



Request For Applications For The Elderly Nutrition Program

(Older Americans Act – Title IIIC Funds)

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RFA HS 09-01

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Aging and Adult Services (DAAS), hereinafter referred to as the "County," is seeking Applications from interested and qualified organizations and firms to operate Elderly Nutrition Programs throughout the County of San Bernardino under a fee for service agreement for the one year period of July 1, 2010 through June 30, 2011. The County may, but is not obligated to extend contract(s) for up to two additional one-year periods contingent on the availability of funds and Contractor performance. Anticipated funding for this program for Fiscal Year 2010/11 is approximately \$3,700,000. The number of contracts and amounts awarded will be determined by the quality of the applications received.

Elderly Nutrition Programs include Congregate Nutrition Services and Home Delivered Nutrition Services. At this time, the County is also seeking new and innovative ways to provide nutrition services to seniors; Applicants are invited to submit new ideas for consideration.

B. Minimum Applicant Requirements

Applicants must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services on a cost reimbursement basis and to ensure an adequate audit trail.
4. Demonstrate the ability to secure additional funding sources to supplement the grant funding allocated by the County for implementation of the Elderly Nutrition Program.
5. Meet other presentation, participation, and reporting requirements listed in this RFA.
6. Be of sound financial status.
7. Be in good standing with the Secretary of State of California.

C. Application Conferences

Applicants are encouraged to attend one of the two non-mandatory Application Conferences to be held at the following times, dates, and locations:

10:00 a.m., Tuesday, November 10, 2009

Department of Aging & Adult Services
686 East Mill Street
San Bernardino, CA 92415

10:00 a.m., Thursday, November 12, 2009

Department of Aging & Adult Services
17270 Bear Valley Road, Suite 108
Victorville, CA 92392

D. Correspondence

All correspondence, including applications, must be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFA HS 09-01)
150 South Lena Road
San Bernardino, CA 92415-0515

Contact: Sharon Alston
Phone: (909) 386-8145
Fax: (909) 387-2900
E-mail: salston@hss.sbcounty.gov

During the procurement timeline, the individual identified above is the sole contact point for any inquiries or information relating to this RFA. Only if authorized by the County's contact, may other County staff provide information. Any violation of this procedure may be grounds for disqualification of the application. It is the responsibility of the Applicant to ensure that the RFA responses arrive in a timely manner.

E. Question and Answer Period

All questions relating to this RFA must be submitted in writing via e-mail, fax or mail to the contact listed in Section I, Paragraph D. Questions should be clear and concise and include references to sections of the RFA when applicable. The deadline to submit questions is **4:00 p.m., Monday, November 23, 2009.**

Answers to written questions will be compiled into one document and posted as an Addendum on the following County website approximately one week following the deadline to submit questions:

www.sbcounty.gov/rfa/rfalist.htm

F. Request for Electronic Version of the RFA

An electronic version of the RFA can be requested at any time during the procurement timeline by submitting an e-mail with the subject line of "Request for RFA HS 09-01" to Sharon Alston at salston@hss.sbcounty.gov.

G. Application Submission Deadline

All applications must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Thursday, December 10, 2009. Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late applications will not be considered.

II. PROCUREMENT TIMELINE

Application Conferences	10:00 a.m. Tuesday, November 10, 2009 Or 10:00 a.m. Thursday, November 12, 2009
Deadline for submission of questions (All questions must be submitted in writing.)	4:00 p.m. Monday, November 23, 2009
Deadline for submission of applications	4:00 p.m. Thursday, December 10, 2009
Tentative date for mailing Award/Denial Letters	Monday, March 15, 2010
Tentative Deadline for protests	Thursday, March 25, 2010
Tentative date for awarding of Contract(s)	Thursday, April 15, 2010
Tentative Start Date for Contract(s)	July 1, 2010
Mandatory Post-Award Conference for all successful Applicants	To be scheduled following Contract award

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on Federal, State, and local funds (Title III Funds from the Older Americans Act, funds received from the Nutrition Services Incentive Program, and Realignment funds). This RFA does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the application that best meets the needs of the County.

The County reserves the right to accept or reject any or all applications if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all applications.

B. Modifications

The County has the right to issue addenda or amendments to this RFA. The County also reserves the right to terminate this application process at any time.

C. Application Submission

To be considered, all applications must be submitted in the manner set forth in this RFA. **It is the Applicants responsibility to ensure that its application arrives on or before the specified time.** All Applications and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the application process or in the administration of a resulting contract, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Applicant may be terminated from the RFA process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This procurement does not commit the County to pay any costs incurred in the preparation of an application in response to this request and Applicant agrees that all costs incurred in developing this application are the Applicant's responsibility.

F. Application Confidentiality

Applicants should be aware that application responses are subject to the California Public Records Act (Government Code Section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>]). If any Applicant's application contains trade secrets or other information, which is proprietary by law, the Applicant must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the application or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Applicant as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Applicant of the request. The Applicant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their application as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFA, no minimum or maximum number of services can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. **AAA** – Area Agency on Aging – In 1976, the State of California designated the County of San Bernardino as an Area Agency on Aging. As a result of this designation, DAAS receives funding from the California Department of Aging to administer the programs authorized by the Older Americans Act.
2. **ADL** – Activities of Daily Living
3. **Agency/Applicant/Firm/Organization/Vendor** – Used interchangeably throughout the RFA to denote any company that is interested in providing Elderly Nutrition Services.
4. **Cash Match** – Cash, other than project income, contributed to the project from local or state funds. Federal funds cannot be used as cash match.
5. **CCR** – California Code of Regulations
6. **CDA** – California Department of Aging
7. **CDSS MPP** – California Department of Social Services Manual of Policies and Procedures
8. **CFR** – Code of Federal Regulations
9. **Congregate Nutrition Services (C-1)** – Meals provided in a congregate setting for older individuals in an atmosphere that is pleasant and encourages socialization.
10. **Contract** – Agreement between County and Contractor, including the terms and conditions, scope of work, attachments, addendums, and amendments, if applicable.
11. **Contractor/Provider** – Refers to a company whose application results in a contract to provide Elderly Nutrition Services.
12. **CRFC** – California Retail Food Code; also commonly referred to as Cal-Code; replaced CURFFL (California Uniform Retail Food Facilities Law) on July 1, 2007.
13. **DAAS** – Refers to the San Bernardino County Department of Aging and Adult Services, which is a County department that provides service to seniors and at-risk adults to improve or maintain choice, independence, and quality of life.

DAAS works to ensure that seniors and adults with disabilities have the right to age in place in the least restrictive environment.

14. **Eligible Service Population** – Older Individuals (60 years of age or older), giving preference to those in greatest economic or social need with particular attention to low-income minority individuals.
15. **Equipment** – Tangible personal property with a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
16. **Fee For Service** – A specified price determined by a per unit cost for the delivery of a specified number of units.
17. **HACCP** – Hazard Analysis Critical Control Point
18. **Home Delivered Nutrition Services (C-2)** – Meals provided to older individuals who are homebound.
19. **HS** – Refers to San Bernardino County Human Services, which is a system of integrated services, where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
20. **In-Kind Match** – Refers to donated building space, volunteer time, donated equipment, etc. Cash contributions are not included as in-kind.
20. **Nutrition Services Incentive Program (NSIP)** – Refers to the United States Department of Agriculture's (USDA) cash allotment or commodity program. The purpose of NSIP is to provide incentives and reward effective performance in the efficient delivery of nutritious meals to older individuals. Funding is based on the number of meals served in the prior year and available appropriation.
21. **Nutrition Education** – informing recipients of congregate and home-delivered meals about current facts and information that will promote improved food selection, eating habits, nutrition, health promotion, and disease prevention practices.
22. **Older Americans Act (OAA)** – The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).
23. **Older Individual** – Individual who is 60 years of age or older
24. **OMB** – Office of Management and Budget (federal)
25. **Project Income** – Refers to the donations made by the participants in the program.
26. **Realignment Funds** – In 1991/1992, the State approved the Health and Welfare Realignment Program that involves a shift of program responsibilities from the State to the counties. This shift is funded through a corresponding shift of dedicated State Sales Tax and State Vehicle License Fee revenue passed through to the counties.
27. **RDA** – Recommend Dietary Allowance

28. **Request for Applications (RFA)** – The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is important, originality and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
29. **Service Area** – Defines a geographic area to be served under this program.
30. **SOC 341** – Form used to report a suspected incident of abuse of an elder or dependent adult required under Welfare and Institutions Codes Sections 15630 and 15686(a)(1).
31. **State** – State of California
32. **Subcontract** – To contract with a third party to perform all or part of the work included in this RFA and the resulting contract.
33. **Title III** – Grants for State and Community Programs on Aging
34. **USC** – United States Code
35. **USDA** – United States Department of Agriculture
36. **W & I Code** – California Welfare and Institutions Code

B. Reference Documents

Human Services has copies of the following materials available for review:

1. San Bernardino County Policy (11-10) – Recycled products
2. Title III Programs (Older Americans Act of 1965 (42 U.S.C. §§3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (Sections 7000 et seq.)
3. California Welfare and Institutions Code (Mello-Granlund Older Californians Act: W & I Code §§ 9000 et seq.; Confidential Information Provisions: W & I Code §10850; Mandatory & Non-mandatory Reports Elder Abuse: W & I Code §15630)
4. Administrative Guidelines and Cost Principles from the Office of Management and Budget (Federal) (OMB Circulars A-102 and A-133, 2 CFR 215, 225, and 230)
5. County of San Bernardino Three-Year Area Plan (includes Census data and Needs Assessment information)
6. AAA Client Intake Form
7. Elderly Nutrition Services Equipment Lists for present sites
8. Elderly Nutrition Services Vehicle Inventory

Copies of these materials, as well as the website links referenced in this RFA, are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

The County of San Bernardino (County), California, is the largest geographical county in the continental United States, encompassing over 20,000 square miles. It

borders Los Angeles, Riverside, Orange, Inyo, and Kern counties and the states of Arizona and Nevada. Because of its enormous size, diversity of population and geography, San Bernardino County presents some special problems when planning for services. Current population is over 1.7 million, the majority of which is located in the southwest portion of the County. The remainder lives in remote and sometimes isolated portions of the desert and mountain areas.

