



Request for Proposal No. DAAS124-OAAGI-5267 Modernization of Older Californian's Act - Nutrition Services

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RFP #HS 23-26

ePro Bid #DAAS124-OAAGI-5267

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I. INTRODUCTION

A. Purpose

San Bernardino County (County), through Human Services (HS) for the Department of Aging and Adult Services - Public Guardian (DAAS-PG) is seeking Proposals from interested and qualified individuals, organizations, and firms, hereinafter referred to as "Proposers" or "Contractors" to operate Senior Nutrition Programs pursuant to the Modernization of Older Californians Act (MOCA). Cost reimbursement contracts will be awarded for the period of September 1, 2024, through August 31, 2025, for an amount totaling \$619,147. An option to renew for three (3) additional one (1) year periods for an annual amount totaling \$1,554,487 may also be awarded. An amount not to exceed \$5,282,609 has been allocated for these services for the periods indicated. The number of awards will be determined by the quality of the proposals received.

NOTE: If you currently have an active contract with San Bernardino County for similar Nutrition Services programs, you may also submit a proposal for any of the programs contained within this RFP. If selected for a contract award, the funding for each contract must be tracked separately as the funding sources are different.

B. RFP Contact

All correspondence, including Proposals and questions, must be submitted to the address and person (RFP Contact) listed below:

San Bernardino County
Human Services
Attn: HS Contracts Unit (**RFP HS #23-26/ePro Bid # DAAS124-OAAGI-5267**)
150 South Lena Road
San Bernardino CA 92415-0515

Contact: Diane Ettari, Contract Analyst
Phone: (909) 386-8313
Fax: (909) 387-2900
Email HSASDContractsUnit@hss.sbcounty.gov

Fax number and email address may only be used to submit questions. Proposals will not be accepted by email or facsimile. Proposals must be submitted electronically through the County Electronic Procurement Network (ePro), and via hard copy with original signature submitted to the address indicated above. **All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.**

C. Budget

The County estimates a budget of an amount not to exceed \$5,282,609 allocated for completion of this work.

D. Contract Term

Services to be provided under this Request for Proposal (RFP) are outlined under Section V, Scope of Work. The Contract period will be from September 1, 2024, through August 31, 2025, but may be terminated earlier in accordance with provisions of this Contract. The County may but is not obligated to extend awarded Contract(s) for three (3) additional one (1) year periods, contingent on the availability of funds and Contractor performance.

The Proposer must include in Proposal, **Attachment E** - Cost, all transportation, lodging, and per diem costs sufficient to pay its personnel and travel to the selected locations.

E. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposals.

F. Question and Answer Period

All questions relating to this RFP must be submitted in writing via email, fax, or mail to the contact listed in Paragraph B of this Section. Questions should be clear and concise and include references to sections of the RFP when applicable. The deadline to submit questions is **4:00 p.m., Tuesday , May 21, 2024.**

All written questions will be answered and both the question and answer will be compiled into one (1) or more documents and posted as an Addendum on the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsol/> within two (2) weeks following the deadline to submit questions.

G. Request for Word Version of the RFP

A Word version of the RFP can be requested at any time during the procurement timeline by submitting an email with the subject line of "Request for RFP HS #HS-23-26 to Diane Ettari at HSASDContractsUnit@hss.sbcounty.gov.

H. Letter of Intent Deadline

A Letter of Intent (**Attachment N**) must be submitted through mail, or in person to HS Administration and through ePro <https://epro.sbcounty.gov/bsol/>, and must be received by the time and date designated in Section II. Failure to submit a Letter of Intent (**Attachment N**) by the deadline will disqualify the Proposer from further participation in the procurement process.

A Proposal that is submitted by a Proposer that did not submit a Letter of Intent (**Attachment N**) will be rejected and no contract will be awarded.

I. Proposal Submission Deadline

Proposals/bids must be submitted electronically through ePro <https://epro.sbcounty.gov/bsol/> and via hard copy, with original signature, to the address listed in Paragraph B and must be received by the time and date designated in this Section. Postmarks will not be accepted in lieu of actual receipt. Facsimile or email proposals will not be accepted.

Proposals/bids submitted through ePro must be submitted under ePro Bid #**DAAS124-OAAGI-5267**. System-related or procurement questions involving ePro shall be directed to the Purchasing Department at (909) 387-2060. Proposals submitted through ePro may be withdrawn in ePro prior to the scheduled deadline for submission of proposals. Proposers acknowledge that its electronic signature in the ePro submission is legally binding. In the case of a discrepancy between the proposal submitted through ePro and the numerical bid entered into ePro, the numerical bid shall prevail. For procurement questions, please contact the Contract Analyst identified in Paragraph B.

In the event of ePro system downtime due to the loss of internet connectivity to the County's network server, as verified by the County, the electronic submission requirement may be waived as long as hard copies of the proposal are received by the deadline at the address listed in Paragraph B of this Section.

Proposals/bids must be received no later than 4:00 p.m., Tuesday, June 11, 2024. Late or incomplete proposals/bids will not be accepted.

Additionally, all proposers must register with the ePro system prior to the submission deadline, or they will be disqualified.

II. PROPOSAL TIMELINE

Release of RFP (<i>optional</i>)	April 30, 2024
Mandatory Proposal Conference	May 14, 2024
Deadline for Submission of Questions	May 21, 2024
Deadline for Letter of Intent	May 28, 2024
Deadline for Proposals	June 11, 2024, at 4:00p.m.
Tentative Date for Mailing Award/Denial Letters	July 8, 2024
Tentative Date for Protests	July 18, 2024
Date for Tentative Contract Award	July 22, 2024
Tentative Start Date for Contract(s)	September 1, 2024
Mandatory Post-Award Conference	To be announced following Contract award

Mandatory Proposal Conference:

A **mandatory** Proposal Conference will be held via **Microsoft Teams meeting** on **Thursday, May 14, 2024 at 11:00am.**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 392 567 389

Passcode: fJqpot

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 661-568-6806.538287618#](#) United States, Santa Clarita

Phone Conference ID: 538 287 618#

[Find a local number](#) | [Reset PIN](#)

The conference will clarify program expectations, explain processes, and answer attendees' questions. Attendance at the conference is mandatory. **No Proposal will be accepted from any Proposer who fails to attend the Proposal Conference. Each attendee must sign-in to document their attendance.**

III. DEFINITIONS AND REFERENCE DOCUMENTS

Capitalized terms used in this RFP shall have the meanings given to them in the RFP and as defined below:

Adult: An individual between eighteen (18) years and sixty (60) years old.

Area Agency on Aging (AAA): An identifiable private nonprofit or public agency designated by the Department of Aging which works for the interests of older Californians within a Planning and Service Area (PSA). This agency engages in community planning, coordination, and program development, and, through contractual arrangements, provides a broad array of social and nutritional services. In 1976, the State of California designated San Bernardino County 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.

Applicant/Vendor/Proposer: Used interchangeably throughout the RFP to denote any company that is interested in providing MOCA Nutrition Services.

Board: The San Bernardino County Board of Supervisors.

Brown Bag Program: A program that provides both surplus and donated edible fruits, vegetables, and other unsold food products to older individuals with low income.

California Department of Aging (CDA): Administers programs that serve older adults, adults with disabilities, family caregivers and residents in long-term care facilities throughout the state.

Child: An individual under eighteen (18) years old.

Congregate Nutrition Services: Provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged sixty (60) and older in a social setting. The program offers individuals an opportunity to socialize with others to reduce social isolation while promoting health and well-being through nutrition.

Contract: The legal agreement between the County and the Proposer resulting from the award issued pursuant to this RFP to the successful Proposer.

Contractor: Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.

County: County as used throughout this document, including its possessive form (County's), refers to San Bernardino County.

Department of Aging and Adult Services-Public Guardian (DAAS-PG): 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 seniors and adults with disabilities have the right to age in the least restrictive environment.

Eligible Participant for Brown Bag Services: An older adult sixty (60) years of age and older with income at or below 185% of the Federal Poverty Level.

Eligible Population for Intergenerational Activities: An older adult sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]

Eligible Population for Title III C-1 and C-2 Meals: Older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 California Code of Regulations (CCR) 7125, 7127, 7130, 7135]

1. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:
 - a. Any older individual.
 - b. The spouse of any older individual
 - c. 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.
 - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - e. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
2. Individuals eligible to receive a home-delivered meal are individuals who are:
 - a. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].

- b. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- c. 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.

Equipment: Tangible personal property with a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit

Facilitator: A County Purchasing Department buyer or designated individual tasked with managing the processes of the evaluation panel.

Groceries: Assistance to Older Americans Act (OAA) participants in the form of food items.

Home Delivered Nutrition Services: Provides nutritious home-delivered meals, nutrition education, and nutrition risk screening to individuals aged sixty (60) and older who are homebound because of illness, incapacity, disability, or are otherwise isolated.

Human Services (HS): San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

Intergenerational Activities: Efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adults' recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.

Low Income: Income below 185% of the Federal Poverty Level.

Nutrition Infrastructure: The capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals.

Older Americans Act (OAA): The overall purpose of this act is to provide comprehensive, coordinated, community-based systems of service to persons aged sixty (60) and older in order to enable them to maintain health, personal dignity, and independence (42 USCA §3001 et seq.).

Older Californians Nutrition Program (OCNP): Provides nutrition meals and services including the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.

Older Individual: An individual who is sixty (60) years of age or older.

Planning and Service Area (PSA): A geographical area, the boundaries of which are determined by the CDA pursuant to federal law and regulation. The CDA allocates funds to an AAA to provide services to older individuals residing within a specific PSA.

Proposal: The offer to provide specific goods or services at specified prices and/or other conditions specified in the RFP.

Purchasing Agent: The Director of the County Purchasing Department.

Restaurant Option (RO): An OCNP meal option providing older adults with vouchers for meals at licensed foodservice establishments such as restaurants, cafes, food trucks, and grocery stores with hot and/or cold meals. AAAs and/or nutrition providers contract with foodservice establishments to provide meals.

Restaurant Voucher: A paper or electronic system that Title III C-1 participants exchange for meals at designated restaurants.

Request for Proposal (RFP): The request for an offer from Proposers interested in providing the identified services sought to be procured by the County. The RFP specifies the evaluation factors to be used and contains or incorporates by reference contractual terms and conditions applicable to the procurement.

Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.

Title III C-1 (Congregate Nutrition Services): Nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

1. Be open to the public. [45 CFR 1321.53(b)(3)]
2. Not means test. [OAA § 315(b)(3)]
3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
4. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

Title III C-2 (Home-Delivered Nutrition Services): Nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]

To-Go Meals: Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes.

1. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
2. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

Reference Documents:

Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)
<http://www.ada.gov/pubs/adastatute08.pdf>

California Department of Aging
<https://aging.ca.gov/>

California Department of Aging Program Memo 23-12 Nutrition Modernization (NM) Funding for the Older Californians Act Nutrition Services
<https://aging.ca.gov/download.ashx?IE0rcNUV0zY7cWLRGQMBfw%3D%3D>

California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
Div. 21 - <https://www.cdss.ca.gov/Portals/9/Regs/3cfcman.pdf>
Div. 23 - <https://www.cdss.ca.gov/ord/entres/getinfo/pdf/opsman4.pdf>

California Fair Employment and Housing Act (California Government Code section 12900, et seq.)
<https://www.dfeh.ca.gov/legal-records-and-reports/laws-and-regulations/>

California Government Code section 87100 et seq.
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=87100.&lawCode=GOV

California Penal Code section 11105.3
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=11105.3.&lawCode=PEN

California Public Records Act Government Code section 7920.000 et seq.
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=7920.000.&lawCode=GOV

California Retail Food Code
<http://www.cdph.ca.gov/Programs/CEHD/DFDCS/Pages/FDBHSCodes.aspx>

California Vehicle Code
http://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=VEH&division=6.&title=&part=&chapter=&article

California Welfare and Institutions Code section 10000 et seq.
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=WIC§ionNum=10000

Clean Air Act (42 U.S.C. section 7401 et seq.)
<http://epa.gov/clean-air-act-overview/clean-air-act-text>

Clean Water Act (33 U.S.C. section 1251 et seq.)
<https://www.epa.gov/laws-regulations/summary-clean-water-act>

Environmental Protection Agency Regulations (40 C.F.R.)
<https://ecfr.federalregister.gov/current/title-40>

Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 13279, 13665, and 13672.
http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm

Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R.)
<http://www.archives.gov/federal-register/codification/executive-order/11738.html>

Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Executive Order 12689
<https://www.archives.gov/federal-register/codification/executive-order/12549.html> and Debarment, Suspension, And Other Responsibility Matters (48 C.F.R. Subpart 9.4)

Older Californians Nutrition Program Menu Guidance
https://aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Older_Californians_Nutrition_Program/Resources/

Office of Management and Budget (OMB) Circulars
<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>

Pro-Children Act of 1994 (20 U.S.C. section 6081 et seq.)
<https://www.law.cornell.edu/cfr/text/48/352.237-70>

San Bernardino County Policy (11-08) – Recycled products

<https://wp.sbcounty.gov/purchasing/wp-content/uploads/sites/3/2016/08/11-08.pdf>

State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.)

[https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I88DFCEC0D44E11DEA95CA4428EC25FA0&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I88DFCEC0D44E11DEA95CA4428EC25FA0&originationContext=documenttoc&transitionType=Default&contextData=sc.Default)

Title VII of the Civil Rights Act of 1964

<http://www.eeoc.gov/laws/statutes/titlevii.cfm>

IV. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid, and subject to acceptance anytime within nine (9) months after the Proposal submission.

C. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective RFP and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

D. Incurred Costs

The County is not obligated to pay any costs incurred by Proposer in the preparation of a Proposal in response to this RFP. Proposers agree that all costs incurred in developing a Proposal are the Proposer's responsibility.

E. Amendments/Addenda to RFP

The County reserves the right to issue amendments or addendums to this RFP if the County considers that changes are necessary or additional information is needed. Additionally, the County may terminate this procurement process at any time.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

F. Best Value Evaluation

As established in this RFP, the County realizes that criteria other than price are important and will award Contract(s) based on the Proposal that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. The County may reject as non-responsive any Proposal that does not comply

with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the County may reject a proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

A Proposer may not qualify the Proposal nor restrict the rights of the County. If Proposer does so, the Proposal may be determined to be a non-responsive counteroffer and the Proposal may be rejected.

No Proposal 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, the County may choose to accept the Proposal.

Minor irregularities may be waived by the Purchasing Agent when they are any of the following:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;
4. Do not change the meaning or scope of the RFP;
5. Are trivial, negligible, or immaterial in nature;
6. Do not reflect a material change in the work; or
7. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

H. Local Preference

San Bernardino County has adopted a Local Preference Policy. A local preference of five percent (5%) shall be applied in the cost evaluation of proposals or bids for goods, services, equipment, or a minor public work project, unless an exemption applies. In a price-based bid, five percent (5%) will be deducted from the local vendor's proposed cost for the purpose of comparison when the local vendor's proposed cost is not the lowest. If the local vendor's bid is equal to or lower than the price of an otherwise successful non-local vendor after the 5% preference is applied, the local vendor will be given the opportunity to match the lowest quoted price. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful nonlocal vendor, the local vendor will be recommended for award.

"Due to the evaluation of qualitative elements along with cost in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference."

Local Vendor - A local vendor is any vendor, contractor, or consultant (hereafter "vendor") that meets all of the following requirements:

1. Vendor's main office (headquarters) or a major regional office is located within the County;
2. Vendor employs a minimum of 25% of the vendor's full-time management employees and 25% of its full-time regular employees working from the San Bernardino County location(s);
3. Vendor employs one full-time or two part-time employees with primary residence in the County;
4. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the

office located in the County shall be the point of sale for sales tax calculation;

5. Vendor is not delinquent in any taxes or other payments to the County;

6. Vendor possesses a valid and verifiable business license (if required);

7. Vendor has been open and established for at least six months prior to the issuance of the solicitation;

8. Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six (6) months;

9. Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud;

10. Vendor is not federally debarred; and

11. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.

12. Local Vendor Self-certification – Documentation provided.

Local Vendor self-certification form is required for any bid or proposal when a local preference is claimed affirming that it meets each of the above stated criteria and signed by a vendor representative with the authority to obligate the company under penalty of perjury. (See **Attachment L**)

I. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

J. Public Records Act

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920.000). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on **Attachment I - Public Records Act Exemptions**. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in **Attachment I** as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a Proposal.

K. Employment of Former County Officials

Information must be provided in **Attachment G** regarding former County Administrative Officials (as defined below) who are employed by or represent Proposer. 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 Proposer and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Proposer. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive 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 Proposal being deemed non-responsive.

L. Iran Contracting Act of 2010 (Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Proposer certifies upon submission that the Proposer signing the Proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of an existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

M. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer 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 Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be asked 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 Proposer may be asked 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 Proposer 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 Proposer may also 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 Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For 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.

N. Debarment and Suspension; California Secretary of State Business Entity Registration.

Proposer certifies in **Attachment D** that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See **Attachment D** and the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Proposer also certifies in **Attachment D** that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

Proposer affirms that it has no record of unsatisfactory performance with the County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Final Authority

The final authority to award a Contract(s) as a result of this RFP rests solely with the County Board of Supervisors, or as delegated by the Board of Supervisors.

Q. Reserved.

R. Contingencies

Funding for this program is contingent on **State** funding. This RFP does not commit the County to award a contract. Cost, while not necessarily the primary factor used in the selection process, is a major consideration. The County will award a contract based on the proposal that best meets the needs of the County and the requirements of this RFP.

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

S. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

T. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP 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.

U. 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 proposal(s) as may result from these negotiations.

V. Level of Service

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

W. Pre-Award Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

X. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

Y. Campaign Contribution Disclosure (SB 1439)

Proposer has disclosed to the County through completion of **Attachment M – Campaign Contribution Disclosure (SB 1439)**, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any member of the Board of Supervisors while award of a contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County.

Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary, or otherwise related business entity of Proposer.

V. SCOPE OF WORK

A. BACKGROUND INFORMATION

San Bernardino County (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 the enormous size, diversity of population, and geography, the County presents some special challenges when planning for services. More than two million citizens reside in urban, suburban, and rural communities within the County's valley, mountain, and desert regions.

DAAS-PG, under the umbrella of HS, offers a wide variety of programs designed to help seniors and adults living with disabilities. Services and programs include Age-wise, In-Home Supportive Services, Senior Information and Assistance, Multi-purpose Senior Services Program, Senior Community Service Employment Program, Senior Nutrition Program, Family Caregiver Support Program, Health Insurance Counseling and Advocacy Program, Legal Services, Prevention and Early Intervention, Long-Term Care Ombudsman Program, Adult Protective Services, and the Office of the Public Guardian.

DAAS has operated Senior Nutrition programs in the County for forty (40) years. The programs provide nourishing meals, nutrition education, and companionship to older individuals and their spouses. The services offered are intended to reduce hunger, food insecurity, malnutrition and promote socialization. Together, these services promote older adults' ability to maintain the highest possible levels of health, function, participation, and dignity in the community.

B. PROGRAM DESCRIPTION

With the increasing population of Californians over the age of sixty (60), reinvestment into Older Californians Act programs is essential. Therefore, through one (1) time funding from California Department of Aging (CDA), the Modernization of Older Californians Act (MOCA) seeks to modernize,

advance, and expand various established Older Americans Act (OAA) Title IIIC Senior Nutrition Programs and introduce additional innovative Community Based Service Programs (CBSP) that address the evolving needs of older adults, where there are opportunities for continued sustainability beyond the one (1) time funding.

There are five (5) program options under this program. You may bid on one (1) or multiple programs.

1. **Brown Bag Program** – A program that provides both surplus, and donated edible fruits, vegetables, and other unsold food products to eligible older individuals aged sixty (60) and over. Eligible participants are individuals sixty (60) years of age or older with an income at or below 185% of the Federal Poverty Level.

a) **Contractor Service Requirements**

The Contractor shall:

- (1) Use funds to provide both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older adults on a regular basis.
- (2) Comply with the California Retail Food Code (CRFC).
- (3) Comply with the Older Californians Nutrition Program Menu Guidance nutrition requirements of meals.
- (4) Obtain surplus food products for distribution in two (2) ways:
 - (a) Food gleaned (extracted/gathered) by volunteers and/or
 - (b) Food donated by farmers, growers, food manufacturers, retail food stores, etc.
- (5) Utilize volunteers and/or staff to glean, collect, sort, transport, and deliver food.
- (6) Operate at least one (1) Brown Bag food distribution site and establish a schedule to maintain distribution of food on a regular basis.
- (7) Utilize an enrollment application to enroll new Brown Bag program participants.
- (8) Have procedures to protect the confidentiality and privacy of client information.
- (9) Surplus produce may be bruised, too ripe, etc. and is not considered of resale quality, yet is still safe for consumption. Surplus processed foods may result from manufacturer over runs, excess inventories, or items close to “best by” date or expiration date.
- (10) Provide a variety of produce and other food products with nutritional value to supplement the diets of older individuals. Such foods include:
 - (a) Fresh or frozen fruits and vegetables
 - (b) Breads, cereals, rice, beans, and pasta products
 - (c) Processed foods such as frozen entrees, and canned mixed dishes
- (11) The frequent distribution of dessert type items such as pastries, cookies, and cakes should be avoided.
- (12) Contractor shall not solicit voluntary contributions because services are provided to individuals at or below 185% of the Federal Poverty Level.
- (13) Contractor shall not charge fees for the distribution or receipt of the food, regardless of delivery method.

b) **Contractor Reporting Requirements**

The Contractor shall:

- (1) Report the following information monthly as "Brown Bag" in Brown Bag Data Reporting Tool (BBDRT).
 - (a) Service units (one service unit is one (1) bag of groceries provided to eligible individual).
 - (b) Estimated unduplicated client count.
2. **Groceries** – A program that provides assistance to Older American Act (OAA) participants aged sixty (60) and over in the form of food items.

