written commitment by the FSMC relative to the services herein shall be binding upon the FSMC. Failure of the FSMC to fulfill any such commitment shall render the FSMC liable for damages due to the County. Such written commitments include, but are not limited to:

1. Any warranty or representation made by the FSMC in any publication, drawing, or specifications accompanying or referred to in the proposal pertaining to the responsiveness of the proposal
2. Any written notifications, affirmations, or representations made by the FSMC in, or during the course of, negotiations that are incorporated into a formal amendment to the proposal

J. Trade Secrets/Copyrights

The FSMC and County shall designate any information they consider confidential or proprietary—including recipes, surveys and studies, management guidelines, operational manuals, and similar documents—that the County and FSMC regularly use in the operation of their business or that they develop independently during the course of this Contract. Information so designated and identified shall be treated as confidential by the FSMC and the County, and the FSMC and the County shall exercise the same level of care in maintaining the confidences of the other party as they would employ in maintaining their own confidences, unless disclosure is otherwise required under the law. All such materials shall remain the exclusive property of the party that developed them and shall be returned to that party immediately upon termination of this Contract. Notwithstanding, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the following for federal government purposes:

1. The copyright in any work developed under a federal grant, sub-grant, or contract under a grant or sub-grant
2. Any rights of copyright to which a grantee, sub-grantee, or a contractor purchases ownership with federal grant support (7 CFR Section 3016.34)

K. Severability

Should any provision(s) of this Contract be declared or found to be illegal, unenforceable, ineffective, and/or void, then each party shall be relieved of any obligations arising from such provision(s). The balance of this Contract, if capable of performance, shall remain and continue in full force and effect.

L. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

M. Silence/Absence/Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall mean that only the best commercial practices are to prevail. Only those materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the County are to be used.

N. Indemnification

The FSMC shall indemnify and hold harmless the County, or any employee, director, agent, or Board Member of the County, from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), and decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property resulting from the FSMC's acts or omissions, willful misconduct, negligence, or breach of the FSMC's obligations under this Contract by the FSMC, its agents, employees, or other persons under its supervision and direction.

The FSMC shall not be required to indemnify or hold harmless the County from any liability or damages arising from the County's sole acts or omissions.

O. Sanctions

1. For any instance where Contractor fails to provide the meals described in the Scope of Work, the County shall obtain the required meals from the most expedient source, and the Contractor shall be responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.
2. Replacement meals may not exceed \$10.00 per meal/per person excluding sales tax, transportation, or/and other consequential expenses incurred by County.
3. County shall notify Contractor of any instance where Contractor has failed to adhere to the Scope of Work as specified in Exhibit A within five (5) days of failure. Contractor shall correct such failure within fifteen (15) days to the County's satisfaction, and if Contractor does not correct failure, Contractor shall credit weekly invoice \$2,500 for each instance Contractor fails to adhere to scope of work as specified in Exhibit A.

P. Force Majeure

1. Neither party shall be liable to the other for delay in, or failure of, performance nor shall any such delay in, or failure of, performance constitute default if such delay or failure is caused by force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure may include, but is not restricted to, acts of God, the public enemy, acts of the state in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.
2. Force majeure does not include any of the following occurrences:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market
 - ii. Late performance by a subcontractor, unless the delay arises out of a force majeure occurrence
 - iii. Inability of either the FSMC or any of its subcontractors to acquire or maintain any required insurance, bonds, licenses, or permits

3. If either party is delayed at any time in the progress of work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as practicable and no later than the following work day or the commencement thereof, and shall specify the causes of such delay. Such notice shall be delivered by hand or sent by postal mail with a certified return receipt requested and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time for completion shall be extended by contract amendment, as long as the amended period does not violate 7 CFR Section 210.16(d).
4. Any delay or failure in performance by either party caused by force majeure shall not constitute default, nor give rise to any claim for damages or loss of anticipated profits.

Q. Nondiscrimination

Both the SFA and FSMC agree that no child who participates in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Meal Supplements (AMS) under NSLP, and Child and Adult Food Care Program (CACFP) will be discriminated against on the basis of race, color, national origin, age, sex, or disability. State agencies and SFAs shall comply with the requirements of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR, parts 15, 15a, and 15b); and FNS Instruction 113-1 (7 CFR, Section 210.23[b]).

R. Compliance with the Law

The FSMC shall comply with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The County shall cooperate, as necessary, in the FSMC's compliance efforts (2 CFR, Part 200).

The FSMC shall comply with all applicable federal regulations in 2 CFR, parts 200 and 400 and 7 CFR, parts 210 (NSLP), 220 (SBP), 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools) as applicable, 250 (Donation of Foods for Use in the United States, its Territories and Possessions and Areas Under its Jurisdiction), USDA FNS Instructions and policy, federal laws and regulations, California Education Code (EC), and California laws and regulations, where applicable.

S. Choice of Law

This Contract shall be construed under the laws of the state of California without giving effect to the principles of conflict of laws. Any action or proceeding arising out of this Contract shall be heard in Solano County, California.

T. Advice of Counsel

Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Contract.

U. Small and Minority Businesses- Prime Contractors and Subcontractors

1. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (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; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (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; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section. (2 CFR, Part 200.321[a][b][1-6]).

V. Breach of Contract

For the breach of the Contract and associated benefits:

If the Contractor causes the breach, the Contractor assumes liability for any and all damages, including excess cost to the County in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

W. Penalties

Costs resulting from County's violations, alleged violations of, or failure to comply with, federal, state, local, or regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).

3. Relationship of the Parties

- A. The FSMC's relationship with the County will be that of an independent contractor and not that of an employee of or supervisor for the County. The FSMC will not be eligible for any employee benefits, nor will the County make deductions from payments made to the FSMC for taxes; all of which will be the FSMC's responsibility. The FSMC agrees to indemnify and hold the County harmless from any liability for, or assessment of, any such taxes imposed on the County by relevant taxing authorities. The FSMC will have no authority to enter into contracts that bind the County or create obligations on the part of the County (EC Section 45103.5).

- B. All services to be performed by the FSMC will be as agreed between the FSMC and the County. The FSMC will be required to report to the County concerning the services performed under this Contract. The County shall determine the nature and frequency of these reports.
- C. The County is the responsible authority, without recourse to USDA or CDE, for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.

4. Food Service Program

A. Food Service Management Company Responsibilities

1. Meals are prepared by the FSMC on-site.
2. The SFA participates in meal programs that require the use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d) and 220.16[d]).
3. The FSMC will document why a non-domestic food is being substituted for domestic foods. The documentation is intended to indicate if the alternative food is due to the cost of domestic being significantly higher than non-domestic foods and/or the domestic foods are not produced or manufactured in sufficient and reasonable available quantities of a satisfactory quality. The Respondent will provide documentation justifying their use of exceptions to the Buy American Provision.
4. The FSMC will provide documentation about the percentage of domestic product in any processed end product. If the percentage is less than 51% then the respondent will notify the SFA of the nondomesticity of the process end product.
5. The FSMC will provide certification of domestic origin for products which do not have county of origin labels.

B. County Responsibilities

1. The County shall ensure that the food service operation is in conformance with the County's Permanent Single Agreement with the CDE and will monitor the food service operation through periodic on-site visits (7 CFR, sections 210.16[a][2] and 210.16[a][7]).
2. The SFA shall establish and maintain an advisory board composed of parents, group counselors, and youths to assist with menu planning (7 CFR, Section 210.16[a][8]).