DAAS, under the umbrella of HS, offers a wide variety of programs designed to help seniors, and disabled and at-risk adults in the County. Services and programs include In-Home Supportive Services, Senior Information and Assistance, Multi-Purpose Senior Services Program, Linkages, Senior Employment, Elderly Nutrition Program, Family Caregiver Support Program, Long-Term Care Ombudsman Program, Senior Supportive Service, Adult Protective Services, and the Public Guardian.

On March 22, 1972, President Richard Nixon signed into law the Nutrition Program for the Elderly Act, establishing Elderly Nutrition Programs as part of the Older Americans Act. This legislation created the congregate and home-delivered nutrition programs, which provide nourishing meals, nutrition education and counseling, companionship, and long term care protection to older individuals and their spouses.

DAAS has operated Elderly Nutrition Programs in San Bernardino County for over 30 years. These services are currently contracted to eleven (11) organizations, who in FY 2008/09 collectively provided approximately 375,801 congregate meals to 7,922 older individuals at 42 nutrition sites, and 386,631 home-delivered meals to 2,823 older individuals throughout the County.

D. Program Description

1. Program Objective

Nutrition Services is a core program that enables seniors to remain independent and at home for as long as possible. It fosters aging in place and promotes choice and quality of life. The objective of the Elderly Nutrition Program is to provide meals to older individuals in the County.

a. There are currently two methods of providing meals under this program:

- 1) Congregate Nutrition Services: Provide meals in a congregate setting in an atmosphere that is pleasant and encourages socialization.
- 2) Home Delivered Nutrition Services: Provide home delivered meals to older individuals who are homebound.

b. Pilot Program

In addition to the required Congregate and Home Delivered Nutrition Services described herein, DAAS is asking Applicants to propose new and innovative ways to provide nutrition services to older individuals with the goal of providing services to more older individuals by offering choices in service and targeting a broader senior demographic.

Applicants may apply for Congregate and Home Delivered Nutrition Services, as well as new and innovative service delivery methods, in the same application.

2. Program Requirements

Contractors are required to comply with Section IV, Paragraph D, Program Description, and Scope of Work, Attachment A, and must address these standards in their Applications.

3. Performance Standards

All Contractors must maintain performance standards set for quality and quantity of service. Performance standards refer to client satisfaction with services delivered, and achievement of the contracted number of meals.

4. Participant Eligibility & Targeting of Services

Nutrition services must be made available to all older individuals with emphasis on those with the greatest economic and social needs, and those residing in rural areas. Sites can be located in other service areas where demographic census information and DAAS needs assessments show concentrations of persons having these characteristics.

5. Program Considerations

The Applicant must have the ability to:

- a. Implement the proposed program and begin operations with a minimum of 60 days of operating capital. (The County pays in arrears, so it is necessary for Providers to carry the cost of operating the program for at least 60 days.)
- b. Provide administrative procedures for the proposed program, including, but not limited to:
 - 1) Personnel Policies and Procedures
 - 2) Emergency Preparedness Plan
 - 3) Accounting procedures that meet governmental accounting standards
 - 4) Internal monitoring procedures and evaluation criteria
 - 5) Audit resolution procedures
 - 6) Ensure all programs or services provided with these funds are coordinated with other services provided by DAAS and community agencies
 - 7) Comply with federal regulations governing the Older Americans Act of 1965, as amended, the Mello-Granlund Older Californians Act (Welfare and Institutions Code Sections 9000 et seq.), the California Department of Aging Title III Manual, and the PSA 20 Nutrition Policies and Procedures Manual.
 - 8) Enter into a Contract containing standard clauses for performance levels and providing for sanctions if performance falls below a specified level.
 - 9) Provide 11.11% match of the total federal share of funding.

- 10) Obtain and maintain indemnification and insurance as defined in Section V, Paragraph B, Indemnification and Insurance Requirements.
- 11) Other Funding Sources: It is suggested that Contractors seek other funding sources to obtain additional funding for the program, e.g., fundraising, donations, other grants, etc.

6. Reporting Requirements

- a. The following reports are to be completed and submitted to DAAS by the 5th working day of the month following the month of service.

Providers that have 500 or more clients per year will not submit Client Intake Sheets to DAAS. They will enter this data into an Internet based client tracking system. They will also be responsible for printing their own meal rosters from the tracking system, and entering service units onto client records. (See Mandatory Use of Computerized Client Tracking System, Section IV, Paragraph D, Item 6a6.)

Providers that have less than 500 clients per year will be required to submit completed Client Intake Sheets and Meal Rosters to DAAS, who will enter the client data into the computerized tracking system.

- 1) Monthly Invoice (separate pages for Congregate and Home-Delivered services)
- 2) Nutrition Education Monthly Service Unit Report

The Nutrition Education Monthly Service Unit Report is a tool that is used to report the number of nutrition education service units a provider provides in a month.

- 3) DAAS NAPIS Client Intake Sheets

DAAS is required to adhere to the National Aging Program Information System (NAPIS) data collection requirements by collecting and reporting specified data for all clients that receive Home Delivered and Congregate Meals.

Contractors will minimally be required to collect client information, such as name, date of birth, gender, zip code, activities of daily living, etc. This information is required to comply with State mandates.

- 4) Meal Rosters

The Meal Roster is a tool that is used to account for all clients receiving a meal, per nutrition site. This includes Home Delivered and Congregate meal clients. Meal Rosters for each nutrition site are printed from the computerized client tracking system, SAMS, and are delivered to Contractors by the 1st of each month.

Contractors shall record the number of meals (or “service units”) served per client on the Roster next to each client’s name. The

“service units” are then entered into SAMS for all clients receiving meals.

- 5) Mandatory Use of Computerized Client Tracking System, SAMS:
All Nutrition Contractors that provide services to 500 or more clients per year are required to utilize and maintain an Internet based client-tracking system provided by DAAS. The Contractor will be required to purchase licensing for the system as described in Section IV, Paragraph D, Item 6b1, Licensing.

b. Computer System Requirements

Nutrition Contractors who are required to maintain client data via SAMS must consider the following items when preparing applications:

1) Licensing

Each Nutrition Contractor that serves 500 or more clients per year must purchase a SAMS license through DAAS. The current annual cost breakdown of this license (which may be subject to change as licensing fees change) is as follows:

a) Tier-2 (Serving 501 – 3000 clients per year):

- License (1st Year) - \$770
 - o Includes 2 SAMS User ID's
- License Renewal (After 1st Year) - \$550
 - o Includes 2 SAMS User ID's
- Agingnetwork.com User ID (1st Year) - \$776 per user
- Agingnetwork.com User ID Renewal (After 1st Year) - \$396 per user

b) Tier-3 (Serving 3001 – 10,000 clients per year):

- License (1st Year) – \$1320
 - o Includes 2 SAMS User ID's
- License Renewal (After 1st Year) - \$990
 - o Includes 2 SAMS User ID's
- Agingnetwork.com User ID (1st Year) - \$776 per user
- Agingnetwork.com User ID Renewal (After 1st Year) - \$396 per user

2) Staffing

- a) Each project must have a staff member who is responsible for maintaining SAMS, including:
- Updating database with new clients

- Adding service units to clients records and Rosters
 - Printing and distributing Rosters to sites
 - Creating and maintaining Routes (optional)
- b) To determine the number of staff and time needed to maintain clients, multiply the number of clients normally served times seven (7) minutes. This is the approximate amount of time per year that will be spent on data entry for each client entered into the system.

For instance, if 800 clients are served, the calculation would be as follows:

- 800 clients X 7 minutes = 5,600 minutes per year
 - 5,600 minutes / 60 min per hour = 93.33 hours per year
 - 93.33 hrs / 8hrs per day = 11.67 days per year
 - 11.67 days / 12 months per year = approximately 1 day per month
 - For Home Delivered Nutrition Services Contractors, factor in an additional two hours per month to print Routes and Rosters.
- 3) Hardware and Associated Computer needs:
- a) Minimal system requirements:
- Microsoft Windows 2000/2003/XP
 - 256 MB available memory
 - 400 MHz Pentium III class processor or better
 - Display resolution of 800x600 or higher
 - Microsoft ® Internet Explorer 6.0 or higher with 128-bit encryption
 - SAMS version 1.10 or higher (for those required to maintain client data via SAMS)
 - Printer (for Rosters, Meal Routes and Reports)
 - Internet access
- b) Contractor is responsible for obtaining and maintaining an Internet Service Provider.