(Notes: 1-Current Older Americans Act (OAA) service providers may bid on this program. 2-New Providers who bid on this program must also bid on the C1/C2 program in this RFP.)

a) **Contractor Service Requirements**

The Contractor shall:

- (1) Use funds to provide groceries to OAA participants. Potential scenarios include:
 - (a) Clients living in a rural area with limited access to grocery stores.
 - (b) During emergencies when meals may not be available or clients unable to obtain other food.
 - (c) Clients with dietary restrictions that prevent them from consuming majority of OCNP meals.
 - (d) Provide liquid nutrition supplements (e.g., Ensure, Boost, etc.) to clients at high risk for malnutrition as determined by physician or Registered Dietitian.
- (2) Provide groceries that may be delivered to participants or picked up by participants at a designated site, such as a congregate meal site.
- (3) Evaluate the availability of similar services in the community to avoid duplication of services. Similar services include but are not limited to food bank services, Brown Bag program, and Commodity Supplemental Food Program.
- (4) Evaluate clients prior to grocery services for:
 - (a) Ability to store and prepare meals from groceries provided.
 - (b) Use of other federal food assistance programs to ensure there is not duplication of services.
- (5) Provide groceries consisting of food items only. There are no requirements for the amount or types of food offered as groceries. Groceries should be appropriate for the older adult population, such as produce, whole grains products, low fat dairy products, lean proteins, and lower sodium products.
- (6) The Contractor shall not use gift cards for groceries.

b) **Contractor Reporting Requirements**

The Contractor shall:

- (1) Report the following information monthly as "Material Aid Groceries" in Groceries Data Reporting Tool (GDRT).
 - (a) Service units (one (1) service unit is one (1) grocery delivery, regardless of the number of bags delivered).
 - (b) Estimated unduplicated client count.

- (2) Groceries and liquid nutrition supplements (e.g., Ensure, Boost, etc.) cannot be counted toward title IIIC meal counts or NSIP meal counts.

3. Intergenerational Activities – A program that plans, develops, and implements activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and strengthen older adults' recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.

(Notes: 1-Current OCNP provider bids must use funds for more meals and/or IG activities. 2-Current IIIB or IIIE providers may bid to provide IG activities and invite OCNP participants to the Intergenerational activities. OCNP provider list can be provided for outreach for activities to reach the needed population.)

a) Contractor Service Requirements

The Contractor shall:

- (1) Provide meals in accordance with the OAA and California Code of Regulations (CCR). Use funds to provide groceries to OAA participants. Potential scenarios include:
- (2) Promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
- (3) Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
 - (a) Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
 - (b) Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs.
 - (c) Planning, development, or implementation of intergenerational cooking demonstrations or classes.
 - (d) Planning, development, or implementation of shared garden site and intergenerational gardening activities.
 - (e) Virtual or in-person intergenerational social activities related to the C-1 or C-2 program.
 - (f) Virtual or in-person adult lunch companion for C-2 participants
- (4) Use funding to provide meals for participants and activities that support intergenerational connections, however, funding may not supplant funds that would otherwise be available for other nutrition programs. Provide groceries consisting of food items only. There are no requirements for the amount or types of food offered as groceries. Groceries should be appropriate for the older adult population, such as produce, whole grains products, low fat dairy products, lean proteins, and lower sodium products.

b) Contractor Reporting Requirements

The Contractor shall:

- (1) Report the following information monthly in Intergenerational Activities Data Reporting Tool (IGDRT).
 - (a) Service units (meals) and unduplicated client count for OCNP clients.
 - (b) Unduplicated client count.

- (c) The service units (intergenerational activities) and estimated unduplicated client count for OCNP clients.
- (d) The service units (intergenerational activities) and estimated participant count for participants under age sixty (60).
- (e) A monthly narrative report describing intergenerational activities, demographics of participants of intergenerational activities, and successes and challenges, collaboration efforts, any capacity building strategies, and success stories that were a result of this program.

4. Nutrition Infrastructure – A program for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals.

(Notes: 1-Current OAA service providers may bid on this program. 2-New providers interested in Nutrition Infrastructure program must also bid on the C1/C2 program in this RFP. 3-Infrastructure funds must be spent by 03/31/2026.)

a) Contractor Service Requirements

The Contractor shall:

- (1) Use funds for nutrition infrastructure during the term of July 1, 2024 – March 31, 2026 only.
- (2) Use funds for nutrition infrastructure only for OCNP service providers.
- (3) Use funds for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP congregate or home-delivered meals, including but not limited to:
 - (a) Production scale commercial kitchens. Examples include commercial grade equipment such as ovens, stoves, steamers, and mixers.
 - (b) Warming, refrigeration, or freezer capacity and equipment. Examples include refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables.
 - (c) Food delivery vehicles. Examples include cars/trucks/vans, and temperature-controlled vehicles.
 - (d) Improvements and equipment to expand capacity for providers of meals. Examples include:
 - (i) Food/meal packing equipment, dishwashers, three (3) compartment sinks, prep tables, steam tables, and salad bars.
 - (ii) Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces in areas where food is prepared, packaged, stored, served, or areas where kitchenware are washed and stored. Examples include installing new floor coverings or painting kitchen walls.
 - (iii) Energy efficient light fixtures in kitchen or congregate meal service areas.
 - (iv) Installation costs (labor/materials) for allowable improvements and equipment.
 - (v) Furniture, including table and chairs, for congregate meal service areas.
- (e) Technological infrastructure to support the OCNP. Examples include:

- (i) Software. Examples include software for menu planning, meal tracking, surveying clients, C-2 initial/annual assessments and quarterly eligibility reassessments, and monitoring client health outcomes.
 - (ii) Hardware. Examples include tablets to support C-2 staff for home assessments or to support C-1 staff for the virtual group interaction component for C-1 To-Go meals; mobile phones to support C-2 drivers for meal delivery. Other examples include computing devices, workstations, servers, laptops, and notebook computers.
- (4) Not use funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.
- (5) The Contractor shall submit the following information to the County prior to purchasing:
 - (a) A list of all planned equipment expenditures, including the item, cost, and the entity and the site receiving funding.
 - (b) Completion of Equipment Request form for all planned capital expenditures that are not included on the Title IIIC Capital Expenditure Approved List, including all vehicles and technological or data system infrastructure expenses.
 - (c) For all planned repairs or replacement of damaged and/or deteriorated flooring and/or repair of damaged wall surfaces, include a description of the project, the entity and site, estimated costs, and verification that flooring and/or painting is not covered under a building lease.
 - (d) The Contractor shall track equipment purchased by the AAAs and their subcontractors on the CDA 9024 form.

b) Contractor Reporting Requirements

The Contractor shall:

- (1) Track equipment purchased on the CDA 9024 form.

5. Title III C-1 and C-2 Meals (Includes To-Go and Restaurant Options Meals) – A program to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to: To-Go Meals and Restaurant Option Meals.

(Notes: 1-Current OCNP providers may bid on To-Go and Restaurant option meals. 2- New providers may also bid on this program.)

a) Contractor General Service Requirements for Title III C-1 and III C-2

The Contractor shall:

- (1) Provide meals in accordance with the OAA, California Code of Regulations (CCR), and Older Californians Nutrition Program Menu Guidance.
- (2) Provide meals that follow the current Dietary Guidelines for Americans (DGA) and provide one-third of the Dietary Reference Intakes (ORI) in each meal as documented in Older Californians Nutrition Program.
- (3) Meet food safety and sanitation standards as required by the California Retail Food Code.
- (4) Quarterly monitor food facilities for safe food handling and sanitation practices.

b) Contractor Service Requirements for Title III C-1 To-Go Meals:

The Contractor shall meet the following criteria for Title III C-1 To-Go Meals:

- (1) For C-1 To-Go meals that are consumed onsite:
 - (a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).
- (2) For C-1 To-Go meals that are consumed offsite:
 - (a) Meal is picked up by the client (or representative) or delivered to the client.
 - (b) In-person or virtual interaction is included with the meal. Examples include:
 - (i) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.
 - (ii) In-person, one-on-one interaction during the meal with program volunteer.
 - (iii) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
 - (iv) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
 - (c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
 - (d) The service provider is not responsible for tracking confirmation of planned attendance or verifying the client attends the virtual activity.

c) Contractor Service Requirements for Title III C-2 To-Go Meals:

The Contractor shall meet the following criteria for Title III C-2 To-Go Meals:

- (1) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
- (2) Meal is consumed off-site (i.e., not in a congregate setting).
- (3) Participation in in-person or virtual interaction with the meal is declined or is not available.
- (4) Complete initial assessments for all new C-2 clients within two (2) weeks of the start of service.
 - (a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted "in the home" does not apply if meals are picked up rather than home-delivered; assessments may be completed in-person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
- (5) Complete quarterly eligibility reassessments for all C-2 clients.
 - (a) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted "in the home" every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.
- (6) Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.

d) Contractor Service Requirements for Restaurant Option Meals:

The Contractor shall:

- (1) Provide meal services through either model:
 - (a) Designated mealtime; program staff or volunteer present.
 - (b) Unrestricted mealtime; program staff/volunteer not present.
- (2) Provide eligible clients with vouchers (paper or electronic) to be exchanged for meals at designated restaurants.
- (3) Provide clients with the opportunity to voluntarily contribute toward the cost of the service either on-site if program staff/volunteer is present or by mailing a monthly/quarterly voluntary contribution letter to clients if program staff/volunteer is not present during mealtime.

e) Contractor Reporting Requirements:

The Contractor shall:

- (1) Report the following information monthly in Nutrition Modernization Data Reporting Tool (DRT):
 - (a) Title III C-1: To-Go and Restaurant Option meals that include in-person or virtual interaction with the meal:
 - (i) Report as C-1 meals, and
 - (ii) Unduplicated C-1 clients.
 - (b) Title III C-1: Restaurant Option meals that include in-person or virtual interaction with the meal:
 - (i) Report vouchers issued.
 - (c) Title III C-2: To-Go meals that are consumed offsite without in-person or virtual interaction with the meal:
 - (i) Report as C-2 meals, and
 - (ii) Unduplicated C-2 clients.

C. PROGRAM SERVICE AREAS

The following table defines the Regional Service Areas (RSA) for all program options in this in this RFP. You may provide services to one or multiple RSAs.

North Desert	Adelanto, Apple Valley, Argus, Baker, Baldy Mesa, Cima, Edwards Air Force Base, El Mirage, Fort Irwin, Helendale, Hesperia, Hinkley, Ivanpah, Kelso, Kramer, Lucerne Valley, Oak Hills, Oro Grande, Phelan, Pinon Hills, Red Mountain, Silver Lakes, Spring Valley Lake, Summit Valley, Trona, Victorville, Wheaton Springs, Wrightwood, and surrounding areas.
East Desert	Amboy, Bagdad, Barstow, Big River, Cadiz, Calico, Copper Mountain Mesa, Desert Heights, Earp, Goffs, Johnson Valley, Joshua Tree, Landers, Lenwood, Ludlow, Morongo Valley, Needles, Nipton, Newberry Springs, Parker Dam, Pioneer Town, Saltus, Twenty-nine Palms, Vidal, Wonder Valley, Yermo, Yucca Valley, and surrounding areas.
Mountain	Angelus Oaks, Arrowbear, Mt. Baldy, Baldwin Lake, Barton Flats, Big Bear City, Big Bear Lake, Big Bear Valley, Blue Jay, Boulder Bay, Cedar Glen, Cedarpines Park, Crestline, Deer Lodge Park, Enchanted Forest, Erwin Lake, Fawnskin, Forest Falls, Fredalba, Green Valley, Green Valley Lake, Lake Arrowhead, Lytle Creek, Moonridge, Mountain Home Village, Oak Glen, Rim Forest, Running Springs, San Antonio Heights, Seven Oaks, Sky Forest, Sugar Loaf, Twin Peaks, Valley of Enchantment, and surrounding areas.
Valley	Arrowhead Farms, Bloomington, Bryn Mawr, Chino, Chino Hills, Colton, Crafton, Del Rosa, Devore, East Highland, Fontana, Glen Helen, Grand Terrace, Highland, Little 3 rd , Loma Linda, Mentone, Muscoy,

	Montclair, Ontario, Patton, Rancho Cucamonga, Redlands, Reche Canyon, Rialto, Rosena Ranch, San Bernardino, Upland, West Cajon Valley, Yucaipa, and surrounding areas.
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D. RESERVED.