3. The County shall retain control of the quality, extent, and general nature of the food service program and establish all program and non-program meal and a la carte prices (7 *CFR*, sections 210.9[b][1] and 210.16[a][4]).
4. The County shall retain responsibility for developing the meal pattern for juveniles with disabilities, when their disability restricts their diet, and for those without disabilities who are unable to consume the regular lunch because of medical or other special dietary needs (7 *CFR* Section 210.10[m]).
5. The County shall retain control of the nonprofit school service account and overall financial responsibility for the nonprofit food service operation; the quality, extent, and the general nature of its food service (7 *CFR* Section 210.16[a][4]).
6. The County shall retain signature authority for the food services application, agreements, Free and Reduced-Price Policy Statement, monthly Claim for Reimbursement, reports, program renewal, the verification of applications, letters to households, and all correspondence to the CDE relating to the food service program (7 *CFR* Section 210.16[a][5]).
7. The County shall retain signature authority and be responsible for all contractual agreements entered into in connection with the food service program (7 *CFR* Section 210.21).
8. The County shall maintain applicable health certification and ensure that all state and local regulations are being met by the FSMC preparing and serving meals at the County's facility (7 *CFR*, Section 210.16[a][7]).
9. The County may not contract with the Contractor to provide only nonprogram food (e.g., a la carte and adult meals) unless the Contractor offers free, reduced price, and paid reimbursable lunches to all eligible children (7 *CFR*, Section 210.16[a]).

5. U.S. Department of Agriculture Foods

A. Food Service Management Company Responsibilities

1. The FSMC shall fully use, to the maximum extent possible, USDA Foods made available by the County solely for the purpose of providing benefits for the County's food service program (7 *CFR* Section 210.16[a][6]).
2. The method and frequency of crediting donated foods will be in accordance with 7 *CFR*, Section 250.51(b). The FSMC must ensure that it follows the negotiated method and frequency of crediting agreed upon by the parties
3. In accordance with 7 *CFR* Section 250.53, the FSMC shall comply with the following provisions relating to the use of USDA Foods, as applicable:
 - a. The FSMC must credit the County for the value of all USDA Foods (including both entitlement and bonus foods) received for use in the County's meal service in the school year or fiscal year. The credit must include the value of USDA Foods contained in processed end products if the FSMC procures processed end products on behalf of the County, or acts as an intermediary

in passing on the USDA Food value of processed end products to the County (7 *CFR* Section 250.51[a])

- b. The FSMC shall account for the full value of USDA Foods (7 *CFR* Section 250.51) by:
 - i) Subtracting the value of all USDA Foods received for use in the County's food service from the County's monthly invoice, and
 - ii) Using the Average Price File for the school year that the USDA Foods are received by the County. This listing is available from the USDA Food Distribution Web page at:
<http://www.fns.usda.gov/fdd/processor-pricing-reports>
4. The FSMC will be responsible for any activities relating to USDA Foods in accordance with 7 *CFR* Section 250.50(d)(2), (3), and (4), and will ensure that such activities are performed in accordance with the applicable requirements in 7 *CFR* Part 250.
5. The FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
6. Contractor must use all donated ground beef, and ground pork products, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 *CFR*, Section 250.51[d]).
7. According to 7 *CFR* Section 250.53(a)(7), the FSMC shall ensure that the processing agreement's value will be used in crediting the County for the value of USDA Foods contained in end products.
8. The FSMC will provide assurance that it will not itself enter into the processing agreement with the processor required in subpart C of 7 *CFR* Part 250 (7 *CFR*, Section 250.53[a][7]).
9. The FSMC will provide assurance that it will comply with the storage and inventory requirements for USDA Foods (7 *CFR*, Section 250.53[a][9]).
10. The distributing agency, subdistributing agency, the CDE, the County, the Controller General, the USDA, or their duly authorized representatives, may perform on-site reviews of the FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods (7 *CFR*, Section 250.53[a][10]).
11. The FSMC will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 *CFR* Section 250.54(b).
12. Any extensions or renewals of the Contract, if applicable, are contingent upon the fulfillment of all Contract provisions relating to USDA Foods.

B. County Responsibilities

1. The County shall retain title to all USDA Foods and ensure that all USDA Foods received by the County and made available to the FSMC accrue only for the benefit of the County's food service program and are fully used therein (7 *CFR* Section 210.16[a][6]).
2. The County shall accept and use, in as large quantities as may be efficiently used in its nonprofit food service program, such foods as may be offered as a donation by USDA (7 *CFR* Section 210.9[b][15]).
3. The County will maintain records to document its compliance with requirements relating to USDA Foods and conduct reconciliation (at least annually and upon termination of the Contract) to ensure that the FSMC has credited the value of all USDA Foods in accordance with 7 *CFR* sections 250.54(a) and (c).
4. The County will not extend or renew any Contract if the Contractor did not fulfill all Contract provisions relating to donated foods (7 *CFR*, Section 250.53[a][12]).

6. Meal Responsibilities

A. The FSMC shall:

1. Serve meals on such days and at such times as requested by the County.
2. Provide meals through the County's food service program that meet the requirements as established in 7 *CFR* Part 210.
3. Retain sole control of the preparation, delivery, and service of meals.
4. Offer free, reduced price, and paid reimbursable meals to all eligible through the County's food service program.

7. Food Service Management Company Employees

- A. The FSMC shall only place staff for work at the County that met the minimum professional standards outlined in 7 *CFR* 210.30 which can be viewed at the following web page:
http://www.fns.usda.gov/sites/default/files/cn/profstandards_flyer.pdf.

The County shall ensure that all staff the FSMC proposes for placement meet the minimum professional standards. The FSMC shall ensure their employees take the required annual training as outlined in the professional standards and provide certification of such training to the County. The FSMC shall remove from the County's premises any staff who fail to take the required training.

The FSMC shall provide the County with a list of proposed employees and evidence that they meet the professional standards.

- B. The County reserves the right to interview and approve the on-site food service consultant(s)/employee(s).

- C. The FSMC shall provide the County with a schedule of employees, positions, assigned locations, salaries, and work hours. The FSMC will provide specific locations and assignments to the County five [5] calendar weeks prior to the commencement of operation.
- D. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC will be responsible for supervising and training their personnel.
- E. The FSMC agrees to assume full responsibility for the payment of all contributions and assessments, both state and federal, for all of its employees engaged in the performance of this Contract.
- F. The FSMC agrees to furnish the County, upon request, a certificate or other evidence of compliance with state and federal laws regarding contributions, taxes, and assessments on payroll.
- G. The FSMC will be solely responsible for all personnel actions regarding employees on its respective payroll. The FSMC shall withhold and/or pay all applicable federal, state, and local employment taxes and payroll insurance with respect to its employees, insurance premiums, contributions to benefit and deferred compensation plans, licensing fees, and workers' compensation costs, and shall file all required documents and forms. The FSMC shall indemnify, defend, and hold the County harmless from and against any and all claims, liabilities, and expenses related to, or arising out of, the indemnifying party's responsibilities set forth herein.

8. Books and Records

- A. The County and the FSMC must provide all documents as necessary for an independent auditor to conduct the County's single audit. The FSMC shall maintain such records as the County will need to support its Claims for Reimbursement. Such records shall be made available to the County upon request and shall be retained in accordance with 7 *CFR* Section 210.16(c)(1).
- B. The County and the FSMC shall, upon request, make all accounts and records pertaining to the nonprofit food service program available to the CDE and USDA FNS for audit or review at a reasonable time and place. Each party to this Contract shall retain such records for a period of three (3) years after the date of the final Claim for Reimbursement for the fiscal year in which this Contract is terminated, unless any audit findings have not been resolved. If audit findings have not been resolved, then records shall be retained beyond the three-year period as long as required for resolution of issues raised by the audit (7 *CFR* Section 210.9[b][17]).
- C. The FSMC shall not remove state or federally required records from the County's premises upon contract termination.
- D. The County and the FSMC shall allow the CDE, USDA, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the FSMC that are directly pertinent to the Contract

for the purpose of making any audit, examination, excerpts, and transcriptions (7 CFR Section 3016.36[i][10]).