7. Geographic areas to be served:

- a. The following table designates the service areas included in this RFA:

Colorado River	Needles, Havasu, Big River and surrounding areas
----------------	--

North Desert	Barstow, Newberry Springs, Trona, Baker and surrounding areas
Morongo Basin	Joshua Tree, Landers, Morongo Valley, Wonder Valley, Yucca Valley, Twenty-Nine Palms and surrounding areas
Victor Valley	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville and surrounding areas
Mountains	Crestline, Running Springs, Lake Arrowhead, Big Bear, Twin Peaks and surrounding areas
East Valley	Rialto, Bloomington, Fontana, Colton, Redlands, Yucaipa, San Bernardino City, Loma Linda, Lytle Creek, Highland and surrounding areas
West Valley	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland and surrounding areas

b. Applicants may apply to serve one or more portions in one or more service areas, any combination of areas, or all areas.

V. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this procurement may include the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the application or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified Proposer.

6. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the Client Complaint and Grievance Procedures for Older Americans Act Programs (Attachment B), and ensure that any complaints by clients are referred to the County in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client or potential client, complaints relating to this program. The procedure must be in writing and posted in clear view of all recipients.

7. Confidentiality

Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet

access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.

Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.

All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

- b. The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

8. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

9. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to DAAS immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to DAAS within five (5) business days of the date the incident was detected.

10. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

- 11. Any Contractor who provides congregate and home delivered meals shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a

license from the State of California is sufficient proof. County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

12. Adult Abuse Reporting Law

Contractor must comply with all applicable provisions of Welfare and Institutions Code, Sections 15630 and 15658(a)(1) [<http://www.leginfo.ca.gov/calaw.html>]. Reports of suspected incidents of abuse of an elder or dependent adult must be documented on a State-approved form (i.e. SOC 341) [http://www.dss.cahwnet.gov/cdssweb/On-lineFor_298.htm].

13. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) [<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>].

14. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

15. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act (42 USC 7606)]
- b. Section 508 of the Clean Water Act (33 USC 1368) [<http://www4.law.cornell.edu/uscode/html/uscode33>]
- c. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.) [<http://uscode.house.gov/search/criteria.shtml>]
- d. Environmental Protection Agency Regulations (40 CFR, Part 32 and Executive Order 11738) [<http://www4.law.cornell.edu/cfr>]

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations) [<http://www.oal.ca.gov/>].

16. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76

[<http://www4.law.cornell.edu/cfr>]:

- a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this Application I been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
 - 4) Have not within a three-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default; and
- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the Application.

17. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino or within a reasonable driving distance.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars [\[http://www.whitehouse.gov/omb/circulars/\]](http://www.whitehouse.gov/omb/circulars/), which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

18. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing sent by fax, and by telephone to the County.

19. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

20. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

21. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

22. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

23. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for application and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

24. Electronic Fund Transfer

The County requires utilizing direct deposit for vendor payments. Direct deposits allow the County to, with the vendor's approval, directly deposit funds

to the vendor's checking account via electronic fund transfer (EFT). Details and forms regarding EFT payments will be provided upon contract award.

25. Fraud and Abuse

Contractor will report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractors, and maintain any records, documents or other evidence of fraud and abuse until notified by the County.

26. Use of Federal Funds

If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall certify to the best of his or her knowledge and belief that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor also agrees to indemnify, defend, and save harmless the County, its officers, agents, and employees from any and all claims and losses, including any costs or expenses incurred by the County, accruing or resulting to any contractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this Contract, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under the Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000). If Contractor provides transportation to one or more clients at any time, the automotive liability insurance policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).
 - c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate, or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
3. Additional Named Insured
All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of County contracted services.
4. Waiver of Subrogation Rights
Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
5. Policies Primary and Non-Contributory
All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
6. Proof of Coverage
Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage above required, including endorsements, prior to the commencement of performance of County contracted services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of the Contract, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver is for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250

<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>], Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>] (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000) [<http://www.leginfo.ca.gov/calaw.html>], the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, Proposer for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS Contracts Unit will supply a sample of the Plan format. The Contractor will be monitored by HS Contracts Unit staff for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or

members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for applications being deemed non-responsive and will not be considered with the other applicants.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFA.

The County, by written notice, may immediately reject any application or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the Application and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Applicant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the application or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>] and the following. Applications may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this application response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Application in order to facilitate eventual public inspection of the non-confidential portion of the Application.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. APPLICATION SUBMISSION

A. General

1. All interested and qualified Applicants are invited to submit an application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFA, to include all appendices, attachments,

exhibits, schedules, and addendum (as applicable), and agrees that all requirements of this RFA have been satisfied.

This RFA includes Congregate Nutrition Services, Home Delivered Nutrition Services, and/or new ideas to provide nutrition services to seniors. Applicants may apply for one or more types of nutrition services in one application package.

2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.
3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.
4. **Applications must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph G – Application Submission Deadline.**
5. All applications and materials submitted become the property of the County.

B. Application Presentation

1. An original, which may be bound, and five unbound copies of the written application are required. The original copy must be clearly marked "Master Copy". If one copy of the application is not clearly marked "Master Copy," the application may be rejected. However, the County may at its sole option select, immediately after application opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the application, the Application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Applicant's name and **"CONFIDENTIAL – Elderly Nutrition Services – RFA HS 09-01."**
3. All applications must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Applications must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Application Format

Response to this RFA must be in the form of an application package using **Attachment C, Application for Project Award for the Elderly Nutrition Program**, and must include:

1. Completed Application for the Elderly Nutrition Program (Older Americans Act, Title IIIC Funds), signed by a duly authorized officer, employee, or agent of the organization – which includes:
 - a. Agency Information
 - b. Program Description
 - c. Budgetary Information
 - d. List of Assurances
2. Audited Financial Statements

Submit audited financial statements for the past three fiscal years; the most recent statements should be for the fiscal year ending within the past 18 months. The statements shall be audited by an independent Certified Public Accountant (CPA). If the audit is of a parent firm, the parent firm must be included as a party to the Contract. Governmental agencies are exempt from this requirement.

If the business has been in existence for less than three years, provide the most recent audited financial statements. These statements shall be audited by an independent CPA.

Submit an unaudited financial statement to cover the period from the last audited statements to present, ending no more than 120 days prior to the date of submission of this Application.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFA.

Submit an agreement authorizing the County, State and federal governments to audit the prospective Contractor's financial and other records.

XII. APPLICATION EVALUATION AND SELECTION

A. Evaluation Process

All applications will be subject to a standard review process developed by the County. This review process will be based on individual services provided per geographic region. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All applications will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The application must be complete, in the required format, and be in compliance with all the requirements of this RFA.

- b. Proposers must meet the requirements as stated in the Minimum Application Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the application.

2. Evaluation – Applications meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Cost
 - b. Program Description
 - c. Relevant Experience
 - d. Administrative Capability
 - e. Financial Capability
 - f. Ability to secure additional sources of funding
 - g. Geographic area(s) to be served

While cost is a major consideration in the evaluation process, selection will be based on the determination of which application will best meet the needs of the County and the requirements of this RFA.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of applications received.

The contents of the application of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Applicants may protest the recommended award, provided the protest is in writing, contains the RFA number, is delivered to the address listed in Section I, Paragraph D of this RFA, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFA or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 [<http://www.leginfo.ca.gov/calaw.html>] et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Applicant within fourteen (14)

calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

**San Bernardino County
Elderly Nutrition Program
Scope of Work**

This Scope of Work contains the measurable objectives mandated by the Department of Aging and Adult Services (DAAS) and the California Department of Aging (CDA) required of the Elderly Nutrition Program (ENP) Provider. The Scope of Work specifies and establishes monthly, quarterly, and annual time frames and constitutes the primary document for on-going monitoring and annual Program and Fiscal monitoring. It will be used to measure the Provider's efforts towards providing quality nutrition services.

Contractor: _____

Region: _____

Service Area: _____

I. Program Description:

A. Purpose – The purpose of the ENP is to provide nutrition services as described in the Older Americans Act (OAA) of 1965, as amended, and to assist older individuals in California to live independently, by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition-related supportive services.

B. Definition – Nutrition Services means the procurement, preparation, transport, and service of meals, nutrition education, nutrition screening, and nutrition counseling, to eligible individuals at congregate sites or in their homes.

C. Goals – to maintain or improve the physical, psychological, and social well being of older individuals, by providing or securing appropriate nutrition services.

D. Objectives:

1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRI's) and are safe and of good quality.
3. Promote and maintain high food safety and sanitation standards.
4. Promote good health behaviors through nutrition education and nutrition screening of participants.
5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

E. Target Population – The ENP Provider shall target individuals who are sixty (60) years of age or older, minorities, low income and living in rural areas of the County of San Bernardino.

II. Eligibility for Nutrition Services:

A. Congregate Meals – Individuals eligible to receive a meal at a congregate nutrition site are:

1. Any older individual.
2. The spouse of any older individual.
3. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
4. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

B. Volunteer Meals:

1. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.

C. Home-Delivered Meals – Individuals eligible to receive a home-delivered meal are:

1. Any older individual who is frail, as defined below, and homebound by reason of illness, disability, or isolation:
 - a) “Frail” means that an older individual is determined to be functionally impaired because the individual either:
 - (1) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
 - (2) Due to a cognitive or other mental impairment, requires substantial supervision because the older individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
2. A spouse of a person in sub-section (C)(1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
3. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
4. Priority shall be given to older individuals in sub-section (C)(1) above.

III. Requirements for Nutrition Services:

A. Congregate Meals:

1. Each Congregate Meal Provider shall:
 - a) Include procedures for obtain the views of participants about the services received.
 - b) Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
 - c) Ensure each Congregate Meal participant completes sections I and IV of the Client Intake Sheet (provided by DAAS) on the first day of service and annually thereafter.
 - d) Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.
2. Each Congregate Meal site shall meet all of the following:
 - a) Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that ENP activities are taking place.
 - b) Have restrooms, lighting, and ventilation, which meet the requirements of CRFCL.
 - c) Have equipment, including tables and chairs that are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.