E. RESERVED.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a Proposal for consideration. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.
2. Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** Electronic response must be submitted through the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bso/view/login/login.xhtml>. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph B – RFP Contact.
3. The Proposer acknowledges that its electronic signature is legally binding. Submittals in ePro will be opened from the system's encrypted lock box after the deadline and evaluated as stated in this RFP.
4. Paper (hard copy) responses may be submitted in addition to electronic submission, by mail or in person to the RFP Contact and will be time/date stamped when received. Proposals can be withdrawn at any time prior to the scheduled Deadline for Proposals.

Hand carried Proposals may be delivered to the RFP Contact between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

5. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
6. Proposals must be complete in all aspects as required in this Section. A Proposal may not be considered if it is conditional or incomplete.
7. Proposals must be received at the designated location, specified in Section I, Paragraph B – RFP Contact, no later than the date and time specified in Section I, Paragraph J – Proposal Submission Deadline.
8. All Proposals and materials submitted become the property of the County.

B. Proposal Format

Responses to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. **Presentation**

Submit all hard copies of the Proposal on 8 ½ x 11 paper recycled paper with double-sided printing, unless specifically shown to be impractical, with no less than ½" top, bottom, left, and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than twelve (12) characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center or right margin of the page.

Hard copy submissions require one (1) original, which may be bound.

The Proposal package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – Modernizing Older Californians Act-Nutrition Services, RFP HS# 23-16.**"

Proposals must also be submitted electronically through ePro under ePro Bid# DAAS124-OAAGI-5267 no later than the submission deadline.

2. **Cover Page**

Use **Attachment A** as the cover page.

This form must be fully completed and signed by an authorized officer of the Proposer.

3. **Table of Contents**

All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

4. **Statement of Certification**

Include the following on **Attachment B**:

- a. A statement that the offer made in the Proposal is firm and binding for nine (9) months from the Deadline for Proposals.
- b. A statement that all aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer (competitor) for the purpose of restricting competition.
- c. A statement that all declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.
- d. A statement that the Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.
- e. A statement that the Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.
- f. A statement that the Proposer, if selected will comply with all applicable rules, laws and regulations.
- g. A statement that the Proposer has reviewed the RFP and General Contract Terms in their entirety and have no exceptions to any requirements, terms or conditions, except as noted in **Attachment H**.
- h. Reserved.

5. **Statement of Experience and Qualifications**

Include the following in this section of the Proposal:

- a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity that must be registered with the California Secretary of State, Proposer shall provide the County the entity number assigned to it by the Secretary of State.
- b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
- c. Statement that the Proposer has a demonstrated capacity to perform the required Services.

- d. Statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capacity for recruiting such staff.
- e. Description of experience of principal individuals of the Proposer's present organization in areas of financial and management responsibility, including names of principal individuals' current position or office and their years of service experience, including capacity, magnitude, and type of work.
- f. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last three (3) years, which involve similar type projects, show for each such contract:
 - 1) Date of termination or completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
- g. Identifying controlling interest in any other firms providing equivalent or similar services. If none, so state.
- h. Identifying financial interest in other lines of business. If none, so state.
- i. Disclose pending litigation, involving Proposer and any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- j. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- k. Statement that the Proposer does not have any commitments or potential commitments that may impact the Proposer's assets, lines or credit, guarantor letters, or ability to perform the Contract, if awarded.

6. Licenses, Permits, and/or Certifications

Provide copies of all licenses, permits and/or certifications in **Attachment C** as required under Section X. TERMS AND CONDITIONS Paragraph A, 22. Please provide all licenses and permits required, as stated in the California Retail Food Code:

<https://www.cdph.ca.gov/Programs/CEH/DFDCS/Pages/FDBHSCodes.aspx>

7. Financials

Provide Proposer's Annual Report for the previous two years. Proposer must also include the three (3) most recent and complete annual independently audited financial statements; the most recent shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and for-profit entities shall provide unaudited financial statements in lieu of audited financial statements. If audited financial statements are not available, please provide un-audited financial statements along with a certification from the Proposer's accountant that the information accurately reflects the Proposer's current financial status. If the Proposer is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the Proposer's current financial status. Governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

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 RFP.

Submit an agreement to the right of the County, state and federal governments to audit the Proposer's financial and other records.

8. Project Team Organization Chart

Provide an organization chart illustrating the project team, and clearly show the organization of the team and the hierarchy of the members. It must include:

- a. Organizational framework for the proposed project team.
- b. Company name and staff name for each role identified in the chart.
- c. Resumes of key personnel, including qualifications, education, and project experience

9. Proposal Description

The Proposal should include the following:

- a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet them. This should provide a broad understanding of Proposer's entire Proposal.
- b. A narrative description of proposed plan to achieve project goal, objectives, and requirements.
- c. A detailed statement of the proposed Services.
- d. A detailed plan or activities.
- e. An explanation of how the Proposer will meet any Program Considerations as required.
- f. An explanation of how the Proposer's plan will be sustainable beyond one-time funding.
- g. Milestones and deliverable charts, as applicable.
- h. An explanation of any assumptions or constraints.

10. Work Plan and Schedule

Include the following:

- a. Summary of management/work plan for this Project.
- b. Project schedule

11. Certification Regarding Debarment or Suspension

Complete **Attachment D**

12. Cost

Complete proposed pricing on **Attachment E**.

13. References

Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of this nature. Provide Contact Name, Address, Phone Number, and dates Services were provided on **Attachment F**.

14. Former County Officials

Complete **Attachment G**.

15. Exceptions to RFP

Complete **Attachment H**.

16. Public Records Act Exemptions

Complete Attachment I – Public Records Act Exemptions if applicable.

17. Indemnification and Insurance Requirements Affidavit

Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit **Attachment J** – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.

18. Local Vendor Preference Self-Certification

Complete **Attachment L** – Local Vendor Preference Self-Certification, if applicable.

19. Subcontractor Information

If the Proposer plans to subcontract any portion of the Service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agency of the subcontractor, that includes the name and address of the subcontractor, type of work to be performed, and percentage of the total work of the Proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of California Department of Social Services Manual of Policies and Procedures Division 23, Section 604, and the Contractor shall be responsible for the performance of the subcontractor.

20. Complaint and Grievance Procedure

A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County's procedure as defined in **Exhibit A** or provide a copy of the Proposer's Complaint and Grievance Procedure.

21. Privacy and Security

A statement that the Contractor will ensure all staff, volunteers, and/or Subcontractors performing Services will comply with the Privacy and Security requirements Section X. Terms and Conditions Paragraph A.9.

22. Campaign Contribution Disclosure (SB 1439)

Complete **Attachment M** – Campaign Contribution Disclosure (SB 1439).

VII. EVALUATION

Proposals will be subject to an Initial Review to confirm responsiveness, by determining whether each Proposal includes the stipulated content, required certifications or licensing, etc., and is presented in the required format, in order for the Proposal to advance for evaluation. Any reasonable person reviewing for responsiveness must be able to ascertain that the Proposal meets these requirements.

No Proposal shall be rejected 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, the County may choose to accept the Proposal.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

The evaluation process includes the following categories and may include additional specific criteria. Likewise, the listed considerations are possible considerations, and may not be the only factors involved in the evaluation. Proposals meeting the above requirements will be evaluated on the basis of the following criteria.

A. QUALIFICATIONS AND EXPERIENCE

Weight: 30%

Considerations: Proposer background and reputation, qualifications of the project team, experience with similar services and entities, demonstrated capacity to perform the required service, ability to follow OAA and CCR guidelines.

B. FINANCIAL REVIEW

Weight: 5%

Considerations: Applies when financial stability and responsibility is deemed pertinent to the intended contract award, at the sole discretion of the County. Statements and/or tax information is evaluated by qualified individuals, most often at the Auditor-Controller's Office.

C. TECHNICAL REVIEW

Weight: 30%

Considerations: Understanding of the County's needs, detailed statement of proposed services, adequacy of program/work plan, adequacy of facilities and resources, possession of required permits and certifications, proposal meets specifications in RFP.

D. COST/REVENUE

Weight: 30%

Considerations: Cost effectiveness of Proposer's services.

E. REFERENCES

Weight: 5%

Considerations: Satisfactory performance of similar work, demonstrated knowledge and expertise, work product, quality of interactions, capability of assigned team members, likelihood of continued use, etc.

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

The County may, at its sole discretion, create a shortlist of Proposals for further evaluation; require an oral interview, presentation, or demonstration; and utilize outside experts to assist in the evaluation process; and/or issue a request for Best and Final Offer (BAFO) from one or more Proposers.

The County will establish an evaluation panel with responsibility for reviewing all Proposals and conducting the evaluation. A Facilitator will manage the integrity of the evaluation process and will not be a voting member of the evaluation panel. An initial meeting will be scheduled and held with the evaluation panel members, wherein the Facilitator will distribute all relevant documents to the evaluators including the RFP, evaluation worksheets for each Proposal, and written evaluation instructions.

After the initial meeting, evaluators will independently review and score the Proposals. The evaluation panel will then convene again to discuss the individual scores to resolve questions and to discuss the basis for individual scores, but not for the evaluators to agree upon scoring. At the end of this discussion, each evaluator will be given an option to revise his/her scores.

Evaluators will make independent determinations for scores, including review and understanding of any additional information obtained by the group discussion. In the event a score is revised, the evaluator will strike out the original score, document the new score, and provide comments to support the revision.

If clarifying information is needed at any point, the Facilitator will contact Proposer(s) to obtain the necessary information. The Facilitator will then provide the information to the evaluation panel electronically or verbally, as appropriate.

If the evaluation process includes components such as oral interviews, product demonstration, and/or site visits, the Facilitator will coordinate those with evaluators. Individual scoring and any subsequent evaluation panel meetings with respect to such components must be conducted.

Once all ratings are finalized and documented, the Facilitator will collect individual evaluation worksheets to create a final evaluation scoring worksheet.

VIII. NEGOTIATIONS AND NOTICE OF INTENT TO AWARD

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

A. Contract Negotiation

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the request for Proposals. If the Contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

B. Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner; or
2. Fails to negotiate in good faith; or
3. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or
4. If the Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of Contract negotiations, a written or electronic Notice of Intent to Award (NOIA) and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

D. Review of Financial Performance

As indicated in Section VII, Section B, financial information may be used to evaluate and select the Proposal(s) deemed to be in the County's best interest. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to Contract award. Financial performance deemed unsatisfactory by the County may result in non-award or a recommendation for award to another Proposer(s).