9. Monitoring and Compliance

- A. The FSMC warrants and certifies that in the performance of this Contract it will comply with all applicable statutes, rules, regulations, and orders of the United States and the state of California.
- B. The County shall establish internal controls that ensure the accuracy of breakfast, snacks, lunch, and dinner counts prior to the submission of the monthly Claim for Reimbursement in accordance with 7 CFR Section 210.8(a). At a minimum, these internal controls shall include all of the following:
 - i. An on-site review of the breakfast, snacks, lunch, and dinner counting and claiming system (7 CFR Section 210.8[a][1]).
 - ii. A system for following up on breakfast, snacks, lunch, and dinner counts that suggest the likelihood of lunch counting problems.
- C. The SFA shall monitor the food service operation through periodic on-site visits in order to develop recommendations for improvement of the food service program per 7 CFR, Section 210.6(a)(3).

10. Equipment, Facilities, Inventory, and Storage

- A. The County will make available to the FSMC, without any cost or charge, area(s) of the premises agreeable to both parties in which the FSMC shall render its services. The County shall not be responsible for loss or damage to equipment owned by the FSMC and located on the County's premises.
- B. The FSMC shall notify the County of any equipment belonging to the FSMC on the County's premises within 10 days of its placement on the County's premises.
- C. The premises and equipment provided by the County for use in its nonprofit food service program shall be in good condition and maintained by the County to ensure compliance with applicable laws concerning building conditions, sanitation, safety, and health including, without limitation, Occupational Safety and Health Administration regulations. The County further agrees that any structural or nonstructural modifications or alterations to the workplace or the premises necessary to comply with any statute or governmental regulation shall be the responsibility of the County and shall be at the County's expense. This provision shall survive termination of this Contract.
- D. The County shall have access, with or without notice, to the County's facility used by the FSMC for purposes of inspection and audit.
- E. Ownership of the beginning inventory of food and supplies shall remain with the County.
- F. All USDA Foods shall remain with the County.

- G. Ownership of all nonexpendable supplies and capital equipment shall remain with the County. However, the FSMC must take such measures as may be reasonably required by the County for protection against loss, pilferage, and/or destruction.
- H. Meals are prepared by the FSMC on-site.

11. Certifications

- A. The FSMC warrants and certifies that in the performance of this Contract, it will comply with the rules and regulations of the CDE and the USDA, and any additions or amendments thereto, including but not limited to 2 CFR parts 180, 225, 230 and 417; 7 CFR parts 210, 220, 225, 245, 250, 3016; and USDA FNS Instruction and policy, as applicable. The FSMC agrees to indemnify the County and the CDE against any loss, cost, damage, or liability by reason of the FSMC's violation of this provision.
- B. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.
- C. The County and FSMC shall comply with all applicable standards, orders, or regulations issued, including:
 - 1. Section 306 of Clean Air Act (42 U.S.C. 1847[h]):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/pdf/USCODE-2013-title42-chap85-subchapIII-sec7602.pdf>
 - 2. Section 508 of the Clean Water Act (33 U.S.C. 1368):
<http://www.gpo.gov/fdsys/pkg/USCODE-2013-title33/pdf/USCODE-2013-title33-chap26.pdf>
 - 3. Executive Order 11738: <http://www.epa.gov/isdc/eo11738.htm>
 - 4. Environmental Protection Agency (EPA) regulations at Title 40, *Code of Federal Regulations*, Part 15, et seq. (http://www.ecfr.gov/cgi-bin/text-idx?SID=9ed90ed6fc9c89c5c8465c743584c79a&tpl=/ecfrbrowse/Title40/40tab_02.tpl). Environmental violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and the FSMC agrees not to use a facility listed on the EPA's List of Violating Facilities.
- D. Debarment Certification

The USDA Certification Regarding Debarment must accompany each subsequent one-year renewal (2 CFR, Sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.
- E. Lobbying

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7 CFR Part 3018) must accompany each subsequent one-year renewal

(2 CFR Sections 180 and 417). Contract renewals that do not include this certification will not be accepted for consideration.

- F. Energy Policy and Conservation Act:
<http://legcounsel.house.gov/Comps/EPCA.pdf>.

The County and the FSMC shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

- G. Contract Work Hours and Safety Standards Act Compliance:
<http://www.dol.gov/compliance/laws/comp-cwhssa.htm>.

In performance of this Contract, the FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

- H. Per Appendix II to 2 CFR, Part 200 the following provisions must be included (as applicable): Equal Employment Opportunity Clause per Executive Order 11246 (for contracts in excess of \$10,000); Rights to Inventions Made Under a Contract or Agreement.

12. Insurance

The parties shall maintain the following insurances:

- A. Workers' Compensation Insurance

Each party shall maintain Workers' Compensation Insurance coverage as required by state law, and Employers' Liability in the amount of one million dollars (\$1,000,000.00) for each accident covering all employees employed in connection with child nutrition program operations.

- B. Comprehensive or Commercial Insurance

The FSMC shall maintain during the term of this Contract, for protection of the County and the FSMC, Comprehensive or Commercial General Bodily Injury and Property Damage Liability Insurance with a Combined Single Limit of five million dollars (\$5,000,000.00) for each occurrence, including, but not limited to, Personal Injury Liability, Broad Form Property Damage Liability on the FSMC-owned property, Blanket Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under the Contract and, upon request, shall provide the County with a certificate evidencing such policies. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. With the exception of Workers' Compensation Insurance, the County shall be named as an additional insured under the FSMC's policies of insurance to the extent the County is indemnified pursuant to this Contract, where insurable. Any insurance coverage (additional insured or otherwise) that the FSMC provides for the Additional Insureds shall only cover insured liability assumed by the FSMC in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Additional Insureds.

C. Property Insurance

The County shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.

D. Employer's Liability: Contractor shall maintain Employer's Liability insurance limit of \$1,000,000.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

I. Verification of Coverage

- (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
- (2) The endorsements should conform to County's requirements and be acceptable to County.
- (3) County must receive and approve all certificates and endorsements before work commences.
- (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
- (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

13. Termination

Either party may terminate this Contract at any time upon 60-days' written notice (7 *CFR* Section 210.16[d]).

Either party may cancel for cause with a 60-day notification if either party breaches a provision of this Contract ("cause"). The non-breaching party shall give the other party notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day notice to the breaching party of their intent to terminate this Contract upon expiration of the 60-day period. This Contract may be terminated, in whole or in part, for convenience by the County with the consent of the FSMC, in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated (7 *CFR* Section 3016.36[i][2]). The Contract may also be terminated, in whole or in part, by the FSMC upon written notification to the County, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the County determines that the remaining portion of the Contract will not accomplish the purposes for which the Contract was made, the County may terminate the Contract in its entirety under either 7 *CFR*, Section 3016.43, or 7 *CFR*, Section 3016.44(a), pursuant to 7 *CFR* Section 3016.44. The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

14. Buy American Requirements

A. Food Service Management Company Responsibilities

1. The Food Service Management Company (Contractor) must submit statements for all processed agricultural products to the County at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
2. The Contractor must notify the County in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the County to consider and provide an explanation for the following:

- a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
- b) Why competitive bids reveal the cost of domestic product are significantly higher [25% or higher] than the nondomestic product.

B. School Food Authority Responsibilities

1. The County shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
2. The County shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless the Contractor has received prior approval from the County for nondomestic agricultural commodity or product.
3. The County must ensure Contractor's compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring Contractor's to certify the domestic percentage of the agricultural food component of products.