B. Home-Delivered Meals:

1. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant.

- a) An initial determination of eligibility may be accomplished by telephone. This initial contact with the participant shall include completion of sections I, II, III, and IV of the Client Intake Sheet (provided by DAAS).
 - b) A written assessment shall be done in the home within two (2) weeks of beginning meal service, and shall include an assessment of the type of meal appropriate for the participant in their living environment.
 - c) An older individual eligible for receiving home-delivered meals shall be assessed for need of nutrition-related supportive services, and referred as necessary.
 - d) Re-assessment of need shall be determined quarterly. Such re-assessment shall be done in the home of the participant at least every other quarter. Each quarter's re-assessment shall include completion of sections I, II, III, and IV of the Client Intake Sheet (provided by DAAS).
- 2. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
 - 3. Establish a waiting list for home-delivered meals whenever the home-delivered meal providers are unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on greatest need and-or in accordance with policy established by the home-delivered meal provider, in consultation with DAAS.
 - 4. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
 - 5. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.

IV. Program Outcomes:

A. Total Number of Meals to be Served: **

- 1. A minimum of 95% of the total number of meals is to be provided. The Director of DAAS must approve requests to serve less than 95% of the total number of meals to be provided. All such requests must be in writing.

Program: C-1 (Congregate Meals)	Program C-2 (Home-Delivered Meals)
# of Days of Service:	# of Days of Service:
Number of Meals:	Number of Meals:
Sites to be Served:	Sites to be Served:

V. Staffing:

A. Manager or Director:

- 1. The ENP provider shall have a manager on staff who shall conduct the day-to-day management and administrative functions of the ENP, and either have (1), (2), or (3):
 - a) Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor, or,
 - b) Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within twelve (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at a college level. Prior to completion of meeting the hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian, or,

- c) Two years experience managing food services. Such experience shall be verified and approved by a registered dietitian prior to hire.
 2. The ENP Provider shall maintain documentation on file of the qualifications of the Program Manager or staff.
 3. If the Provider has more than one site, the Manager/Director shall monitor the sites on a bi-monthly basis. The bi-monthly visit shall be for the purpose of monitoring the food service practices of the employees and the implementation of the program requirements at the site level. Documentation of each visit shall be maintained on file for DAAS review.
- B. Personnel – Paid Staff/Volunteers:
1. There shall be sufficient qualified paid staff or volunteer staff with the appropriate education and experience to carry out the requirements of the ENP. The total number of staff should be based on the method and level of services provided and size of the service area.
 2. Contractor is encouraged to hire multi-lingual/multi-cultural staff to increase low-income and ethnic minority program participation in accordance with federal mandates.
 3. Contractor shall recruit for vacant positions in an open and competitive application process free of discriminatory questions. Written job descriptions for all paid and volunteer staff shall be maintained.
 4. Contractor shall complete a written work performance evaluation on all paid and volunteer staff at least annually.
 5. All staff, paid and volunteer, that will be handling food must be in possession of a current Food Handlers Card.
 6. Volunteers shall be recruited and used in any phase of the program operation where qualified.
 7. Volunteers shall be screened and selected through a formal process that assesses their capabilities.
 8. Volunteers shall receive the same training as paid staff.
 9. Volunteers that are paid through other job training programs are not considered volunteers and must be paid the agreed upon rate charged for regular paid staff.
 10. The ENP Provider shall maintain a written Volunteer Policy that describes how volunteers are recruited, screened, what topics they are taught at orientation, and how often their performance is evaluated.
- C. Registered Dietitian:
1. Each ENP Provider shall establish and administer nutrition services with the advice of a Registered Dietitian in accordance with Section 339 of the OAA, and follow the general requirements in Title 22, Division 1.8, Section 7500.
 2. The Registered Dietitian will provide the following activities to meet the mandated requirements:
 - a) At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
 - b) Review and approve the content of staff training prior to presentation.
 - c) Develop, or review and approve the cycle menus.
 - d) Provide input, review, and approve the Nutrition Education Plan prior to presentation.
 - e) Provide technical support and assistance as needed.

VI. Staff Training Activities:

- A. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the ENP Provider, as required in Title 22, Division 1.8, Section 7636.7(c).
- B. The Provider's Registered Dietitian shall review and approve the content of the Plan prior to presentation.
- C. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- D. A copy of the Staff Training Plan that has been approved by the Provider's Registered Dietitian must be submitted to DAAS by September 1st of the FY it is being provided in. The DAAS Registered Dietitian will review and approve the Staff Training Plan and return it to the Provider. The DAAS approved Staff Training Plan must be kept on file.
- E. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
- F. Training sessions shall be evaluated by those receiving the training.
- G. The ENP Provider shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
- H. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training, at a minimum, shall include:
 - 1. Food safety, prevention of food borne illness, and HACCP principles.
 - 2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
 - 3. Elder Abuse Law and reporting procedures.

VII. Senior Participants:

- A. Satisfaction Survey:
 - 1. The ENP Provider shall conduct a Client Satisfaction Survey at least annually. The Survey instrument must be approved by DAAS prior to its use, and all findings from the Survey must be used to improve services. The Provider must keep the completed Surveys and the tabulated results on file. A copy of the tabulated results must be submitted to DAAS by March 3rd of the FY it is being conducted for.
- B. Complaint Procedures:
 - 1. Each Provider shall have a written Complaint Procedure.
 - 2. The Complaint Procedure will be available for the participants and will provide them the opportunity to provide positive as well as negative feedback to the Program Manager.
 - 3. The Provider shall have an assessment tool readily accessible for the seniors attending the congregate site or receiving a home-delivered meal.
- C. Nutrition Education Services for Participants:
 - 1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
 - a) Nutrition Education for congregate sites is defined as demonstrations, presentation, lectures or small group discussions, all of which may be augmented with printed materials.
 - b) Nutrition Education for home-delivered meal participants may consist solely of printed material that is in conjunction with a congregate meal Nutrition Education presentation.

2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants. An annual Needs Assessment shall be performed by the ENP Provider to make this determination.
3. The Nutrition Education Plan and annual Needs Assessment must be submitted to DAAS by September 1st of the FY it is being provided in.
4. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

Nutrition Education Units of Service:

Program: C-1 (Congregate Meals)	Program: C-2 (Home-Delivered Meals)
# of Units to be Provided:	# of Units to be Provided:
# of Sites to be Presented at:	# of Participants to be Presented to:

VIII. Menu Planning Guidelines/Menu Requirements:

- A. A minimum of a 3-month cycle shall be planned and submitted to DAAS.
- B. Menu cycles shall include the availability of seasonal foods.
- C. Health, cultural, ethnic and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.
- D. The menu cycle shall be approved by the Provider's Registered Dietitian and upon approval forwarded to the DAAS Registered Dietitian for certification. Menus shall be submitted to the DAAS Registered Dietitian forty-five (45) days prior to the menu start date. Allow thirty (30) days for the menu certification process. Menus will be returned to the Provider at least fifteen (15) days prior to the menu start date. ENP Providers are required to have menus certified prior to the menu start date. All signatures on the menu shall be original signatures.
- E. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
- F. Copies of the menus shall be made available to the participants upon request.
- G. When planning the menus, the California Daily Food Guide and the Dietary Guidelines for Americans (DGA) are to be considered. Menus shall conform to the following criteria referenced in the sources:
 1. Provide an average of 550-750 calories per meal.
 2. Limit total fat to no more than 25-30% of the calories averaged for the week.
 3. Choose and prepare foods with low amounts of salt, soy sauce and other high sodium items.
 4. Include good sources of dietary fiber such as whole grains and cooked dry beans at least four times a week.
 5. Include a variety of foods and preparation methods with consideration to color, combinations, texture, size, shape, taste, and preference of the participants served.
 6. Dietary Reference Intake Values:
 1. Table one (1) represents the most current Dietary Reference Intakes (DRI) values and daily compliance range for target nutrients. The values provided are based on the U.S. Department of Agriculture (USDA) Food Guide

calculated for one (1) meal for a woman over seventy (70) years of age whose activity level is sedentary. This example represents a majority of the older adult population served by the ENP statewide.

a. The nutrients selected for this Table are based on the target nutrients to:

- i. Promote health and prevent disease
- ii. Prevent deficiencies
- iii. Indicate diet quality
- iv. Manage disease

Table 1
Target Nutrients

Nutrient	Target Value * per meal	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550 – 700 Kcal
Protein	14 gm	14 gm (in the entrée)
Fat (% of total calories)	30%	<35% weekly average
Vitamin A (ug)	250 ug	> 250 ug 3 out of 5 days /wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (mg)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug **
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	140 mg	>140 mg
Zinc (mg) **	2.6 mg	>2.6 mg **
Sodium (mg)	<800 mg	<1,200 mg (over 1,000 mg place an icon on the menu)
Fiber (gm)	>7 gm	>7 gm
Potassium (gm) **	1565 mg	1565 mg **
Vitamin D	200 IU	200 IU
Vitamin E **	5 IU	Provide education **

*Target Value: This value represents one-third of the DRI for a 1600 calorie range. The 1600 calorie range was chosen based on the requirements for a 70-year-old sedentary female. If a majority of the senior population served by the AAA ENP Program differs from the above example, use your ENP predominate demographic characteristics to calculate target nutrient values.