E. Award

A Contract(s) will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

IX. APPEAL AND AWARD

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the address listed in Section I, Paragraph B, of this RFP. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing, and
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above.

Upon receipt of the formal Protest, the Assistant Executive Officer, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Assistant Executive Officer, or his/her designee, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The County will consider only those specific issues addressed in the written protest. The Assistant Executive Officer, or his/her designee, shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Assistant Executive Officer, or his/her designee, shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

X. TERMS AND CONDITIONS

The selected Proposer will be required to enter into a formal Contract with the County. This RFP sets forth some of the general provisions which will be included in the final Contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the Proposal identifies an objection and County agrees to a change of language in writing. All objections to any Terms and Conditions must be listed on **Attachment H** – Exceptions to RFP or any exception thereto shall be waived.

A. General

1. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

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. Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

4. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

5. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

Contractor 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 DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The 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.

In addition to the documentation of DOJ clearance, Contractor shall obtain clearance from the Federal Bureau of Investigation (FBI) and Child Abuse Central Index (CACI), and 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, prior to providing any services. The 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.

Contractor shall notify the County of any board member, staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

6. Change of Address

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

7. Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

8. Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

9. Confidentiality

Contractor shall ensure that all staff, volunteers and/or Subcontractors performing Services under this Contract comply with the terms and conditions as set forth in the Human Services Information Privacy and Security Requirements specified at <http://hss.sbcounty.gov/Privacy> prior to providing any Services. Contractor shall immediately notify the County of any suspected or actual breach of confidential information as further detailed in the requirements. These requirements specified at <http://hss.sbcounty.gov/Privacy> are hereby incorporated by this reference.

- a. Read, understand, and comply with the Privacy and Security Requirements Summary.
- b. Ensure employees, subcontractors, agents, volunteers, and interns who have access to Personally Identifiable Information (PII) complete the Privacy and Security Training and execute the training acknowledgement form and other training materials annually.
- c. Ensure employees, subcontractors, agents, volunteers, and interns who have access to PII sign the Confidentiality Statement annually.
- d. Report actual, suspected or potential breaches of PII immediately to the Human Services Privacy and Security Office via email at: HSPrivacySecurityOfficer@hss.sbcounty.gov.

10. Primary Point of Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

11. County Representative

The Assistant Executive Officer or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of

Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

12. Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.

13. Debarment and Suspension

Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR) Subpart 9.4.

The Contractor certifies that:

- a. neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>).
- b. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a 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;
- c. 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 Section X.A.13.b herein; and
- d. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

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 Proposal.

14. Drug and Alcohol-Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place

and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

15. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

16. Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

18. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

19. Improper Consideration

Contractor 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 Contract.

The County, by written notice, may immediately 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 Proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. 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.

20. Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Licenses, Permits, and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain required licenses, permits, and certifications may result in immediate termination of this Contract.

23. Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

24. Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

25. Nondisclosure

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

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is

not limited to technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

26. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

27. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

28. Reserved

29. Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

30. Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

31. Release of Information

No news releases, advertisements, public announcements, or photographs arising out of this the Contract or Contractor's relationship with County may be made or used without prior written approval of the DAAS-PG Director or their designee and shall include County approved branding.

32. 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.

33. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

34. Subcontracting

Contractor agrees not to enter into any subcontracting Contracts for work contemplated under the Contract without first obtaining written approval from the County and the Director of Department of Aging and Adult Services-Public Guardian through the HS Contracts Unit. Any subcontractor shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any subcontractor's contract.

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain

directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph B of this Section X. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to subsection A.5 of this Section X.

For any subcontractor, Contractor shall:

- 34.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 34.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 34.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Section V, Scope of Work.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with County.

35. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the goods or services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

36. Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

37. Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

38. Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

39. Reserved

40. Reserved

41. Fiscal Provisions

- a. The maximum amount of reimbursement/payment under this Contract shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.
- b. Contractor will submit a completed program invoice with required supporting documentation once a month to DAAS by the tenth (10th) County business day of each month following the month of service. DAAS shall reimburse contractor only for services included and authorized in resulting agreements. The provider shall not seek reimbursement from DAAS for any services reimbursed in whole or in part by any other payor. Whenever provider is not in compliance with any provision of this Application, DAAS may withhold payment of any invoice submitted to DAAS by provider until such time as suitable documentation is submitted to DAAS. DAAS shall not approve any request for payment of funds until contractor has filed properly completed reports required under any resulting agreements.
- c. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- d. Contractor shall accept all payments from County via electronic fund transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- e. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- f. Costs for Services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

42. Reserved.

43. Reserved.

44. Former County Administrative Officials

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County 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.

45. Vacancies

Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

46. Complaint and Grievance Procedure

Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.

Contractor will ensure that staff are knowledgeable on the Department of Aging and Adult Services-Public Guardian's Client Complaint and Grievance Procedure-Older American Act *Programs* (**Exhibit A**) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

47. Contractor Board of Directors' Meetings

Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.

48. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA) (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code Section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

49. Reserved

50. Elder and Dependent Adult Abuse Reporting

Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:

- a. Contractor will ensure that all known or suspected instances of elder or dependent adult abuse are reported to Department of Aging and Adult Services-Public Guardian (DAAS-PG), Adult Protective Services.
- b. In accordance with Welfare and Institutions Code section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants, or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
- c. Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults by telephone immediately or as soon as practically possible, under the following circumstances:
 - 1) When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

- 2) When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect.
- 3) A written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) must be submitted within two (2) working days of making the telephone report to the responsible agency, as defined below in Item 4.
- 4) If the abuse has occurred in a long-term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement.
- 5) If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental services or to the local law enforcement.
- 6) If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.

Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

51. Conflict of Interest

Contractor shall make every reasonable effort to prevent employees, consultants, or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.

Contractor's duties and services under this Contract shall not include preparing or assisting the County with any portion of the County's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the County. The County entering this Contract shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the County to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Contract.

52. Reserved

53. Pro-Child Act of 1994

Contractor will comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

54. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

55. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401 et seq.); section 508 of

the Clean Water Act (33 U.S.C. section 1251 et seq.); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R.).

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

56. Records

Contractor shall maintain all records and management books pertaining to service delivery under this Contract 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 San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. 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 Code of Federal Regulation (CFR) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy. Please refer to http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for further information.

Contractors expending \$750,000 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.

57. Public Accessibility

Contractor shall ensure that Services provided are accessible by public transportation.

58. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work, timeliness or the level of performance under the Contract, notification, including all relevant information, will be made within one (1) working day, in writing and by telephone to the County.

59. 211 Registration

Contractor shall register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract effective date and follow necessary procedures to be included in the 2-1-1 database. The Contractor shall notify the 2-1-1 San Bernardino County Inland Empire United Way of any changes in program services, location or contact information within ten (10) days of any change. Services performed as a result of being included in the 2-1-1 database, are separate and apart from the services being performed under this Contract and payment for such services will not be the responsibility of the County.

60. Ownership Rights

The state and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free,

nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.

61. Iran Contracting Act (applies to RFPs/Contracts of \$1,000,000 or more)

In accordance with Public Contract Code section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

62. Force Majeure

Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

63. Executive Order N-6-22 Russian Sanctions (applicable to contracts with State funding)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

64. Political Contributions

Contractor has disclosed to the County using a County approved form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer

[Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector, or the District Attorney] for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary, or otherwise related business entity of Contractor.

65. **Reserved.**

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional 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 insureds with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights

The Contractor shall require the carriers of the required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and County or between the County and any other insured or additional insured under the policy.

Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire

without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor(s)/Applicant(s) will be reduced to pay for County purchased insurance.

Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the these 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 change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

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

Workers' Compensation/Employers Liability

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 two hundred- and fifty-thousand-dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Contractor and all risks to such persons under this Contract.

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 Director of Risk Management.

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.

Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse, and underground hazards.
- e. Personal Injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Services Requirements

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

OR

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

OR

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after Contract completion.

Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

Cyber Liability Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

C. Right to Monitor and Audit

1. Right to Monitor

The County, State and Federal governments shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have the absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.

2. Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of Contract.

All records relating to the Contractor's personnel, Contractors, Subcontractors, Service/Scope of Work, and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include 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 comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after 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 San Bernardino County) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, Contractor may, at the County's option, be required to reimburse the 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

Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by County, who shall prepare and file with County, within sixty (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.

5. Reserved.

D. Correction of Performance Deficiencies

1. In the event of a problem or potential problem that could impact the quality or quantity of work, Services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
2. Failure by Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract.
3. Contractor's Primary Contact and County Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this Contract. If these representatives are unable to resolve a dispute, controversy or claim with ten (10) days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

If the Primary Contact and County Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Officer, or designee and the highest level executive for Contractor. If these representatives are unable to resolve the dispute within ten (10) days after the representatives have commenced negotiations, or twenty (20) days have passed since the initial request for negotiations at this level, the Parties may agree in writing to submit the dispute to mediation.

4. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
 - a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County.
 - b. Withhold funds pending duration of the breach.
 - c. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery.
 - d. Offset against any monies billed by Contractor but yet unpaid by the County.
 - e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
5. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter

existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

E. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual 5300 to 5365.3, California Government Code section 11019.9, Department of General Services Management Memo 06-12, and Department of Finance Budget Letter 06-34, and California Department of Aging (CDA) Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets include, but are not limited to:

- a. Information collected and/or accessed in the administration of the State programs and services.
- b. Information stored in any media form (paper or electronic).

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt, or use an equally effective measure, any data collected under this Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices, including, but not limited to, laptops, personal digital assistants, and notebook computers, and/or portable electronic storage media, including, but not limited to, discs, and thumb/flash drives, portable hard drives.

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive, and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
- b. "Identifying information" shall include, but is not limited to, name, identifying number, social security number, State Driver License or State identification number, financial account numbers, symbol, or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- c. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, any identifying information obtained under the terms of this Contract to anyone other than DAAS and/or CDA without prior written authorization from DAAS or CDA, except by court order. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- d. The Contractor may allow a participant to authorize the release of information to specific entities but shall not require or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Training/Education

- 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 or Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Training must be conducted within thirty (30) days of the start date of the Contract or within thirty (30) days of the start date of any new employee, subcontractor, or volunteer.
- b. 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.

5. Contractor's Confidentiality Statement

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

6. 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.

7. Notification of Security Breach to Data Subjects

- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary, measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

8. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems on which data collected under this Contract that is confidential, sensitive, and/or personal may be used.

F. Equal Employment/Employment Discrimination/Civil Rights

1. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the San Bernardino County Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); 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, applicant 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 the County.

2. Employment Discrimination

During the term of the Contract, Proposer shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Proposer shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other

application Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

3. 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 the County within thirty (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, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7-Section 3 of the Defense of Marriage Act].