Exhibit A

SCOPE OF WORK

I. CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

1. GENERAL REQUIREMENTS

- A. Contractor shall provide on-site food services at Solano County Juvenile Detention Facility located at 740 Beck Avenue, Fairfield CA 94533.
- B. Contractor shall prepare and serve meals each day at the time designated, seven (7) days a week. All meals shall be prepared and served utilizing Title 15 standards and guidelines with a minimum of two hot meals per day.
- C. The meal schedule is as follows: Breakfast is served at 7:00 a.m. including the first snack, lunch served at 11:45 a.m., dinner served at 4:45 p.m. including a second snack (to be consumed later that evening). The meal schedule will reflect service intervals, from meal completion to meal served, not to exceed thirteen hours.
- D. Daily menu shall be based of minimum 3,000 calories per day.
- E. Maintain at least five (5) extra meals, breakfast, lunch, and dinner, in storage available for late bookings.
- F. Implement a process of controlled meals to be stored at the Juvenile Detention Facility sufficient to address emergencies including but not limited to food illness outbreaks.
- G. Contractor shall operate the food service program in a cost-effective and efficient manner that includes optimal staffing, purchasing U.S.D.A. surplus commodities and recycled products, energy conservation, and recycling excess food waste.
- H. Contractor agrees to conduct its activities at all times in a safe and prudent matter with full regard to the County's safety policies and observe all applicable rules, regulations, and policies.
- I. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code §812. Violation of this provision shall constitute a material breach of this Agreement.
- J. In no case will alcoholic beverages be used, consumed, or kept on the premises.
- K. Contracting with Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: The Contractor shall comply with 2 CFR, Section 200.321 (as applicable).

2. PURCHASING SPECIFICATIONS

- A. Contractor shall only purchase products from plants that are compliant with food safety standards and have the manufacturer's and distributor's assurance of safe handling. All products may only be purchased from Aramark approved suppliers. Unit level purchasing decisions are not allowed, unless they are client preferences or regulated by local laws.

- 1) Meats: Meats are purchased only from USDA-inspected plants and approved by Aramark registered dietitians. All must meet youth acceptability standards.
 - 2) Fresh Produce: Fruits: 138 count (medium size) petite bananas—U.S. No. 1 or comparable quality.
 - 3) Produce: U.S. No. 1 or comparable quality.
 - 4) Canned or Frozen Produce: Extra standard or standard, based on availability for institutional pack.
 - 5) Milk or Morning Beverage: With calcium and vitamin D.
 - 6) Fruit Drink: Vitamin C enriched, saccharin sweetened.
- B. Product Recall: if a product is recalled, immediate tracking gets activated and urgent action is taken to avoid any harm to consumers.
- C. USDA Commodities: Contractor shall assist in the acquisition of federal commodities for the facility, if available. All usable commodities will be blended into the menu and credited, per the USDA.
- D. Product Specifications & Grading: Contractor shall ensure that all food production plants that are utilized for purchases are required to meet a thorough HACCP review. All products are reviewed by Aramark's correctional services division dietitians for youth's acceptability ratings and nutritional content. Specifications for correctional services shall be developed to provide consistency of purchase unit size and quality of products used. Grades for products shall be established to ensure best quality for intended use. If the specified grade is not available, the next highest grade will be used. To cover periods of end of crop shortages, alternate specifications may be approved.
- 1) Whenever possible, frozen vegetables, except tomatoes, sweet potatoes, and sauerkraut are preferred over canned vegetables. Dried great northern beans pinto beans and black-eyed peas are used rather than canned.
 - 2) Except where noted, the largest practical size container is purchased. However, smaller packs are approved if required to avoid spoilage.
 - 3) Plastic or metal containers without sharp edges are always preferred over glass containers. Any products packed in glass must be kept under lock and key. Special care is also taken in disposing of empty glass containers.
 - 4) Produce minimum standards shall consist of:
 - Fruit (No. 1 Quality) Apples, 138 ct.
 - Bananas, petite
 - Oranges, 138 ct.
 - Vegetables (No. 2) Cabbage, firm green head, trimmed, Danish preferred, 50 lb. (commercial)
 - Carrots, whole, topped, crisp, 50 or 100 lb. (No. 2)
 - Celery (No. 2)
 - Lettuce, head, iceberg/crisp head, trimmed 24 – 30 ct. (No. 2)
 - Onions, mild, medium size, 50 or 100 lb. (No. 2 or commercial)
 - Tomatoes, 2 – 2 1/4" diameter 6 x 7 (No. 2)
 - Potatoes, Bakers, White Rose, Burbank, 90 ct. (No. 2 or commercial)
 - Potatoes, Utility with peel, 120 ct. (No. 2 or commercial)
 - 100 Percent Fruit Juice (Grade B/Choice) If served bulk, concentrate, orange or apple
 - Frozen Vegetables (institutional pack and Grade B/Extra Standard or Grade C/Standard, based upon availability for institutional pack)

- Carrots, diced or sliced, 1/20 lb.
 - Broccoli, cuts, 1/20 lb.
 - Green Beans, 1/20 lb.
 - Peas, 1/20 lb.
 - Whole Kernel Corn, 1/20 lb.
 - Spinach, cut, chopped, 3/12 lb.
 - Mixed Vegetables, 1/20 lb.
 - Greens, 3/12 lb.
 - French Fries, 5/6 lb.
 - Canned Vegetables—6/#10 cans (Institutional Pack and Grade B/Extra Standard or Grade C/ Standard, based upon availability for institutional pack) Tomatoes, crushed - Tomato, paste - Tomato, Catsup.
 - Canned Fruits (Institutional Pack and Grade B/Choice)—6/#10 cans Applesauce, Apples, sliced, vacuum pack preferred, Mixed fruit, water or juice pack preferred, Pineapple, tidbits or chunks, light syrup preferred, Peaches, diced, water or juice pack preferred, Pears, diced, water or juice pack preferred
- 5) Meat minimum standards shall consist of:
- Windsor Beef and Poultry Pattie, pre-cooked with soy
 - Windsor BBQ Patty
 - Windsor Breaded Patties, 25 percent maximum breading, with soy
 - Breaded Iceland Fish, minced
 - Tyson Chicken 1/4s—USDA Grade B, boneless breast and thighs
 - Tyson Chicken, mechanically separated
 - Butterball products—must conform to acceptability standards Turkey, dark, cured, Turkey bologna, Turkey salami,
 - Turkey Hot Dogs, Turkey Roll, combo, light and dark, Turkey Sausage, smoked
 - Simeus Foods Beef and Chicken breakfast sausage—pre-cooked with soy
 - Meats with no salt added as specified by dietitian for diets
 - All acceptability ratings and nutritional contents are reviewed and approved by Aramark's correctional services division dietitians. All meet USDA standards for wholesomeness. All plants are required to meet a HACCP review by Aramark.
- 6) Dairy minimum standards shall consist of:
- Cheese, Imitation, sliced and shredded
 - Eggs, Grade A, medium
 - Skim, 1% or 2% milk, fortified A&D, 1/2 pt. Cartons, 50 or 70/cs
 - Scrambled Egg mix—frozen in bags, reduced yolk to white ratio 6/5.
- 7) Cereals minimum standards shall consist of:
- Ready to Serve (20 lb. pack) and cooked (50 lb. pack), Gilster Mary-Lee
 - Corn Flakes, bulk
 - Crisped Rice, bulk
 - Cheerios, bulk
 - Farina, quick
 - Grits, quick
 - Oatmeal, quick
- 8) Other Groceries:
- Cake Mix—chocolate, white, yellow (50 lb. recommended)
 - Instant Puddings—butterscotch, chocolate, vanilla (standard)
 - Gelatin, assorted (standard), non-pork