** If these elements are not provided to the level noted as a weekly average, the Program must educate the participants on how to obtain these elements.

NOTE: Fortified foods should be used to meet vitamin B12 needs.

Recommended sodium content was liberalized based on the information from the Mathematical study data which indicated that, for many participants, the ENP meal provides 40-50 percent of the participants' daily intake.

7. Component Meal Pattern Requirements:

1. The California 1600-calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using computerized nutrient analysis.
2. The ENP Provider has the discretion to allow occasional flexibility in planning meals that may not meet the meal pattern, but does meet the nutrient value requirements. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.
3. Items that provide the following target nutrients should be identified on the menu when using a component meal pattern template:
 - a. Vitamin C – Provide one-third (1/3) of the DRI for vitamin C each meal – 25 mg (for a 1600-calorie menu).
 - b. Vitamin A – Provide one-third (1/3) of the DRI for vitamin A at least three (3) times per week, 250 µg (for a 1600-calorie menu).
 - c. Sodium – meals that contain over 1,000 mg of sodium must be noted on the menu as a high sodium meal.
4. Table two (2) describes the elements in the California 1600-calorie meal pattern. Serving sizes are based on the USDA Food Guide Pyramid. This sample component meal pattern does not assure that meals meet one-third (1/3) of the DRI's and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in vitamins E, B12, and Zinc, requiring additional nutrition education for participants on the selection of foods that are good sources of these nutrients.
 - a. The meal pattern in Table two (2) below is based on the minimum requirements for a sedentary female 70 years of age. If the majority of the population served by a provider falls within another requirement range (i.e. active 60 year old men), the serving sizes and minimum number of servings required can be adjusted to meet the service population. ENP Providers should verify the population served and develop menu criteria accordingly.

Table 2
California 1600 Calorie per Day Component Meal Pattern
Minimum Recommended Elements

Food Group	Required servings for 550 calories per meal	Serving sizes for 1600 calorie level
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving

Fruit	1 serving	½ cup = 1 serving
Bread or Grain At least ½ whole grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Low-fat milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

(1) The number of servings per meal estimates provision of one-third of the DRIs.

(2) Caloric value (1,600 Kcal/day) based on a 70-year-old female, "sedentary" physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the DGA 2005.

H. Meal Components – required for both computerized and component menus:

1. Protein – meat, fish, poultry, legumes, eggs, and cheese:
 - a) A minimum of 2.0 ounces of cooked, edible portions of meat, fish, poultry, legumes, eggs, cheese, (or a combination thereof) providing at least 14 grams of protein. Programs should consider the preferences of the participants they serve.
 - b) Legumes should not be counted as both vegetable and protein. ENP Providers may use other protein sources to provide the occasional vegetarian meal.
2. Vegetables (1-2 ½ cup servings):
 - a) Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.
 - b) Raw leafy vegetables (salads) should equal 1-cup if they are to be considered a serving.
3. Fruit (1 serving):
 - a) A serving of fruit equals:
 - (1) 1 medium sized whole fruit
 - (2) ½ cup fresh, chopped, cooked, frozen, or canned drained fruit
 - (3) ½ cup 100% fruit juice
 - b) Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar. Fruit packed in high sugar content syrup may be rinsed before using.
4. Breads/Grains (1 ounce equivalent serving):
 - a) One-half of the daily intake of grains should be from whole grains. Grains that are processed (not whole) must be fortified.
5. Milk (8 fl. oz.):
 - a) Each meal shall contain eight (8) fluid ounces of fortified skim, low fat, or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu (however, an equivalent substitute must be used).
6. Fat (Optional):
 - a) Each meal may contain fat components to increase the palatability and acceptability of the meal.
 - b) When selecting and preparing meat, poultry, dry beans, and milk or milk products, make choices that are lean, low fat, or fat free.

- c) Consume less than 10% of calories from saturated fatty acids and less than 300 mg/day of cholesterol, and keep trans fatty acid consumption as low as possible.
- d) Keep total fat intake between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids such as fish, nuts, and vegetable oils.

7. Dessert (Optional):

- a) Dessert may be provided as an option to satisfy the caloric requirements or for additional nutrients. Use fruit as a dessert as often as possible and limit sweets. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements. Desserts that are low in fat and/or low in sugar are encouraged.
- b) When a dessert contains $\frac{1}{2}$ cup of fruit per serving, it may be counted as a serving of fruit.
- c) When a dessert contains the equivalent of 1 serving (1 ounce) starches/grains per serving, it may be counted as a serving of starches/grains (example: rice pudding or oatmeal cookie).
- d) When a dessert contains the equivalent of $\frac{1}{2}$ cup of milk per serving, it may be counted as $\frac{1}{2}$ serving of milk.

8. Condiments and Product Substitutes:

- a) Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but should not be counted as fulfilling any part of the nutritive requirements.
- b) Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.

9. Sodium:

- a) The commitment to reduce sodium in the meals stems from the fact that nutrition-related chronic diseases remain the primary cause of death among people aged 65 and older. California has a diverse population, and the ENPs in the State provide culturally appropriate meals for many ethnicities. Asian meals traditionally have higher sodium levels. Programs that choose to provide culturally appropriate meals, but are concerned with the sodium content of the meals, may consider:
 - (1) Using low sodium soy sauce or diluting soy sauce with water to produce low sodium soy sauce;
 - (2) Offering soy sauce as a condiment to be added by the senior;
 - (3) Providing Nutrition Education on sodium;
 - (4) Continuing to work with the sodium levels of meals, making small steps to reduce the risk of developing kidney stones, and possibly decrease bone loss with age;
 - (5) Not providing potassium chloride salt substitutes;
 - (6) Noting meals that have more than 1000 mg of sodium on the menu as such: “This meal contains more than 1000 mg of sodium,” or using an icon denoting a high sodium meal; and
 - (7) Using low sodium versions of high sodium foods when available and feasible with budget allowances.

I. Meal Component/Nutrient Analysis:

1. A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be done to ensure compliance with Title 22, Division 1.8, Section 7638.5.

a) Computerized Nutrient Analysis Requirements

(1) Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, providers are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may **not** be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. ENP Providers should focus on:

- (a) Vitamin A
- (b) Vitamin C
- (c) Protein
- (d) Fat
- (e) Sodium
- (f) Fiber

(2) Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.

(3) The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12, calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one-third of the DRIs, the menus should also follow the DGA.

IX. Food Procurement:

- A. Food procurement procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
- C. To the extent possible, providers are encouraged to participate in group food purchasing.
- D. A comparative cost analysis shall be performed either by the ENP Provider or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

X. Food Storage:

- A. Food storage procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Adequate and suitable space free from vermin, dirt, and contamination or adulteration shall be provided for the storage of food and beverages, and cooking, serving, and eating supplies.

XI. Food Production:

- A. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques are followed. This person shall function with the advice of the Provider's Registered Dietitian.
- C. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed:
 - 1. The Provider's Registered Dietitian must approve all menu substitutions.
 - 2. A Menu Substitution Form must be completed and signed by the Provider's Registered Dietitian.
 - 3. The completed Menu Substitution form shall be kept on file for DAAS review.
- D. Production Control:
 - 1. Production schedules or worksheets must be available in the food preparation area.
 - 2. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
 - 3. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 - 4. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
- E. Meal Service/Temperature Monitoring:
 - 1. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
 - 2. Meals shall be served to seniors "offer versus serve" – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
 - 3. Temperature Checks:
 - a) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
 - b) All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
 - c) The ENP Provider must have written procedures for monitoring food temperature.
 - d) The ENP Provider must use a form to document food temperatures daily (i.e. Food Temperature Log).
 - e) The ENP Provider shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
 - f) All completed Food Temperature Logs must be maintained on file for DAAS review.
 - 4. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods at required temperatures diminishes the nutrient content and palatability of foods.
 - 5. Holding time shall not exceed 2 hours between the end of production and the beginning of food service at the congregate site.

6. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
7. Single service utensils and tableware shall be used one time only and then discarded.
8. Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.
9. The Provider shall have a sign posted in the congregate site stating, "Food removed from the congregate site is at your own risk."

XII. Food Service Requirements:

- A. The ENP Provider shall ensure that the following forms are available, completed **daily**, and maintained at each nutrition site for a minimum of 12 months:
1. Food Temperature Log – one should be available for congregate meals and one for home delivered meals if hot foods are delivered to the client.
 2. Cleaning Schedule
 3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
 4. Production Schedule – applicable only if food is cooked at the site.
 5. The current Environmental Health inspection shall be available at the site for review.
 6. Staff and volunteers who are handling food shall possess a current food handlers' card that shall be available for review.

XIII. Program Requirements:

- A. Client Intake Sheets:
1. The ENP Provider will ensure that each participant completes the Client Intake Sheet form (provided by DAAS) to determine his or her level of nutritional risk. Forms shall be completed for:
 - a) Congregate Meal Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
 - (1) Sections I and IV are required for congregate meals.
 - b) Home-Delivered Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.
 - (1) Sections I, II, III, and IV are required for home-delivered meals.
 2. ENP Providers who are required to complete their own data entry into the SAMS System must enter the annual and quarterly Client Intake Sheets into the database in a timely manner.
 3. ENP Providers who are not required to complete their own data entry must send the Client Intake Sheets to DAAS for data entry into the SAMS System.
- B. Outreach/Marketing Activities:
1. ENP Providers are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by DAAS.
 2. ENP Providers shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
- C. Emergency Procedures:
1. ENP Providers shall have a written Emergency/Disaster Plan.

2. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
 3. Staff must be knowledgeable of emergency procedures.
 4. Where feasible and appropriate, ENP Providers shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.
- D. Donations and Confidentiality:
1. An Eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal
 2. The ENP Provider shall develop a suggested contribution/donation amount. When developing this contribution/donation amount, the income ranges of the older individuals in the community and the Provider's other sources of income shall be considered.
 3. A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
 4. No eligible individual shall be denied participation because of failure or inability to contribute.
 5. The Provider shall ensure that the amount of the eligible participant's contribution is kept confidential.
 6. The ENP Provider shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e. Contribution/Donation Procedures). Such Procedures shall be kept on file for DAAS review.
 7. All contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.
- E. "No Soliciting" Sign:
1. The ENP Provider shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.
- F. Coordination:
1. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation provider for securing public transportation to and from nutrition sites and have the policy available for review by DAAS.
 2. Include the following statement on all advertising, brochures, poster, etc., **"Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."**
 3. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.
- G. Reporting:
1. All fiscal and program data must be reported monthly (i.e. Request for Reimbursement, Rosters, Monthly Service Unit Report, etc.). All reports are due to DAAS by the 5th business day of the month following the month of service. DAAS will provide training as needed.
 2. The Provider shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.

3. ENP Providers are required to report all known or suspected cases of elder abuse to DAAS Adult Protective Service or law enforcement immediately by telephone. A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services which are necessary to avoid physical harm or mental suffering.
4. Maintain records, by month, that support claimed in-kind expenditures.
5. Report expenditures funded with Deferred Income by September 30th of the FY in which it is being claimed.
6. Develop and have on hand for review by DAAS, a cost allocation plan which explains the methods used to allocate costs between congregate and home-delivered meals or any other program funded by DAAS.
7. In the event additional funds become available, the Provider will use the funds to increase the number of meals being provided to participants by either increasing the number of individuals attending its present sites, or by opening new sites in communities not already served by the Provider. Exceptions to this requirement must be fully documented in writing and submitted to the Director of DAAS for prior approval.
8. Other Reporting Requirements:
 - a) SAMS (Social Assistance Management System):
 - (1) The following reports are to be completed and submitted to DAAS by the 5th business day of the month following the month of service if the Provider is serving **less than 500 clients** per month:
 - (a) Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - (b) Meal Rosters
 - (2) Providers that are serving **more than 500 clients** shall secure the appropriate licensing, have a dedicated staff responsible for maintaining the client tracking software, obtain and maintain an Internet Service Provider and the appropriate hardware that can support the program. These Providers shall be responsible for entering the following data into SAMS by the 5th business day of the month following the month of service:
 - (a) Client Intake Sheets for any new clients or any annual or quarterly assessments completed in the month.
 - (b) Rosters
 - (c) Routes (if applicable)
 - b) Nutrition Education Monthly Service Unit Report
 - (1) The Nutrition Education Monthly Service Unit Report is a tool that is used to report the number of Nutrition Education service units that have been provided to participants. This report is to be completed and submitted to DAAS by the 5th business day of the month following the month of service. Copies of any handouts presented to the participants as a component of the Nutrition Education shall be attached to the Nutrition Education Monthly Service Unit Report.

H. Disposal of Equipment:

1. If the Provider wishes to dispose of equipment purchased with Nutrition grant funding, they must submit a request, in writing, to DAAS. The request shall state the equipment description, the location of the equipment, and the reason for disposal.
2. Provider shall submit a list of equipment purchased with grant funding by location.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURES Older Americans Act Programs

(Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the **Deputy Director of Administration** at the following address:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640
ATTN: **Deputy Director**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services Group, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken.

Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____
Signature Date

Signature of Service Recipient Date

**Application for Project Award
For The Elderly Nutrition Program
(Older Americans Act – Title III C Funds)**

Due: 4:00 p.m., December 10, 2009

**Linda Haugan
Assistant County Administrator
Human Services System
County of San Bernardino**

**Colleen Krygier
Director
Department of Aging & Adult Services**

**Administrative Support Division – Contracts Unit
150 South Lena Road
San Bernardino, CA 92415-0515
(909) 388-0241**

RFA HS 09-01

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APPLICATION CHECKLIST

Elderly Nutrition Program (Older Americans Act Title III C Funds)

Applications submitted in response to RFA HS 09-01 for Elderly Nutrition Services must be delivered to the following address no later than **4:00 p.m., Thursday, December 10, 2009.**

County of San Bernardino
Human Services
Attn: Contract Administration RFA HS 09-01
150 South Lena Road
San Bernardino, CA 92415-0515

Each application must include the items listed below. Details are provided in RFA HS 09-01, Section XI, Paragraph C, Application Format, and Attachment C, Application.

Application Checklist: Each application package must include the following:

1. ☐ Completed Application, including:
 - ☐ Agency Information
 - ☐ Program Description
 - ☐ Budgetary Information
 - ☐ List of Assurances
2. ☐ Audited Financial Statements (Most recent and complete)
3. ☐ One original and five (5) copies of the complete Application Package

APPLICATION
Elderly Nutrition Program
(Older Americans Act Title III C Funds)

INSTRUCTIONS: Please answer all questions and submit all requested documents. Failure to do so may result in the application being rejected.

1. Agency Name:

Address:

Telephone:

FAX:

2. Agency SSN# or FID#:

3. Authorized Signature: _____

Name/Title:

Telephone:

E-mail address:

4. Agency Contact Person:

Title:

Telephone:

E-mail address:

5. Type of Organization: ☐ Government/Public Agency
☐ Private Not-for-Profit
☐ Private For-Profit
☐ Other: _____

6. Type of Legal Entity: ☐ Corporation
☐ Sole Proprietorship
☐ Partnership
☐ Other: _____

7. Is the Agency in good standing with the Secretary of State of California?

Yes ☐

No ☐

ATTACHMENT C

8. Does the Applicant agree to provide the services as described in the application for a one-year period beginning no later than July 1, 2010, with an option to renew the Contract for two additional one-year periods, if awarded a Contract?
Yes ☐ No ☐
9. Have all aspects of the application, including cost, been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition?
Yes ☐ No ☐
10. Are all declarations in the application and attachments true?
Yes ☐ No ☐
11. Does the Applicant understand and agree that all aspects of the RFA and the application submitted shall be binding if awarded a Contract?
Yes ☐ No ☐
12. Does the Applicant agree to provide the County with any other information that the County determines is necessary for an accurate determination of the Applicant's ability to perform services as proposed?
Yes ☐ No ☐
13. Does the Applicant agree to comply with all applicable local, State, and Federal rules, laws, and regulations, if awarded a Contract?
Yes ☐ No ☐
13. Does the Applicant employ any former County of San Bernardino Administrative Officials and/or do any former County of San Bernardino Administrative Officials represent the Agency (See RFA, Section VII)?
Yes ☐ No ☐
If **yes**, list names and positions:
14. Does the Applicant have an organization that is adequately staffed and trained to perform the required services?
Yes ☐ No ☐
If no, does the Applicant have the capability for recruiting sufficient staff?
Yes ☐ No ☐
15. Does the Applicant agree to obtain insurance in the amounts and coverages listed in Section V, Paragraph B, Indemnification and Insurance Requirements, if awarded a Contract, and submit proof prior to performing services?
Yes ☐ No ☐
16. Does the Applicant understand and accept the Client Complaint and Grievance Procedures for Older Americans Act Programs, as defined in Section V, Paragraph A, Item 6 and Attachment B?
Yes ☐ No ☐
17. Does the Applicant certify that all statements in Section V, Paragraph A, Item 14,

Debarment, Suspension, and Other Responsibility Matters are true?

Yes ☐ No ☐

If no, please explain:

18. Does the Applicant use subcontractors?

Yes ☐ No ☐

If **yes**, list subcontractor information, including name of each company, and type of work to be performed. (Note: Any subcontractor shall be subject to the terms and conditions of any resulting Contract, as defined in Section V, Paragraph A, Item 3.) **All subContracts must be approved by DAAS before service is Contracted.**

19. The application package must include the following documents:

- Program Description*
- Budgetary Information*
- List of Assurances
- Audited Financial Statements (Most recent and complete)

***Program questions, Budget questions and budget forms, List of Assurances and Exceptions to Assurances follow this page.**

I certify that the information contained in this application package is true to the best of my knowledge.

Print Authorized Name:

Title:

Signature: _____

Date:

PROGRAM DESCRIPTION

22. The following table lists all of the required Elderly Nutrition Program services (Refer to RFA, Elderly Nutrition Program – Scope of Work, Attachment A). Please check each service being offered and enter the Rate Per Unit (unit is predetermined as listed), and specify the number of meals to be served with the funding received. Check which service areas are to be served (reference the chart in question # 25.) and enter the office hours and hours of service availability.

Check Service(s) Offered	Service	Unit of Service	Rate Per Unit	# Of Meals to be Served	Service Areas	Availability							
							Mon	Tue	Wed	Thu	Fri	Sat	Sun
☐	C-1 Congregate Meals	1 Meal			☐ Colorado Rvr. ☐ North Desert ☐ Morongo Bsn. ☐ Victor Valley ☐ Mountains ☐ East Valley ☐ West Valley	Office Hours							
						Service Availability							
☐	C-2 Home Delivered Meals	1 Meal			☐ Colorado Rvr. ☐ North Desert ☐ Morongo Bsn. ☐ Victor Valley ☐ Mountains ☐ East Valley ☐ West Valley	Office Hours							
						Service Availability							

23. Total Funds Requested: \$

Amount funded is contingent upon quality of application, availability of funding, and program needs.