4. S.W.A.G.

The Contractor and its Subcontractor Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

5. Bilingual and Linguistic Program Services

Provision of Services

- a. The Contractor shall take reasonable steps, based upon the linguistic needs of the service area to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [Title 22 CCR 98211].
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - 1) Interpreters or bilingual providers and provider staff.
 - 2) Contracts with interpreter services.
 - 3) Use of telephone interpreter lines.
 - 4) Sharing of language assistance materials and services with other providers.
 - 5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - 6) Referral to culturally and linguistically appropriate community service programs.
- c. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [Title 22 CCR 98324].

Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [Title 22 CCR 98370].

6. Equity

Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.

- a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
- b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
- c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing, and overall delivery of human services.
- d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
- e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
- f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
- g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.

ATTACHMENT A – COVER PAGE

Use this checklist to ensure that all items requested have been included.

Items Completed		Page (s)
1.	Attachment A – Cover Page	
2.	Attachment B – Statement of Certification (1 page)	
3.	Attachment C – Licenses, Permits, and/or Certifications	
4.	Attachment D – Certification Regarding Debarment or Suspension; California Secretary of State Business Entity Registration	
5.	Attachment E – Cost	
6.	Attachment F – References	
7.	Attachment G – Employment of Former County Officials	
8.	Attachment H – Exceptions to RFP	
9.	Attachment I – Public Records Act Exemptions	
10.	Attachment J – Indemnification and Insurance Requirements Affidavit (1 page)	
11.	Attachment K- Reserved	
12.	Attachment L – Local Vender Preference Self-Certification (1 page)	
13.	Attachment M – Campaign Contribution Disclosure (SB 1439) (3 pages)	
14.	Financials (Two Years)	
15.	Attachment N- Letter of Intent (2 pages)	

Proposer Name: _____

Address: _____

Telephone No.: () _____ FAX No.: () _____

Email Address: _____

Federal Tax ID: _____

RFP Contact: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

**ATTACHMENT B
STATEMENT OF CERTIFICATION**

The following statements are incorporated in our response to San Bernardino County.

	Statement	Agree (initial)	Agree with qualification (initial and attach explanation)
1.	The offer made in the Proposal is firm and binding for nine (9) months from the date the Proposal is opened.		
2.	All aspects of the Proposal, including cost, have been determined independently, without consultation with any other Proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the Proposal and attachments are true and that this shall constitute a warranty, the falsity of which will entitle the County to pursue any remedy by law.		
4.	Proposer agrees that all aspects of the RFP and the Proposal submitted shall be binding if the Proposal is selected and a Contract awarded.		
5.	Proposer agrees to provide the County with any other information the County determines is necessary for an accurate determination of the Proposer's ability to perform the Services as proposed.		
6.	Proposer, if selected will comply with all applicable rules, laws and regulations.		
7.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in Attachment H.		

ATTACHMENT C

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (ie: License, Permit, Certifications)

Include DIR Registration No. of Contractor and Subcontractors

EXPIRATION

[illegible]

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the San Bernardino County government, the County may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

North Desert Service Area

ATTACHMENT E - COST

Services to be Offered (check all that apply)	Service Category	Unit of Service	Annual Number of Service Units	Annual Number of Unduplicated Clients Served	Requested Annual Funding Amount
<input type="checkbox"/>	Brown Bag Program A program that provides both surplus, and donated edible fruits, vegetables, and other unsold food products to low-income older individuals aged 60 and over.	1 Bag of Groceries	_____	_____	\$_____
<input type="checkbox"/>	Groceries Program A program that provides assistance to Older American Act (OAA) participants aged 60 and over in the form of food items. (Notes: 1-Current Older Americans Act (OAA) service providers may bid on this program. 2-New Providers who bid on this program must also bid on the C1/C2 program in this RFP.)	1 Grocery delivery (regardless of number of bags)	_____	_____	\$_____
<input type="checkbox"/>	Intergenerational Activities A program that plans, develops, and implements activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults for mutually beneficial intergenerational activities and/or meals. (Notes: 1-Current OCNP provider bids must use funds for more meals and/or IG activities. 2-Current IIIB or IIIE providers may bid to provide IG activities and invite OCNP participants to the Intergenerational activities. OCNP provider list can be provided for outreach for activities to reach the needed population.)	1 Meal 1 Activity	Meal _____ Activity_____	OCNP Client_____ Participant under age 60_____	\$_____
<input type="checkbox"/>	Nutrition Infrastructure A program for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals. (Notes: 1-Current OAA service providers may bid on this program. 2-New providers interested in Nutrition Infrastructure program must also bid on the C1/C2 program in this RFP. 3-Infrastructure funds must be spent by 03/31/2026.)	1 Improvement (1 purchase, 1 upgrade, 1 refurbishment)	_____	N/A	\$_____
<input type="checkbox"/>	Title III C-1 and C-2 Meals A program to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to To-Go Meals (Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes) and Restaurant Option Meals (AAAs and/or nutrition providers contract with foodservice establishments such as restaurants, cafes, food trucks, and grocery stores for hot and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations). (Notes: 1-Current OCNP providers may bid on To-Go and Restaurant option meals. 2- New providers may also bid on this program.)	C-1 Meals C-1 Clients C-2 Meals C-2 Clients Vouchers Issued	C-1 Meal_____ C-2 Meal_____ Vouchers_____	C-1 Client_____ C-2 Client_____	\$_____

Days and Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

East Desert Service Area

ATTACHMENT E - COST

Services to be Offered (check all that apply)	Service Category	Unit of Service	Annual Number of Service Units	Annual Number of Unduplicated Clients Served	Requested Annual Funding Amount
<input type="checkbox"/>	Brown Bag Program A program that provides both surplus, and donated edible fruits, vegetables, and other unsold food products to low-income older individuals aged 60 and over.	1 Bag of Groceries	_____	_____	\$_____
<input type="checkbox"/>	Groceries Program A program that provides assistance to Older American Act (OAA) participants aged 60 and over in the form of food items. (Notes: 1-Current Older Americans Act (OAA) service providers may bid on this program. 2-New Providers who bid on this program must also bid on the C1/C2 program in this RFP.)	1 Grocery delivery (regardless of number of bags)	_____	_____	\$_____
<input type="checkbox"/>	Intergenerational Activities A program that plans, develops, and implements activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults for mutually beneficial intergenerational activities and/or meals. (Notes: 1-Current OCNP provider bids must use funds for more meals and/or IG activities. 2-Current IIIB or IIIE providers may bid to provide IG activities and invite OCNP participants to the Intergenerational activities. OCNP provider list can be provided for outreach for activities to reach the needed population.)	1 Meal 1 Activity	Meal _____ Activity_____	OCNP Client_____ Participant under age 60_____	\$_____
<input type="checkbox"/>	Nutrition Infrastructure A program for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals. (Notes: 1-Current OAA service providers may bid on this program. 2-New providers interested in Nutrition Infrastructure program must also bid on the C1/C2 program in this RFP. 3-Infrastructure funds must be spent by 03/31/2026.)	1 Improvement (1 purchase, 1 upgrade, 1 refurbishment)	_____	N/A	\$_____
<input type="checkbox"/>	Title III C-1 and C-2 Meals A program to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to To-Go Meals (Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes) and Restaurant Option Meals (AAAs and/or nutrition providers contract with foodservice establishments such as restaurants, cafes, food trucks, and grocery stores for hot and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations). (Notes: 1-Current OCNP providers may bid on To-Go and Restaurant option meals. 2- New providers may also bid on this program.)	C-1 Meals C-1 Clients C-2 Meals C-2 Clients Vouchers Issued	C-1 Meal_____ C-2 Meal_____ Vouchers_____	C-1 Client_____ C-2 Client_____	\$_____

Days and Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Mountain Service Area

ATTACHMENT E - COST

Services to be Offered (check all that apply)	Service Category	Unit of Service	Annual Number of Service Units	Annual Number of Unduplicated Clients Served	Requested Annual Funding Amount
<input type="checkbox"/>	Brown Bag Program A program that provides both surplus, and donated edible fruits, vegetables, and other unsold food products to low-income older individuals aged 60 and over.	1 Bag of Groceries	_____	_____	\$_____
<input type="checkbox"/>	Groceries Program A program that provides assistance to Older American Act (OAA) participants aged 60 and over in the form of food items. (Notes: 1-Current Older Americans Act (OAA) service providers may bid on this program. 2-New Providers who bid on this program must also bid on the C1/C2 program in this RFP.)	1 Grocery delivery (regardless of number of bags)	_____	_____	\$_____
<input type="checkbox"/>	Intergenerational Activities A program that plans, develops, and implements activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults for mutually beneficial intergenerational activities and/or meals. (Notes: 1-Current OCNP provider bids must use funds for more meals and/or IG activities. 2-Current IIIB or IIIE providers may bid to provide IG activities and invite OCNP participants to the Intergenerational activities. OCNP provider list can be provided for outreach for activities to reach the needed population.)	1 Meal 1 Activity	Meal _____ Activity_____	OCNP Client_____ Participant under age 60_____	\$_____
<input type="checkbox"/>	Nutrition Infrastructure A program for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals. (Notes: 1-Current OAA service providers may bid on this program. 2-New providers interested in Nutrition Infrastructure program must also bid on the C1/C2 program in this RFP. 3-Infrastructure funds must be spent by 03/31/2026.)	1 Improvement (1 purchase, 1 upgrade, 1 refurbishment)	_____	N/A	\$_____
<input type="checkbox"/>	Title III C-1 and C-2 Meals A program to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to To-Go Meals (Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes) and Restaurant Option Meals (AAAs and/or nutrition providers contract with foodservice establishments such as restaurants, cafes, food trucks, and grocery stores for hot and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations). (Notes: 1-Current OCNP providers may bid on To-Go and Restaurant option meals. 2- New providers may also bid on this program.)	C-1 Meals C-1 Clients C-2 Meals C-2 Clients Vouchers Issued	C-1 Meal_____ C-2 Meal_____ Vouchers_____	C-1 Client_____ C-2 Client_____	\$_____

Days and Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

Valley Service Area

ATTACHMENT E - COST

Services to be Offered (check all that apply)	Service Category	Unit of Service	Annual Number of Service Units	Annual Number of Unduplicated Clients Served	Requested Annual Funding Amount
<input type="checkbox"/>	Brown Bag Program A program that provides both surplus, and donated edible fruits, vegetables, and other unsold food products to low-income older individuals aged 60 and over.	1 Bag of Groceries	_____	_____	\$_____
<input type="checkbox"/>	Groceries Program A program that provides assistance to Older American Act (OAA) participants aged 60 and over in the form of food items. (Notes: 1-Current Older Americans Act (OAA) service providers may bid on this program. 2-New Providers who bid on this program must also bid on the C1/C2 program in this RFP.)	1 Grocery delivery (regardless of number of bags)	_____	_____	\$_____
<input type="checkbox"/>	Intergenerational Activities A program that plans, develops, and implements activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults for mutually beneficial intergenerational activities and/or meals. (Notes: 1-Current OCNP provider bids must use funds for more meals and/or IG activities. 2-Current IIIB or IIIE providers may bid to provide IG activities and invite OCNP participants to the Intergenerational activities. OCNP provider list can be provided for outreach for activities to reach the needed population.)	1 Meal 1 Activity	Meal _____ Activity_____	OCNP Client_____ Participant under age 60_____	\$_____
<input type="checkbox"/>	Nutrition Infrastructure A program for capacity and infrastructure improvements for the OCNP including purchasing, upgrading, or refurbishing infrastructure for the production and distribution of OCNP meals. (Notes: 1-Current OAA service providers may bid on this program. 2-New providers interested in Nutrition Infrastructure program must also bid on the C1/C2 program in this RFP. 3-Infrastructure funds must be spent by 03/31/2026.)	1 Improvement (1 purchase, 1 upgrade, 1 refurbishment)	_____	N/A	\$_____
<input type="checkbox"/>	Title III C-1 and C-2 Meals A program to modernize and/or expand the OCNP and appeal to new clients through options including, but not limited to To-Go Meals (Meals that are picked up by OCNP clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting or are unable to attend during congregate mealtimes) and Restaurant Option Meals (AAAs and/or nutrition providers contract with foodservice establishments such as restaurants, cafes, food trucks, and grocery stores for hot and/or cold meals. OCNP clients may use vouchers to obtain meals at contracted locations). (Notes: 1-Current OCNP providers may bid on To-Go and Restaurant option meals. 2- New providers may also bid on this program.)	C-1 Meals C-1 Clients C-2 Meals C-2 Clients Vouchers Issued	C-1 Meal_____ C-2 Meal_____ Vouchers_____	C-1 Client_____ C-2 Client_____	\$_____