- Margarine Prints with A&D added, 30 lb.
- Margarine Readies, 90 ct. with A&D added for medical diets
- Coffee, instant—freeze dried, tea bags, 1 oz
- Fruit Drinks, bulk—Vitamin C enriched, 15/1 concentrate with saccharin or Vitamin C, E, calcium, and B12,
- enriched
- Navy Beans, 50 lb.
- Pinto Beans, 50 lb.
- Potatoes, dehydrated, 50 lb.
- Rice, 50 lb.
- Macaroni, 20 lb.
- Spaghetti, 20 lb.
- Noodles, 20 lb.
- Flour, all-purpose
- Sugar, all-purpose
- Brown Sugar
- Confectioner's Sugar
- Shortening
- Salad Oil, soy—35 lb.
- Peanut Butter, no salt added—6/5 lb.
- Jelly, bulk—6/#10 cans
- Salad Dressing, mayo-type—30 lb.
- Salad Dressing, tossed, reduced fat Italian and French
- Pancake syrup, bulk
- Mustard, bulk
- Beef Soup Base
- Chicken Soup Base
- Dairy Blend
- Tortillas, flour
- Potato Chips, bulk
- Corn Chips, bulk
- P.C. Condiments—sized as specified on menu

3. OPERATIONAL COSTS

- A. To ensure the unit meets the projected costs, Contractor shall utilize the following tools as detailed in the operational standards section:
- Operational Excellence – Efficiency in Food & Labor Management
 - PRIMA – Population, Pulls, Production, Portioning, Post-Analysis
 - Maintenance Programs
- B. Contractor shall be responsible for the installation and maintenance related to Contractor's equipment.

4. REGULATORY COMPLIANCE

- A. The Contractor shall ensure full compliance with all laws, ordinances, rules, and regulations of all applicable federal, state, county, and city governments, bureaus, and agencies regarding purchasing, sanitation, health, and safety for the food service operations and shall procure and maintain all necessary licenses and permits. The

County shall cooperate, as necessary, in the Contractor's compliance efforts. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

- B. Contractor shall ensure to stay in compliance with all existing and future National School Lunch Program (NSLP) and California Department of Education's (CDE) guidelines and requirements.
- C. Contractor shall establish and maintain a log of hazardous materials to comply with all laws, regulations and industry standards related to the use, storage, and handling of such hazardous materials or substances.
- D. All Contractor employees shall be required to complete and pass a County conducted pre-employment criminal background check including being fingerprinted before being allowed at the facility.
- E. Contractor employees will be required to complete a live-scan criminal background check with both County and Contractor named as recipients. Contractor's staff may be subject to annual security verification.
- F. Contractor shall immediately notify the County of any disciplinary sanctions/counseling given to Contractor's staff by other government agency and who are also performing tasks at the Solano County Juvenile Detention Facility.

5. REPORTING & RECORD KEEPING

- A. Contractor will generate and provide all reporting necessary to help the county fully comply with all federal, state and local regulations along with NSLP, CDE requirements.
- B. Contractor shall make available to the County all operational and financial reports to review at county's discretion.
- C. All information and reports generated will be archived for terms that will be outlined by the County in writing.
- D. Maintain employment records that show FSMC staff have all professional and health certifications as required by federal or state law and the SFA.

6. COOK- SERVE OPERATIONAL STANDARDS

- A. Aramark's PRIMA WEB production system will be fully utilized to have standardized and successful operations. All five steps of proper operations, Population, Pulls, Production, Portioning and Post-Analysis will be consistently and fully applied and monitored.
- B. Nutrition Management: Aramark Dietitian and County approved menus will be planned and uploaded in to the PRIMA system by authorized regional staff. Only the authorized menu will be downloaded to generate daily service menus.
- C. Forecasting: Correct daily population counts will be used to forecast upcoming weeks' production.

- D. Perfect Purchasing: Only the approved items will be purchased from authorized suppliers at correct amounts.
- E. Rigorous Receiving: All items will be checked as to their quality, shape, shelf life, count, and temperature and to match exact items ordered at the correct price at the time of receiving.
- F. All items will be stored within proper cold and dry storage standards and following First in, First out (FIFO) guidelines along with meeting Sarbanes–Oxley standards.
- G. Pulling: Necessary amount of products will be pulled to separate locations in the storage areas ahead of production day for ease of operation.
- H. Production: Only County's approved recipes will be utilized to ensure 100% nutritional and quality standards.
- I. Portioning: Correct hot/cold holding units, service trays and utensils will be used to make sure that portions served exactly match menu requirements.
- J. Contractor shall serve all meals at appropriate temperatures in compliance with health and safety standards (e.g. hot foods served between 140 and 180 degrees; and colds foods served at 40 degrees or below but never frozen).
- K. Contractor will serve milk and juice in individual cartons and all other beverages will be served from insulated containers.
- L. Contractor shall utilize re-usable trays in serving meals. Contractor shall take necessary actions to ensure trays remain in service for their lifetime by implementing inventory control measures, and ensuring proper sanitation and cleaning procedures.
- M. Post-analysis: All pertinent planned, produced, waste and left over amount information will be recorded and tracked through the Wipe Out Waste program in order to regulate cost and improve forecasting.

7. FOOD LABELING

- A. Contractor shall possess or develop a system, including a time coding system where applicable, that will prevent from serving meals that do not meet the minimum quality standards.
- B. Food items including cooked meals maintained in storage shall indicate the item name, date of production, batch number, and the date of expiration for each batch of food prepared.

8. STORAGE

- A. Contractor all ensure that the storage areas are clean, well lit, organized and accurately sequenced according to the Aramark Manager's Guide.

- B. Storage areas must NOT be located in locker rooms, restrooms, garbage rooms, open stairwells or under mechanical, unshielded sewage or leaking water lines.
- C. Storage shelves are used for their intended purpose, in good repair and stable, and at a minimum of 6" above the floor and 18" from the ceiling or sprinkler heads.
- D. Shelf heights are set to reduce wasted space and to ensure heavy items are stored between knee and shoulder height.
- E. Multi-use refrigerator storage areas are accurately sequenced per above and using the *Top-to-Bottom* Storage System.
- F. Each storage area identified in the automated food production system shall be accurately set up as detailed above.
- G. Store like products together and ensure that chemicals are separated from food and food contact items (i.e. packaging, linens and utensils).
- H. Chemicals must be correctly stored according to the Aramark Manager's Guide.
- I. Ensure that refrigerators and freezers are not overstocked.
- J. All food products are stored using the First in, First out (FIFO) system and correctly labeled with the receive date according to the Aramark Receiving Labeling Procedure.
- K. All types of refrigerators and freezers are equipped with an internal thermometer, which is located in the warmest area. The internal thermometer is checked according to the Aramark Manager's Guide and accurately recorded on the equipment temperature log.
- L. All storage areas are well lit. Light bulbs are covered by shields, ceiling light panel covers or shatterproof bulbs are used.
- M. All storage area floors, walls and shelves are clean, and pest free. The Aramark Master Cleaning Schedule is accurately completed and in use for all storage areas according to the Aramark Manager's Quick Guide.
- N. If applicable, USDA commodity items are properly stored and inventoried per regulatory requirements.

9. CLEANING, SANITIZING

- A. Contractor shall purchase and provide the approved equipment, tools, cleaning materials, chemicals, and other supplies necessary for the food service operation.
- B. Ensure that all MSDSs are available in Right-to-Know folder and ensure that folder is current.
- C. Make available to Contractor's associates all proper and necessary Personal Protective Equipment (PPE).
- D. Contractor shall set up and monitor chemical dispensers and warewashing equipment.