24. If Applicant was providing these services anytime during the past two (2) fiscal years, enter the number of meals served:

Fiscal Year	Congregate Meals	Home Delivered Meals
07/08		
08/09		

25. Check the area(s) to be served:

Check Area(s) Served	Service Areas	<i>Service Area Details</i>
☐	Colorado River	Needles, Havasu, Big River and surrounding areas
☐	North Desert	Barstow, Newberry Springs, Trona, Baker and surrounding areas
☐	Morongo Basin	Joshua Tree, Landers, Morongo Valley, Wonder Valley, Yucca Valley, Twenty-Nine Palms and surrounding areas
☐	Victor Valley	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville and surrounding areas
☐	Mountains	Crestline, Running Springs, Lake Arrowhead, Big Bear, Twin Peaks and surrounding areas
☐	East Valley	Rialto, Bloomington, Fontana, Colton, Redlands, Yucaipa, San Bernardino City, Loma Linda, Lytle Creek, Highland and surrounding areas
☐	West Valley	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland and surrounding areas

26. List any exceptions to the areas checked above:

Examples:

Colorado River: All except Needles

North Desert: Barstow only

27. List additional funding sources for program operations for the last two (2) years, such as fundraisers, grants, donations.

FY 07/08:

FY 08/09:

28. Agency Description:

- Describe the mission and purpose of the Agency.
- Describe the Agency's experience in providing services to older individuals and individuals with a disability.
- Describe the agency's relationships to other organizations that may provide other services at the proposed site(s).
- List applicable licenses and permits presently held.
- List subcontractors, if applicable, and services they provide.
- List current and previous contracts completed during the past three (3) years, including name of funding agencies, dates, and dollar amounts.

- Describe how the Agency seeks other funding sources that provide additional funding for the program (e.g. fundraising, donations, other grants, etc.)

29. Agency's plans to provide Elderly Nutrition Services:

- Describe the project objectives
- Complete the charts below:

Projected # of Participants per year	Projected number of minority participants	Projected # of low-income participants

Total # of days meals are to be served per year	Projected number of meals to be served each day	Projected number of meals to be served per year

- List holidays that will be observed.
- Proposed sites:
 - o List each proposed site.
 - o Describe how the Agency complies with the Americans with Disabilities Act (ADA).
 - o Describe the physical characteristics of each proposed congregate site and how accessibility for handicapped and disabled seniors will be accommodated.
 - o State whether the sites are ADA compliant.
 - o If one (1) or more sites are not ADA compliant, provide a list of what needs to be done to become ADA compliant and when and how those needs will be met.
- Outreach Plan – Describe how the Agency will conduct outreach to identify potential participants who are low income minority seniors, seniors residing in rural areas, seniors with limited English speaking ability, seniors with severe disabilities, seniors with speech, visual or hearing impairments, Alzheimer's, and related dementia disorders. Include number of proposed hours of outreach that will be conducted each month.
- Describe how meals will be served or delivered.
- Describe the Agency's proposed buying system, inventory control, and dietitian services.

- Describe how volunteers will be recruited.
- Describe personnel who will manage the site(s) and their experience with maintaining the warm, caring environments, food service management, and training staff and volunteers. Please refer to Attachment A, Section V – Staffing for requirements.
- Describe how the Agency will internally monitor its performance and what evaluation criteria will be used to gauge accomplishments.
- Provide an example of the proposed Staff Training Plan. Please refer to Attachment A, Section VI – Staff Training Activities for requirements.
- Provide a sample Nutrition Education Plan for seniors. Please refer to Attachment A, Section VII – Senior Participation for requirements.
- Provide a sample one-month Menu. Please refer to Attachment A, Section VIII – Menu Planning Guidelines/Menu Requirements for requirements.
- Describe how donations are handled. Include how participants attending a congregate meal site will be provided the opportunity to donate confidentially.

30. For Home Delivered meal programs:

- Describe the knowledge, experience, ability, and skill of the individuals who will be delivering home-delivered meals.
- Describe how assessments will be conducted. Please see Attachment A, Section II – Eligibility for Nutrition Services for requirements.
- Describe how client participation is prioritized.
- Describe how participants will be given the opportunity to donate in a confidential manner.
- Describe the management of the vehicles to be used to deliver homebound meals.

BUDGETARY INFORMATION

31. Budgetary Information – (double spaced, two (2) page maximum)

Complete the following budgetary forms. Instructions and forms follow this page.

- Prepare and Submit a Budget Summary DAAS Form 312.
- Budget Summary Narrative: Provide justification, rates, comments, descriptions, etc., for line items on the Budget Narrative-DAAS 320.
- Budget In-Kind Narrative: Provide justification, rates, comments, descriptions, etc., for in-kind line items on the Budget In-kind Narrative-DAAS 322. Program requires 11.11% match.
- Schedule of Personnel: Itemize personnel costs on the Budget Summary – Schedule of Personnel Form-DAAS 315.
- Schedule of Equipment: Itemize equipment costs on the Budget Summary – Schedule of Equipment Form-DAAS 316.

Instructions for Completing Budget Line Item For Nutrition Services

Line Item	Description of Allowable Costs
1. Personnel	Should be computed for all staff paid out of requested funds. Use Budget Narrative (DAAS 320) to itemize by position, cost and provide a brief (one to two lines) position description. Also included in this category are payroll taxes which should be computed for FICA (Federal Insurance Contributions Act) for employers match, FUTA (Federal Unemployment Tax Act) and Fringe Benefits compute for health, worker compensation, SDI, etc.
2. Staff Travel	Should be computed at your agreed upon travel rate and is for normal day-to-day travel.
3. Staff Training	Should include travel per diem for special training sessions or nation conferences, etc.
4. Equipment	Includes expendable equipment purchased for under \$300 and equipment purchased for over \$300. Use DAAS 316 to itemize.
5. Consultants	Purchased services such as a Nutritionist, Purchasing Agent, etc.
6. Other Costs	Includes all of the following:
Accounting/Audits	Accounting and outside audit services.
Advertising	Includes costs for placing advertisements in newspapers.
Equipment Rental	Equipment rented on a monthly basis or leased by the year.
Insurance	Includes insurance such a vehicle and bonding, etc.
Legal Services	Attorney fees, court fees, etc.
Memberships and Subscription	Should directly relate to the program.
Other Supplies	Includes office supplies and postage.
Printing	Includes the print costs of pamphlets, brochures, etc.
Repairs & Maintenance Space	Applies to maintenance on a facility.
Repairs & Maintenance Other	Applies to maintenance on equipment.
Rent/Building Space	Rental/lease fees.
Taxes & Licenses	Includes licenses for food handlers, business, vehicles, etc.
Telephone	Monthly telephone charge.
Utilities	Light, gas, water, and trash.
Vehicle Operations	Leasing and maintenance costs for gas, oil, repairs, tires, etc.
Volunteer Expenses	Agreed upon per diem and travel reimbursement rates for volunteers.

On the lines at the bottom of the form, be sure to include name and phone number of the preparer. Direct any questions regarding allowable costs to RFA contact person.

NAME OF CONTRACTOR
BUDGET LINE ITEMS FOR NUTRITION SERVICES
Fiscal Year:

CONGREGATE SITES C-1 ☒HOME DELIVERED MEALS C-2 ☐**Section I: Prepare this section based on annual estimated cost to serve the meals.**

		a	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel			
2	Staff Travel			
3	Staff Training			
4	Consultants			
5	Food Cost			
6	Consumable Supplies			
7	Insurance			
8	Repair & Maintenance			
9	Rent/Building Maintenance			
10	Utilities			
11	Vehicle Operations			
12	Volunteer Expenses			
13	Other Expenses			
14	Nutrition Education			
Total Expenditures				

County Contract Revenue Sources:			
Title IIIC			
NSIP			
One Time Only			
CDBG - DAAS			
CDBG -ECD			
County Funding			
Nutrition Education			
Total County Contract Revenue Sources			

Other Revenue Sources:			
Program Income			
Deferred Income			
Matching Cash			
Matching In-Kind			
Non-Match Cash			
Non-Match In-Kind			
Total Other Revenue Sources			
Total Revenue			

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

d	e	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget

NAME OF CONTRACTOR
BUDGET LINE ITEMS FOR NUTRITION SERVICES
Fiscal Year:

CONGREGATE SITES C-1 ☐HOME DELIVERED MEALS C-2 ☒**Section I: Prepare this section based on annual estimated cost to serve the meals.**

		a	b	C=a+b
		Cost to Provider for the year		
Expenditure Category:		Cash	In-Kind	Annual Expense
1	Personnel			
2	Staff Travel			
3	Staff Training			
4	Consultants			
5	Food Cost			
6	Consumable Supplies			
7	Insurance			
8	Repair & Maintenance			
9	Rent/Building Maintenance			
10	Utilities			
11	Vehicle Operations			
12	Volunteer Expenses			
13	Other Expenses			
14	Nutrition Education			
Total Expenditures				

County Contract Revenue Sources:			
Title IIIC			
NSIP			
One Time Only			
CDBG - DAAS			
CDBG -ECD			
County Funding			
Nutrition Education			
Total County Contract Revenue Sources			

Other Revenue Sources:			
Program Income			
Deferred Income			
Matching Cash			
Matching In-Kind			
Non-Match Cash			
Non-Match In-Kind			
Total Other Revenue Sources			
Total Revenue			

Section II: Prepare this section based on estimated number of meals that will be served multiplied by meal cost per unit.

d	e	f=d*e
Estimated annual number of meals	Proposed meal cost per unit	Annual Budget

Budget Narrative

Provide justification, rates, comments, descriptions, etc. for line items on the Budget Summary Form-DAAS 312.