Days and Hours of Operation

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

ATTACHMENT E - COST

Complete this page for each RSA	Brown Bag Program	Groceries Program	Intergenerational Activities	Nutrition Infrastructure	Title III C-1 and C-2 Meals
Personnel Costs					
Fringe Benefits					
Indirect Costs*					
Rent					
Supplies					
Equipment**					
Travel Expenses					
Training					
Other Operating Expenses					
Total Program Cost					

Definitions:

* Indirect Costs: Costs incurred for a common or joint purpose that are not directly related to contracted services. Amount may not exceed 8% of Direct Costs.

**Equipment: Tangible property with a useful life of more than one (1) year and an acquisition cost of \$500 or more. All equipment purchases require prior approval of County.

ATTACHMENT F - REFERENCES

Name of Agency	Contact Name/Address	Phone Number	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

ATTACHMENT H – EXCEPTIONS TO RFP

CONTRACTOR NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

I have reviewed the RFP in its entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME _____

ADDRESS _____

TELEPHONE# () _____ FAX # () _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

If you have any questions about the Insurance Requirements, please contact San Bernardino County - Risk Management Department, at (909) 386-8655 (Please provide name of RFP with your question(s)).

ATTACHMENT L



Purchasing

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____
meets all of the following requirements:

**LOCAL VENDOR PREFERENCE
SELF-CERTIFICATION**

Vendor Legal Name _____
Vendor Representative _____
Vendor Address _____
City, State, Zip _____
Phone _____
Email _____
Federal Tax ID # _____

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
Location(s)
- Have been open and established since _____;
Date
- Have had on-going business activity in the field of _____ since _____
(which is at least six months prior to the issuance of the solicitation); *Nature of Business* *Date*
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

- _____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.
- _____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.
- _____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.
- _____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

Date *Name* *Position*

Reviewed By: _____



Attachment M Campaign Contribution Disclosure (SB 1439)

PROPOSAL INFORMATION

Request for Proposal Title: Modernization of Older Californian's Act – Nutrition Services

Request for Proposal Number: RFP No.HS23-16 / DAAS124-OAAGI-5267

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Proposers must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Entity/Individual submitting a proposal: _____
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5
No ☐
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: _____
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): _____
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship

6. Name of agent:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the proposed contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):

8. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No ☐ If **no**, please skip Question No. 9.

Yes ☐ If **yes**, please continue to complete this form.

9. Name of Board of Supervisor Member:

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members to whom anyone listed made campaign contributions.

By signing the Proposal, Proposer certifies that the statements made herein are true and correct. The Proposer understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors while this matter is pending and for 12 months after a final decision by the County.

Request for Proposal
San Bernardino County RFP# HS 23-16/ePro Bid# DAAS 124-OAAGI-5152
ATTACHMENT N
Letter of Intent

This is to notify San Bernardino County Department of Aging and Adult Services (DAAS) that the organization listed below has obtained and reviewed the Request for Proposal, (RFP) No HS 23-16, issued by the DAAS for Modernization of Older Californian's Act-Supportive Services, and that our organization is interested in submitting a proposal in response to this RFP as indicated below. **Deadline for submission of this Letter of Intent is Day, Month/Day/Year. Failure to meet the deadline will disqualify Proposer from being awarded a contract.**

Legal Name of Organization: _____

Federal Employer Identification Number (EIN): _____

Data Universal Numbering System (DUNS): _____

Legal Form of Organization (check one):

- ☐ Non-Profit 501(c)(3)
- ☐ Non-Profit 501(c)(4)
- ☐ Non-Profit Other (Specify):
- ☐ Government City Government
- ☐ Government County Government
- ☐ Government Special District of Local Government
- ☐ Government Other (Specify):
- ☐ For-Profit Corporation
- ☐ For-Profit Limited Liability Company (LLC)
- ☐ For-Profit Limited Partnership (LP)
- ☐ For-Profit General Partnership (GP)
- ☐ For-Profit Limited Liability Partnership (LLP)
- ☐ For-Profit Sole Proprietorship

My organization's initial qualifications to provide services are indicated by the following:

Please place a check mark by the appropriate response.

☐ The prospective Contractor has no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent Agreement performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.

☐ The prospective Contractor has the ability to maintain adequate files and records and meet statistical reporting requirements.

☐ The prospective Contractor has the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

☐ The prospective Contractor meets other presentation and participation requirements listed in this RFP.

☐ The prospective Contractor can register on the County's Electronic Procurement Network (ePro).

☐ The prospective Contractor has a DUNS number.

☐ The perspective Contractor has a minimum of three (3) continuous years of experience providing this type of service.

☐ Contractor provide a minimum of three (3) references from other customers, involving the Contractor's delivery of services that demonstrate the ability of the Contractor to provide ENP services as outlined in this RFP. All references must have names, titles, and phone numbers.

Letter of Intent does not guarantee a contract and is not in lieu of a proposal.



Aging and Adult Services
Public Guardian

EXHIBIT A

CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

As a recipient of services provided by the Older Americans Act (OAA) programs, you, or a person authorized to act on your behalf, can file a complaint against contractors, volunteers, and employees of programs administered by the Department of Aging and Adult Services – Public Guardian (DAAS-PG), the designated local Area Agency on Aging (AAA) for San Bernardino County.

You have a right to confidentiality and your right to privacy will be respected to the extent possible. Only information relevant to your complaint will be released to the responding party unless you consent otherwise.

PURPOSE

The *Client Complaint and Grievance Procedure* establishes a process for reviewing and resolving grievances promptly and to facilitate the resolution of grievances informally at the lowest level possible.

SERVICE PROVIDER

OAA program services may be provided by DAAS-PG staff (direct services) or community-based organizations via county contracts (contracted services).

Direct services:

- Senior Information and Assistance (SIA) (Title IIIB and IIIE)
- Senior Community Service Employment Program (Title V)

Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)

Note: If your complaint involves an issue of professional conduct that is under the jurisdiction of another entity, you will be referred to the appropriate organization to pursue your complaint.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE

EXHIBIT A

Older Americans Act Programs

COMPLAINTS

Complaints may involve, but are not limited to:

- Amount or duration of a service.
- Denial or discontinuance of a service.
- Dissatisfaction with the service provided or with the service provider.
- Failure of the service provider to comply with any of the requirements in the contract or regulations.
- If you believe you have been discriminated against or there has been a violation of any laws or regulations.

PROCESS OVERVIEW

All programs strive to review concerns, complaints, and grievances promptly and facilitate resolution at the lowest level possible.

Following is an overview of the grievance process:

Level I Review

1. Complainant submits grievance form (OAA GV 7406) to the service provider.
2. Level I review conducted by the service provider.
3. Complainant receives a written decision from the service provider.
4. Complainant may submit an appeal, if desired.

Level II Review

5. Level II review conducted by DAAS-PG Administration.
6. Complainant receives a written decision from DAAS-PG Administration.
7. Complainant may submit an appeal and request an impartial hearing, if desired.

Hearing

8. Final grievance review by Hearing Officer/Panel.

continued on next page

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE
Older Americans Act Programs

EXHIBIT A

FIRST LEVEL OF GRIEVANCE (LEVEL I)

The contracted service provider is the first administrative level of resolution for complaints regarding OAA program services.

Note: If the complaint is regarding direct services, the complaint will be investigated and responded to under the provisions of Level II grievance.

Timeframes

- You must complete and submit the grievance form (OAA GV 7406) to the contracted service provider within **one (1) week** of the alleged violation.
- If possible, discuss issue with the contracted service provider and make a good faith effort to resolve. The service provider will issue a written response **no later than ten (10) business days** after receipt of grievance, or from date of discussion.

Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may appeal the decision of the provider to second-level review.

SECOND LEVEL OF GRIEVANCE (LEVEL II)

DAAS-PG Administration is the second level of resolution for complaints regarding OAA program services. The provisions of this section shall apply to the following:

- When the AAA (DAAS-PG) is the direct service provider and the subject of the complaint.
- If you are dissatisfied with the contracted service provider's response at the first level of grievance.

Time Frame

If the contract provider does not resolve your complaint, you may appeal their decision to the second level of grievance **within fifteen (15) business days** of their written decision.

Instructions

All second level grievances must be submitted in writing and contain the information referenced in the first level of grievance.

- If you cannot submit a written complaint at this level, you, or your authorized designee, may request DAAS-PG to verbally accept the complaint or provide assistance in writing out the complaint.
- If DAAS-PG writes out the complaint, the complainant must review and sign the written complaint.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE
Older Americans Act Programs

EXHIBIT A

Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian
Attention: Deputy Director - Administration
784 East Hospitality Ln.
San Bernardino, CA 92415
Fax: (909) 891-3940

Processing

- The Deputy Director, or designee, will conduct an impartial investigation of the written complaint. A good faith effort will be made to resolve the complaint.
- A written response will be prepared and issued **no later than fifteen (15) business days** after receipt of the complaint.
- The written response will address the merits of the complaint and will provide a resolution to the complaint or deny the complaint with an explanation.

Resolution

If resolved at this level no further action is required. If your complaint is not resolved, you may exercise your right to request an Administrative Hearing pursuant to Section 7406 of Title 22.

FINAL LEVEL OF GRIEVANCE (HEARING)

An impartial hearing officer/panel is the final level of resolution for complaints regarding OAA program services.

Time Frames

- If you are dissatisfied with the results of the review conducted at the second level of grievance, you may appeal the decision **within thirty (30) days** from the receipt of the written report and request a hearing to present your complaint orally before an impartial hearing officer/panel.
- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of the hearing request.
- A proposed decision will be issued **no later than thirty (30) days** after the date of hearing.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.

Instructions

- Your request for a hearing can be made either orally or in writing to the Director of San Bernardino County, Department of Aging and Adult Services.