- E. Ensure to properly set up dispensers and warewashing equipment and make sure they are operating correctly.
- F. Twice a day, test and record:
 - 1. Sanitizer concentration for each sanitizer dispenser and record it on the Sanitizer Dispenser Log for each location opens for service (open and mid-day).
 - 2. Final rinse temperatures on dishwasher machine Temperature Log (open and close).
 - 3. Final rinse concentrations on dish machine Sanitizer Log (open and close).
 - 4. Follow corrective actions on the logs above if results do not meet the requirements.
- G. Ensure chemicals are used according to manufacturer's instructions.
 - 1) Do not combine chemicals.
 - 2) Do not free-pour concentrated chemicals or use them at full strength.
 - 3) Use only quaternary ammonium sanitizers that have an effective range of 150-400 ppm (alternative sanitizers must be approved prior to use).
- H. Ensure that bleach is not used as a sanitizer or disinfectant in food service operations.
- I. Make sure associates use red and green buckets for cleaning purposes only.
- J. Monitor solutions in red and green buckets and make sure wiping cloths are changed between meal periods or any time they become soiled.
- K. Store chemicals in the original container from the manufacturer. If a chemical is transferred to a new container, affix the preprinted manufacturer's label with the name of the contents on the new container.
- L. Store labeled "in-use" chemical containers (buckets/spray bottles) in a manner that limits the potential for food product contamination. Make sure these containers have the preprinted manufacturer's label with the name of the contents.
- M. Ensure that green and red buckets are not stored on or above work surfaces or service stations where food is being handled, served, or stored.
- N. Make sure food-contact and non-food-contact surfaces are clean and sanitized.
- O. Maintain a current Master Cleaning Schedule.
- P. Confirm associates wash hands before handling clean equipment, utensils, and smallwares.
- Q. Ensure food-contact surfaces are cleaned and sanitized after each use, and air-dried before being placed into storage.
- R. Monitor non-food-contact surfaces to keep them free of dust, dirt, food, and debris.

- S. Wash and sanitize all reusable serving trays and other smallware. Contractor shall follow all health and safety standards and County sanitation procedures when performing clean up tasks.
- T. Refer associates to the Ecolab Cleaning Instructions for specific cleaning procedures.

10. MENU PLANNING

- A. Adhere to the National School Lunch Program (NSLP), School Breakfast Program (SBP), Afterschool Meal Supplements (AMS) under NSLP, and Child and Adult Food Care Program (CACFP) 21-day cycle menu for the first 21 days of meal service; thereafter, the contractor may only make changes with the FSMC's approval (7 CFR, Section 210.16[b][1]). Adhere to the menu planning meal patterns as required in 7 CFR, Sections 210.10, 220.8 and 226.
- B. During the term of the Agreement, the Contractor shall suggest changes to the menu. Changes in the menu should consider improved nutritional value, variety, visual appeal, customer preference, and seasonal variations.
- C. All changes in the menu must have prior written consent by the County and by the Contractor's registered dietitian. Menu substitutions must be of equal nutritional value as the original menu.
- D. Provide County with an item computerized nutritional analysis indicating food specifications (i.e. calories, fat, cholesterol, sodium, calcium, iron, dietary fiber, and vitamins) and comparison to RDA values.
- E. If, for any reason, the Contractor fails to provide service, the County shall obtain the required meal(s) from the most expedient source, and the Contractor shall be responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.

11. MEDICAL DIET MENUS

- A. In response to a physician or nurse practitioner's orders, provide County with an appropriate medical menu that agrees with physician-ordered specifications and, as much possible, is consistent with regular menu items. The menu shall be prepared by a registered dietitian and certified by both, a physician and a registered dietitian prior to use by County.
- B. The Contractor shall provide medical diet meals such as, but not limited to, allergy, diabetic, low salt, low fat, dental soft, dental liquid, pregnancy, renal, vegetarian, and special meals in accordance with County's procedures and as ordered by medical staff.
- C. Medical diets shall be served during normal hours in the manner specified by the physician. Arrangements shall be made to provide meals beyond the schedule meal hours when so ordered by the physician.

- D. Contractor shall develop a 21-day cycle menu with standardized recipes to ensure consistency of medical diet menu items.

12. RELIGIOUS DIET MENUS

- A. In response to requests stemming from religious beliefs, Contractor shall provide County with appropriate special diet menus that agree with religious or vegetarian specifications and that is consistent, as much as possible, with regular menu items. The menu shall be prepared and certified by a registered dietitian prior to use by the County.
- B. Contractor must initiate diet service within no more than 24 hours of notification.
- C. Examples of religious menus include, but are not limited to, Kosher, Halal, and Ovo-Vegetarian. Contractor shall keep up-to-date with current law and adjust its menus according to controlling state and federal law, including case law.
- D. Diets that may require additional cost have to be approved by the County before invoicing.

13. HOLIDAY AND SPECIAL MEAL MENUS

- A. Contractor must submit holiday and special meal menu plans seven (7) days prior to the scheduled holiday for County's approval.
- B. At a minimum, special meal programs shall be required for the following Holidays:
 - a) New Year's Day
 - b) Easter Sunday
 - c) Thanksgiving Day
 - d) Christmas Day
 - e) August Picnic
 - f) Labor Day
 - g) Cinco de Mayo
 - h) Memorial Day
 - i) June Picnic
 - j) Independence Day
 - k) Martin Luther King Day
 - l) St. Patrick's Day

14. EMERGENCY MEAL PLAN

- A. Contractor shall maintain a seven day (7) meal supply stocked at the Juvenile Detention Facility.
- B. Contractor shall establish/revise an emergency plan, with the assistance of the County, to continue food service operations in the event of an emergency or disaster, Contractor's emergency plan factors in many of the most common disruptions of service(s). Contractor's responses range from utilizing other facilities to bringing in additional resources (both human and equipment) to maintain the food service operation. It cannot be assumed that Contractor will be expected to provide services

under any circumstances as the severity of the disruption/emergency may make service impossible.

15. STAFFING PLAN

- A. Contractor shall provide adequate, competent, and efficient support staff that shall be able to service the County during operating hours. Such representative(s) shall be knowledgeable about the food service program, products offered and able to identify and resolve quickly any issues.
- B. Contractor shall not deviate from the staffing plan without County's consent. Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel without the express written agreement of County which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County approval. Personnel replacements shall not interfere with the food service operation.

Key Personnel	Title	Functions
Peter Burt	CA/NV District Manager	Contractual and Corporate Support
Hal Yasa	Alameda Area Resident District Manager	Direct supervision of local team, business unit and performance
TBD	Solano County Food Service Director	Day to day operational supervision and support
TBD	Juvenile Hall Supervisor	Direct delivery of services under agreement

16. IMPLEMENTATION OF IN2WORK PROGRAM

- a) Program development – Contractor shall work with County to implement the program
- b) Curriculum – Contractor shall work with County to develop the curriculum
- c) Progress tracking/Certification – Contractor shall work with County to track progress of clients.

17. BUY AMERICAN

The County participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR 210.21(d) and 220.16(d). The Contractor must:

1. Submit certification statements for all processed agricultural products. The Food Service Management Company (Contractor) must provide written documentation to the County at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. Request County's approval prior to delivering a nondomestic agricultural commodity or product. If the Contractor cannot comply with #1 above, the Contractor must notify the County in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
 - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
 - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
 - c) A list of alternative domestic substitutes for the County to consider for delivery instead of the nondomestic agricultural product.

II. COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

- A. Place meal orders to include number of meals by meal type (i.e., regular, late, medical, religious, vegetarian or other special diet) to Contractor or designee by agreed upon cut-off deadlines.
- B. Notify Contractor of any medical diet needs resulting from a physician or nurse practitioner's orders.
- C. Notify Contractor of any special diet needs resulting from requests stemming from religious beliefs or dietary preference.
- D. Work with Contractor to plan holiday and event meal menus.
- E. Reheat the required number of late meals for distribution to any minors booked into the Juvenile Detention Facility after the dinner meal. Late meals should be stored and served in microwavable containers.
- F. Periodically review available listing for U.S.D.A. donated commodities.