Line-Item	Cost/Rate	Description/Justification

Date Submitted: _____

Provider Name _____

San Bernardino County-DAAS 320
Revised 03/06/2001

Budget In-Kind Narrative

Provide justification, rates, comments, descriptions, etc. for line items on the Budget Summary Form-DAAS 312.

Line-Item	Cost/Rate	Description/Justification

Date Submitted: _____

Provider Name _____

San Bernardino County-DAAS 322
Revised 03/06/2001

Provider Name:

**Instructions for Completing
Schedule of Equipment
DAAS form 316**

Equipment and/or property is defined as: items purchased and approved by the contractor's proposed budget as necessary for contracted activities.

Supporting documentation is necessary for cost reimbursement for each of the items listed.

1. Property/Equipment includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
2. Property/Equipment must be used to conduct activities specified in this contract in order to be included as reimbursable costs.
3. Property/Equipment does **not** include consumable office supplies such as pens, pencils, paper, etc.
4. Property/Equipment for the purposes of this RFA and resulting in an approved Contract will have a normal life expectancy of at least 1 year (12 months).
5. Property/Equipment having a unit acquisition cost of \$5,000 or more (including tax, delivery fees, etc.) is considered Equipment that must be capitalized.
6. Contractor must maintain documentation regarding usefulness, location, and condition of all property/equipment listed.
Documentation includes: date acquired, description (including model number), property identification number, serial number, cost or other basis of valuation, fund source, and rate of depreciation or depreciation schedule, if applicable.
7. Prior to disposal of any property purchased by the contractor with funds from this contract, contractor must obtain written approval from the Department of Aging and Adult Services.
8. Contractor must exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project. If lost, destroyed, or stolen, the contractor shall immediately investigate and fully document and inform the Department of said loss within 5 days.

Instructions:

List and number each item in the Item Description Column.

Specify quantity, amount budgeted, and total cost (acquisition) for each entry. Budgeted costs are those listed/approved in the contractor's budget.

An Authorized representative must Date, Print, and Sign name on the lines indicated on the front of this document.

BUDGET SUMMARY SCHEDULE OF EQUIPMENT

[illegible]

Provider Name:

San Bernardino County - DAAS Form 316

Revised 01/08/2001

30. Does the Applicant agree to the Assurances listed below?

Yes ☐

No ☐

If no, provide explanation on Page 21.

List of Assurances

NOTE: All references given are for the Older Americans Act of 1965, as amended.

The Applicant assures that it shall:

1. Set specific goals for providing services to older individuals with the greatest economic or social needs, including specific objectives for providing services to low-income minority individuals. (306 {a}{5}{A}{i})
2. Include in each agreement made with a subcontractor a requirement that such service will-- (I) specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served by the provider; (II) to the maximum extent feasible, provide services to low-income minority individuals in accordance with their need for such services; and (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals within the planning and services areas. (306 {a}{5}{A}{ii})
3. Use outreach efforts that will – (i) identify individuals eligible for assistance under this Act, with special emphasis on (I) individuals residing in rural areas; (II) older individuals with greatest economic need (with particular attention to low-income minority individuals); (III) older individuals with greatest social need (with particular attention to low-income minority individuals); (IV) older individuals with severe disabilities; (V) older individuals with limited English-speaking ability; and (VI) older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and caretakers of such individuals); and (ii) inform the older individuals referred to in subclauses (I) through (IV) of clause (i), and the caretakers of such individuals, of the availability of such assistance. (306 {a}{5}{B})
4. Assure that it will – (A) maintain the integrity and public purpose of services provided, and service providers, under this title in all Contractual and commercial relationships; (B) disclose to the Commissioner and the State agency – (i) the identity of each non governmental entity with which such agency has Contract or commercial relationship relating to providing any service to older individuals; and (ii) the nature of such Contract or such relationship; (C) demonstrate that a loss or diminution in the quantity or quality of the services provided, under this title by such agency has not resulted and will not result from such Contract or such relationship; (D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such Contract or such relationship; and (E) on the request of the Commissioner or the State for the purpose of monitoring compliance with this Act (including conduct an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals. (306 {a}{14} {A} through {E})

5. Assure that funds received under this title will not be used to pay any part of a cost (including an administrative cost) incurred by the applicant to carry out a Contract or commercial relationship that is not carried out to implement this title. (306 {a}{15})
6. Assure that preference in receiving services under this title will not be given by the applicant to particular older individuals as a result of a Contract or commercial relationship that is not carried out to implement this title. (306 {a}{16})
7. Assure that (A) the applicant will pursue activities to increase access by older individuals who are Native Americans to all its programs under this title.
8. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services under this part. (§1321.69 {a})
9. Such fiscal control and fund accounting procedures will be adopted as may be necessary to assure proper disbursement of, and accounting for, Federal funds paid under this title to the applicant. (307 {a}{7}{A})
10. (i) No individual (appointed or otherwise) involved in the designation of the head of any subdivision of an area agency on aging, is subject to a conflict of interest prohibited under this Act; (ii) no officer, employee, or other representative of an area agency on aging is subject to a conflict of interest prohibits under this Act; and (iii) mechanisms are in place to identify and remove conflicts of interest prohibited under this Act. (307 {a}{7}{B})
11. (i) (It will) maintain the integrity and public purpose of services provided in all Contractual and commercial relationships; (ii) Demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this Act by such applicant has not resulted and will not result from such Contract or such relationship; (iii) Demonstrate that the quantity or quality of the services to be provided will be enhanced as a result of such Contract or such relationship. (307 {a}{7}{C})
12. Furnish assurances to the area agency that the applicant will maintain efforts to solicit voluntary support and that the funds made available under this title to the applicant will not be used to supplant funds from non-Federal sources. (307 {a}{13}{H})
13. It shall establish procedures that will allow the option to offer a meal, on the same basis as meals are provided to elderly participants, to individuals providing volunteer services during the meal hours, and to individuals with disabilities who reside at home with and/or accompany to meal sites older individuals who are eligible for meals. (307 {a}{13}{I})
14. In the case of purchase or construction, that there are no existing facilities in the community suitable for leasing as a multipurpose senior center, [and that the] plans and specifications for the facility are in accordance with regulations relating to minimum standards of construction promulgated with particular emphasis on securing compliance with the requirements of the Act of August 12, 1968, commonly known as the Architectural Barriers Act of 1968. (307 {a}{14}{B}{C})

15. Any laborer or mechanic employed by any applicant in the performance of work on the [multipurpose senior center] facility will be paid wages at rates not less than those prevailing for similar work in the locality as determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (40 USC 276a-276a-5, commonly know as the Davis-Bacon Act), and the Secretary of Labor shall have, with respect to the labor standards specified in this clause, the authority and functions set forth in reorganization plan number 14 of 1950 (15 FR 3176; 64 Stat. 1267), and Section 2 of the Act of June 13, 1934 (40 U.S.C. 276c). (307 {a}{14}{D})
16. If a substantial number of older individuals in the applicants service area are of limited English-speaking ability, the applicant shall (A) utilize in the delivery of outreach services under Sec. 306 (a) (2) (A) and 306 (a) (6) (P), the services of workers who are fluent in the language spoken by a predominate number of elderly individuals who are of limited English-speaking ability. (307 {a}{20})
17. All services provided under Title III meet all existing State and local licensing, health, and safety requirements for the provision of those services.
18. All staff hired by the program will be required to attend appropriate training sessions and workshops sponsored by the Department of Aging & Adult Services and the California Department of Aging.
19. All materials, videotapes, and publicity will acknowledge the San Bernardino County Department of Aging & Adult Services and indicate that the programs are made possible by Older Americans Act funds.

31. Please list exceptions to the List of Assurances and fully explain the exceptions.

Assurance #	Reason for Non-Compliance

APPLICATION CHECKLIST

Proposer: _____

**ELDERLY NUTRITION SERVICES
Congregate Nutrition Services and/or Home Delivered Nutrition Services and/or
Pilot Program for Nutrition Services
RFA HS 09-01**

Applications submitted in response to RFA HS 09-01 for Elderly Nutrition Services must be delivered to the following address no later than **4:00 p.m., Thursday, December 10, 2009**

County of San Bernardino
Human Services
ATTN: Contract Administration RFA HS 09-01
150 South Lena Road
San Bernardino, CA 92415-0515

One original and five (5) unbound copies of the written Applications are required. Each Application must include the following items. Detailed instructions are provided in Section XI, Paragraph C, Application Format, in RFA HS 09-01:

1. ☐ Completed Agency Information (Attachment C) form
2. ☐ Full Description of Program

Note: Proposers may apply for Congregate and Home Delivered Nutrition Services on the same application as well as new and innovative ways to provide nutrition services to older individuals (Pilot Program for Nutrition Services). This application is submitted for the following nutrition service(s):

- ☐ Congregate Nutrition Services
 - ☐ Home Delivered Nutrition Services
 - ☐ Pilot Program for Nutrition Services
3. ☐ Financial Statements (Three Years)
 4. ☐ Budget Summary (Attachment D)
 5. ☐ Application Checklist (Attachment E)