- G. Work with Contractor to establish new and/or revise existing County policy and procedures related to County food service operations.
- H. Control facility security including but not limited to, admittance, access to and from secured areas, ensure the physical safety of persons within secured areas to include Contractor employees, suppliers and other authorized visitors.
- I. Provide Contractor employee with office space and furniture to include a desk, chair, adding machine, file cabinet, bookshelf, and wastebasket.
- J. Provide adequate resources for food service operations to include facilities and equipment.
- K. Facility personnel shall be responsible for retrieving serving trays and support equipment from the living areas and placing them at the delivery point.
- L. Coordinate with County's Environmental Health Department inspections of the kitchen and storage areas.
- M. Service checks and maintenance of fire extinguishers.
- N. Maintain operating condition of County facilities and equipment related to County food service operations. County will be responsible for:
 - a) Building repairs related to, but are not limited to, maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, wall and ceiling surfaces and floor coverings.
 - b) Equipment repairs related to maintenance of County-owned equipment used in the food service operation. At County's sole discretion, County may opt to purchase new or used replacement equipment when repair costs exceed anticipated benefits.
 - c) Service checks and maintenance of fire extinguishers.
 - d) Pest control services to include periodic building inspections, monthly preventive service, and on-call rodent extermination service.
- O. County shall be responsible for any utility expense related to food service operations.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. COMPENSATION

- A. Maximum compensation for food management and operational services **shall not exceed \$200,000**. Compensation shall include payment for services rendered in accordance with Exhibit A (Scope of Services) payable per the following scale:

Population Count	Price Per Meal	Price Per Snack
20-25	\$ 6.2500	\$ 2.1300
26-50	\$ 5.0350	\$ 1.7500
51-75	\$ 4.0318	\$ 1.3764
76-100	\$ 4.0000	\$ 1.3500

*The total number of meals served per week is divided by 21 in order to determine the price point on the sliding scale.

**Should the Population Count fall below 20, the price per meal shall be adjusted to an amount to be mutually agreed upon by the parties.

Compensation shall also include any applicable sales tax, less any credits for the fair market value of U.S.D.A. donated commodity usage and/or penalties.

- B. The price per meal indicated above shall apply to all meals, including medical, religious (excluding prepackaged meals), vegetarian (lacto-ovo) or other special diet meals and holiday or event meals. Religious prepackaged meals shall be provided at a price to be mutually agreed on in advance by the parties.

The price per meal stated in this Contract is firm for the annual period ending June 30, 2021. The contract price (which can include General Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home: San Francisco CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the County. CPI Fee increases for the upcoming Contract renewal year must be submitted to the County at least 30 days before the existing contract expires.

2. U.S.D.A. COMMODITIES

Contractor shall credit the invoices for the fair market value of U.S.D.A. donated commodities used, minus any shipping or handling charges incurred, when commodities are usable within the existing menu or are agreed upon as a menu substitution. Any U.S.D.A. donated commodities received for the purpose of menu enhancement shall not be credited back to the County. The value of commodities shall be the value set forth on the invoice, bill of lading, delivery receipt, or other similar document from the U.S.D.A. or distributing state agency. If no value is set, Contractor shall contact the U.S.D.A. or distributing state agency to obtain a written value estimate.

3. PENALTIES

3. For any instance where Contractor fails to provide the meals described in the Scope of Work, the County shall obtain the required meals from the most expedient source, and the Contractor shall be responsible for any and all charges, including consequential expenses incurred by the County for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.
4. Replacement meals may not exceed \$10.00 per meal/per person excluding sales tax, transportation, or/and other consequential expenses incurred by County.
5. County shall notify Contractor of any instance where Contractor has failed to adhere to the Scope of Work as specified in Exhibit A within five (5) days of failure. Contractor shall correct such agreed upon failure within fifteen (15) days to the County's satisfaction, and if Contractor does not correct failure, Contractor shall credit weekly invoice \$2,500 for each instance Contractor fails to adhere to scope of work as specified in Exhibit A.

4. SALES TAX

Contractor shall be responsible for timely payment of all applicable state and local sales taxes, on the County's behalf, to the California State Board of Equalization. Contractor shall provide County with a copy of sales tax form submitted within ten (10) days of submission. In the event of a change in the sales tax rate, the weekly invoice shall reflect the changed rate.

5. METHOD OF PAYMENT

Upon submission of a monthly invoice by Contractor, and upon approval of County's representative, County shall pay Contractor in arrears for services rendered the prior month, up to the maximum amount provided for in Section 1 above. Invoice shall include a company logo and contain the minimum information reflected in the sample invoice for claims in Attachment B-1. Contractor shall provide County with adequate documentation to supplement the monthly invoice, including but not limited to, meal count report, U.S.D.A. donated commodity invoices, and vendor purchase invoices. County shall endeavor to make payments within 30 days of receipt of invoice.

**** All special meals described herein in Section 13 of Scope of Work of this Contract.**

<div style="font-size: 24px; font-weight: bold; margin-top: 10px;">Company Logo</div>		<div style="font-size: 24px; font-weight: bold; margin-top: 10px;">INVOICE</div>	
Contracted food management services rendered for the month of July 1 through July 31, 201X.			
BILL TO:		REMIT PAYMENT TO:	
Solano County Probation Attn: Dean Farrah/Superintendent 740 Beck Avenue Fairfield, CA 94533			
Contract No.	Invoice Date	Invoice No.	Terms
			Net 30
Description		Number of Meals Prepared	Price per Meal
Food Services			\$
Sales Tax Liability		\$	
U.S.D.A. Commodity Usage – Fair Market Value (Credit)		(\$)	
Penalty (Credit)		(\$)	
Comments:			
Attachments:			
<input type="checkbox"/> Meal Count Report <input type="checkbox"/> U.S.D.A. Commodity Invoices <input type="checkbox"/> Vendor Purchase Invoices		BALANCE DUE	
		\$	

SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL REPRESENTATIONS

A. Staff Qualifications

- a. Are at least 21 years of age;
- b. Have completed and passed a County conducted pre-employment criminal background check, including being fingerprinted. At County's expense and choice of location, FSMC employees will be required to complete a live-scan criminal background check with both County and FSMC named as recipients of any updates;
- c. Have completed and passed a pre-employment physical; and
- d. Have no criminal convictions for serious and/or violent felonies as defined by Penal Code sections 1192.7 and 667.5 respectively, or misdemeanors involving violence or moral turpitude.

B. Certifications

FSMC represents that its staff and any subcontractors are in good standing with their respective licensing boards/associations.

C. Facility Rules and Regulations

FSMC represents that it has read and understands County policy and procedures related to the JDF, New Foundations and Challenge and agrees to abide by all applicable rules and regulations, including the Prison Rape Elimination Act that prohibits sexual misconduct. County will monitor Contractor's compliance.

2. CLEARANCE REQUIREMENTS

- A. Upon requesting entrance into the County facility or anytime they are within the security perimeter of the facility, FSMC personnel will be subject to search of their person and/or their personal belongings.
- B. While inside the facility, FSMC personnel must wear authorized identification badges that include a photo in a visible manner. Those who fail to display their ID badge may be denied access to the facility.
- C. FSMC staff that is suspected of being under the influence of alcoholic beverages or drugs will be denied access to the facility.
- D. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, drugs, or food items.
- E. Pursuant to Article 3, section 1320 of CA Title 15, Contractor personnel, who may be present at the facility, shall have such clearance and qualifications as may be required by law, and their presence at the facility shall be subject to the approval and control of the facility manager.

3. EMERGENCY AUTHORITY

In an emergency situation at the County facility, FSMC personnel on the premises will report to County staff for direction and follow instructions until at which time they are allowed to exit the facility grounds.

4. REPORT ACCIDENTS AND UNSAFE CONDITIONS

FSMC personnel shall report any accident or unsafe condition to County immediately as they become aware.

5. IMPROPER USE OF COUNTY FACILITIES AND EQUIPMENT

Without the express written consent of County, FSMC personnel shall not use County facilities and equipment for any purpose outside the scope of this Contract.

6. SPECIAL RESPONSIBILITIES OF CONTRACTOR

- (1) Provide an audit report, including a management letter, to County annually.

7. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit "C1".

8. CHILD/ADULT ABUSE

Contractor shall execute the form attached as Exhibit "C2".

9. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor shall execute the form attached as Exhibit "C3".

10. COMMUNICATIONS AND INTERPERSONAL RELATIONS POLICY

Contractor shall execute the form attached as Exhibit "C4".

11. CHANGES AND AMENDMENTS

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

12. CONFIDENTIAL RECORDS

Contractor acknowledges that any information generated, received or disseminated pursuant to its performance under this Contract is confidential and shall not be disclosed in any manner unless authorized by law. Furthermore, Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code sections applicable to the subject of this Contract, particularly, sections 827, 10850 and 11478.1 and will abide by its requirements.

EXHIBIT C-1
Drug Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME: **ARAMARK CORRECTIONAL SERVICES, LLC.**

The Contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, certify that I am duly authorized legally to bind the Contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

	11/16/2020
Contractor or Grant Recipient Signature	Date
David Lauria	
Official's Name (type or print)	
Regional Vice President	23-2778485
Title	Federal Tax ID Number

EXHIBIT C-2
Child Abuse

CHILD ABUSE REPORTING REQUIREMENTS

Section 11166 of the Penal Code requires any child care custodian, medical practitioner, nonmedical practitioner, or employee of a child protective agency who has knowledge of, or observes a child in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects, has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

I, the undersigned, have read and understand the requirements of Penal Code Section 11166 and will comply with its provisions.

I agree to report to my immediate supervisor any suspected child abuse situations of which I am aware and will report directly to the Child Protective Services as necessary.

Name: _____

Title: _____

Date: _____

HIPAA BUSINESS ASSOCIATE CERTIFICATION 45 C.F.R. Parts 160-164

ARAMARK CORRECTIONAL SERVICES, LLC

The Contractor or grant recipient (hereinafter "Contractor") named above hereby certifies compliance with the privacy standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the United States Department of Health and Human Services at 45 CFR. ("Code of Federal Regulations") Parts 160-164, to the extent relevant to Contractor with regard to the services contemplated in this Contract. Pursuant to HIPAA, Contractor has been found to be a Business Associate of the County of Solano. The privacy standards require the County to ensure that its Business Associates who receive or create confidential information in the course of providing services on behalf of the County comply with certain obligations regarding the confidentiality of protected health information ("PHI").

As a Business Associate of the County of Solano, the above named Contractor will:

1. Disclose or use PHI it creates for or receives from the County only:
 - (a) For functions and activities on the County's behalf;
 - (b) As authorized for Contractor's management, administrative or legal responsibilities as a Business Associate of the County. The uses and disclosures of PHI may not exceed the limitations applicable to the County;
 - (c) As required by law.
 - (d) To provide Data Aggregation services to the County as permitted by 45 CFR §164.504(e)(2)(i)(B).
 - (e) To report violations of law to appropriate Federal and State authorities, consistent with CFR §164.502(j)(1).
2. Not further disclose or use PHI except as specified in this Exhibit or as otherwise required by law.
3. Comply with 45 CFR Parts 160-164 as applicable to a "business associate" of a "covered entity," and with applicable state law that is not preempted by 45 CFR Part 160, Subpart B.
4. Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided in this Agreement, as required by law, or in compliance with Social Security Acts §1173(d) (42 U.S.C. §1320d-2(d)) and 45 CFR §164.530(c).
5. Require any agents, including subcontractors to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, to provide reasonable written assurance that subcontractor or agent will comply with the same restrictions

6. Comply with, and require each subcontractor or agent involved to comply with each applicable requirement of 45 CFR 1162, if subcontractor conducts in whole or in part Standard Transactions for or on behalf of the County.
7. At the request of the County, and in the time and manner designated by the County, Contractor shall provide access to PHI in a Designated Record Set to an Individual subject of the PHI, or to the County, to meet the requirements of 45 CFR §164.524.
8. Upon receipt of notice from County, promptly amend or permit the County access to amend any portion of protected health information in the designated record set which Contractor created for or received from the County so that the County may meet its amendment obligations under 45 CFR §164.526.
9. Document each disclosure it makes of PHI which Contractor created for or received from County and make available an accounting of such disclosures to the individual subject to the disclosure, or the County for inspection during regular business hours at its place of business so that County may meet its disclosure accounting obligations under 45 CFR §164.528.
10. Make its internal practices, books and records relating to its use and disclosure of the protected health information it creates for or receives from the County, available to the County and to the U.S. Department of Health and Human Services to determine compliance with 45 CFR Parts 160-164 or this Exhibit.
11. Request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure under 45 CFR §164.512(d)(3).
12. Report to the County, in writing, any use or disclosure of protected health information not permitted by this Exhibit, or otherwise in violation of the Privacy Rule (45 CFR Part 164), within five (12) business days of becoming aware of such use or disclosure pursuant to 45 CFR §164.504(e)(2)(ii)(C).
13. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI in violation of the requirements of this Agreement or HIPAA regulations.
14. Upon termination of this Agreement for any reason:
 - (a) Return all PHI received from the County, or created or received by Contractor in connection with work performed under this Contract required to be retained by the Privacy Rule.
 - (b) Return or destroy, at County's sole discretion, all other PHI received from the County, or created or received by Contractor on behalf of the County.
 - (c) Retain no copies of PHI, including PHI in possession of subcontractors or agents of Contractor.
 - (d) Provide the County notification of the conditions that make return or destruction not feasible, in the event that Contractor determines that returning or destroying the PHI is not feasible. If the County agrees that the return of the PHI is not feasible, Contractor shall extend the protections of this Agreement to such PHI and limit further use and disclosures of such PHI for so long as the Contractor or any of its agents or subcontractor maintains such PHI.

15. Agree to amend this Exhibit as necessary to comply with any newly enacted or issued state or federal law, rule, regulation or policy, or any judicial or administrative decision affecting the use or disclosure of PHI.
16. Retain records, minus any PHI required to be returned by Section 14, for a period of at least 7 years following termination of the Agreement. The determining date for retention of records shall be the last date of encounter, transaction, event, or creation of the record.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor or grant recipient to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.



Contractor or Grant Recipient Signature

11/16/2020

Date

David Lauria

Official's Name (type or print)

23-2778485

Federal Tax ID Number

Communications and Interpersonal Relations Policy

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall:

- ▶ Uphold all applicable County policies and procedures, including but not limited to, Sexual Harassment and Conflict of Interest;
- ▶ Respect the dignity of each person and refrain from profane, callous, or degrading remarks;
- ▶ Treat each person humanely;
- ▶ Maintain an ethical demeanor while fulfilling responsibilities in a professional manner;
- ▶ Maintain safe conditions;
- ▶ Dress in a conservative manner; and
- ▶ Notify County officials immediately of any known or suspected improprieties, including but not limited to, those actions identified below.

With respect to wards in custody and/or adult/juvenile program participants, contract workers and volunteers shall not:

- ▶ Prejudge their guilt or innocence;
- ▶ Deliver any message or article of a personal nature including, but not limited to, notes, letters, phone calls;
- ▶ Engage in improper behavior, including but not limited to, sexual encounters or exploitation, smuggling of contraband;
- ▶ Discuss personal and/or confidential County business;
- ▶ Loan or borrow money and/or personal articles;
- ▶ Purchase or sell personal articles;
- ▶ Accept or offer a gift or gratuity;
- ▶ Discuss reason for detention and/or other personal or legal matters;
- ▶ Criticize County policy, programs or staff;

CERTIFICATION

I have read and understand the above policy and agree to abide by the rules and conditions as set forth in this document.

Contract Employee or Volunteer Signature

Date

Name (type or print)

**ATTACHMENT 1
21-DAY CYCLE MENU**