•
CLIENT COMPLAINT AND GRIEVANCE PROCEDURE
Older Americans Act Programs

EXHIBIT A

-
- A hearing will be scheduled **no later than forty-five (45) days** from the receipt of your hearing request.
 - You will be notified of the following:
 - The date, time, and location of the hearing.
 - Your right, and other party's right, to be present at the hearing and/or to have another person act on their behalf, including the right to have legal counsel present.

Hearing Procedure

- An impartial hearing officer or panel will manage the hearing.
- All persons testifying at the hearing will be placed under oath or affirmation.
- The hearing will be informal with testimony being restricted to the issues requiring resolution.
- Technical rules of evidence and procedure will not apply at the hearing.
- During the hearing all parties will have the right to:
 - present evidence and witnesses.
 - examine witnesses and other sources of relevant information and evidence.
 - be recorded verbatim, either electronically or stenographically.

Conclusion of the Hearing

- **No later than thirty (30) days** after the date the hearing was held, the hearing officer/panel will prepare a proposed decision based upon all relevant evidence presented and will consider applicable policies, procedures, regulations, and laws governing the program in reaching a decision.
- The proposed decision will include the following:
 - a description of each issue.
 - a statement indicating the complaint was upheld or denied. In the case of complaints that are upheld, an explanation of the remedy will be included.
 - a citation of applicable laws and regulations.
- The proposed decision will be forwarded to the Director of DAAS-PG for issuance of a final decision.
- If the complaint is against the Director of DAAS-PG, the proposed decision will be forwarded to the Chairperson of the Governing Board for issuance of a final decision.
- **No later than thirty (30) days** after receipt of the proposed decision, the Director or the Chairperson shall either adopt the proposed decision as the final decision or write a new final decision.
- The decision will be mailed to the parties involved.
- The decision is final and not subject to appeal.
- The decision will include procedures for ensuring that the remedies, if any, specified in the final decision are implemented.

CLIENT COMPLAINT AND GRIEVANCE PROCEDURE
Older Americans Act Programs

EXHIBIT A

CIVIL RIGHTS

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

Deputy Director, Administration
Department of Aging and Adult Services-Public Guardian
784 East Hospitality Ln.
San Bernardino, CA 92415

EXHIBIT A



Aging and Adult Services
Public Guardian

CLIENT COMPLAINT AND GRIEVANCE Older Americans Act Programs

Instructions

You must complete and submit the grievance form (OAA GV 7406) **within one (1) week** of the alleged violation.

Complete the attached form and provide the requested information:

- Name, mailing address, and telephone number of complainant or person authorized to act on behalf of the complainant.
- Date and time of occurrence and names of individuals involved.
- Name of Service Provider, and type of service involved.
- Description of the grievance. Be as specific as possible.
- Names of witnesses and contact information, if any.
- If applicable, cite the alleged violation of regulation, law or policy.
- Requested remedy or resolution.
- Signature.

Complaints Regarding Contracted Services

Submit the completed form (OAA GV 7406) directly to the contracted service provider.

Contracted services:

- Title IIIB – Supportive Services
- Title IIIC – Older Californians Nutrition Program
- Title IIID – Disease Prevention and Health Promotion Program
- Title IIIE – Family Caregiver Support Program
- Title VII and VIIA – Long Term Care Ombudsman, and Prevention of Elder Abuse, Neglect, and Exploitation
- Health Insurance Counseling and Advocacy Program (HICAP)

Complaints Regarding Direct Services

Submit the completed form to DAAS-PG Administration. Complaints may be hand delivered, mailed, or sent via fax to:

Department of Aging and Adult Services-Public Guardian
Attention: Deputy Director
784 East Hospitality Ln.
San Bernardino, CA 92415
Fax: (909) 891-3940

Direct services:

- Senior Information and Assistance (SIA) (Title IIIB and IIIE)
- Senior Community Service Employment Program (Title V)



Aging and Adult Services
Public Guardian

EXHIBIT A

CLIENT COMPLAINT AND GRIEVANCE FORM
Older Americans Act Programs

Grievant Name	Name of Service Provider
Mailing Address	Date of Action Causing Grievance
Telephone Number	Date of Meeting with Contract Provider
Grievance Description (Provide a clear and concise statement. Attach additional sheets if necessary.)	
Remedy Sought	
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.	
This information provided is true and accurate to the best of my knowledge.	
Grievant Signature	Date Filed



Aging and Adult Services
Public Guardian

EXHIBIT A

CLIENT COMPLAINT AND GRIEVANCE – LEVEL I REVIEW
Older Americans Act Programs

_____	_____
Grievant Name	Name of Service Provider
_____	_____
Mailing Address	Date of Action Causing Grievance

GRIEVANCE REVIEW - LEVEL I	
A written response must be issued to the Grievant no later than ten (10) business days after receipt of grievance, or from date of discussion.	
_____	_____
Date Received	Level I Reviewer Printed Name
_____	_____
Response Date	Level I Reviewer Signature
Level I Decision (Attached on separate sheet)	

GRIEVANT ACKNOWLEDGEMENT AND RESPONSE TO FIRST LEVEL REVIEW	
If the contract provider does not resolve your complaint at the first level of grievance, you may appeal their decision to the second level of grievance within fifteen (15) business days of their written decision.	
<input type="checkbox"/> I agree with decision and do not appeal to the second level. <i>Please return one copy of this form to the Service Provider.</i>	
<input type="checkbox"/> I do not agree with decision and appeal to the second level. <i>Please return one copy of this form to DAAS-PG Administration.</i>	
_____	_____
Grievant Signature	Date Signed

Appeals may be hand delivered, mailed, or faxed to:

*DAAS-PG Administration
Attention: Deputy Director
784 East Hospitality Ln.
San Bernardino, CA 92415
Fax: (909) 891-3940*



Aging and Adult Services
Public Guardian

EXHIBIT A

CLIENT COMPLAINT AND GRIEVANCE – LEVEL II REVIEW
Older Americans Act Programs

<hr/> Grievant Name	<hr/> Name of Service Provider
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GRIEVANCE REVIEW - LEVEL II				
A written response must be issued to the Grievant no later than fifteen (15) business days after receipt of first level appeal.				
<table style="width: 100%;"><tr><td style="width: 30%;"><hr/>Date Received</td><td style="width: 70%;"><hr/>Level II Reviewer Printed Name</td></tr><tr><td><hr/>Response Date</td><td><hr/>Level II Reviewer Signature</td></tr></table>	<hr/> Date Received	<hr/> Level II Reviewer Printed Name	<hr/> Response Date	<hr/> Level II Reviewer Signature
<hr/> Date Received	<hr/> Level II Reviewer Printed Name			
<hr/> Response Date	<hr/> Level II Reviewer Signature			
Level II Decision (Attached on separate sheet)				

If DAAS-PG Administration does not resolve your complaint at the second level of grievance, you may appeal their decision and request an impartial hearing within fifteen (15) business days of their written decision.	
<input type="checkbox"/> I agree with the decision and do not appeal for a hearing.	
<input type="checkbox"/> I do not agree with the decision and appeal for a hearing.	
Reason for appeal:	
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
<hr/> Grievant Signature	<hr/> Date Signed

This form may be hand delivered, mailed, or faxed to: **DAAS-PG Administration**
Attention: Deputy Director
784 East Hospitality Ln.
San Bernardino, CA 92415
Fax: (909) 891-3940

EXHIBIT B

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

EXHIBIT B

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- ☐ Is in full compliance with the 128 Encryption requirements.
- ☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number



Nutrition and Wellness Bureau

EXHIBIT C

Older Californians Nutrition Program Menu Guidance



This document is only intended to provide clarification on the application of the Dietary Guidelines for Americans requirement per existing laws to providers of the Older Californians Nutrition Program.

EXHIBIT C

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Purpose & Overview

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The Older Californians Nutrition Program Menu Guidance includes instruction on applying the Dietary Guidelines for Americans, 2020-2025 to menu planning for the Older Californians Nutrition Program (OCNP). This menu guidance is based on the Dietary Guidelines and other related sources (see *Resources* section on page 31).

The Dietary Guidelines provide science-based advice on what to eat and drink to promote health, reduce risk of chronic disease, and meet nutrient needs. They focus on the public, including healthy individuals as well as those who are at risk of chronic disease. The Dietary Guidelines is designed for health professionals, policymakers, and others to assist the public in making food and beverage choices that are enjoyable, affordable, promote health and help prevent chronic disease.

The overarching differences between the [Dietary Guidelines for Americans, 2020-2025](#) and prior editions include:

- ❖ For the first time, the Dietary Guidelines provide recommendations for healthy dietary patterns at every life stage, from infancy through older adulthood.
- ❖ Emphasis is placed on the importance of a healthy dietary pattern as a whole - rather than on individual nutrients, foods, or food groups in isolation.
- ❖ The Dietary Guidelines includes a call to action to help the public "make every bite count with the Dietary Guidelines for Americans". As nutrition and health professionals, we are called to help people make food and beverage choices that are rich in nutrition—individual choices that can become a healthy routine over time.

The Dietary Guidelines provide four overarching guidelines that encourage healthy eating patterns at each stage of life:

1. Follow a healthy dietary pattern at every life stage.
2. Customize and enjoy nutrient-dense food and beverage choices to reflect personal preferences, cultural traditions, and budgetary considerations.
3. Focus on meeting food group needs with nutrient-dense foods and beverages and stay within calorie limits.
4. Limit foods and beverages higher in added sugars, saturated fat, and sodium, and limit alcoholic beverages.

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Background

Since 1980, the U.S. Departments of Agriculture (USDA) and of Health and Human Services (HHS) review, update, and publish the Dietary Guidelines every five years.

The Dietary Guidelines establish the scientific and policy basis for all Federal nutrition food assistance programs and provide information for making food choices that promote health and prevent disease. The Dietary Guidelines are based on current science and priority has been placed on scientific studies that examine the relationship between diet and health across all life stages, in men, women, and children from diverse racial and ethnic backgrounds, who are healthy or at risk of chronic disease. A committee of experts recommends revisions to the Dietary Guidelines based on a comprehensive review of current scientific evidence and with consideration of Federal agency and public comments.

The Older Americans Act (OAA) and the California Code of Regulations (CCR) require that the Title III-C Nutrition Program complies with the most recent Dietary Guidelines and the Dietary Reference Intakes (DRI). The intent of these requirements is to sustain and improve participant health through the provision of safe and nutritious meals.

Menus that follow the Dietary Guidelines and provide one-third of the DRIs in each meal help to prevent nutrient deficiencies and reduce the risk of chronic diseases such as heart disease, cancer, and stroke. The menu planning guidance incorporates the key nutrient recommendations from the Dietary Guidelines that impact the health of older adults.



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The Dietary Reference Intakes

As noted in the OAA and the CCR, meals must meet one-third of the DRIs. The DRIs are established and updated by the National Academies of Sciences, Engineering, and Medicine to provide requirements and limits for nutrients. The DRIs include four categories of reference intake values intended to help individuals optimize their health, prevent disease, and avoid consuming too much of a nutrient. The DRI values include:

- ❖ Estimated Average Requirement (EAR): Average daily nutrient intake level estimated to meet the requirement of half the healthy individuals in a particular age, sex, and life-stage group.
- ❖ Recommended Dietary Allowance (RDA): Average daily nutrient intake level sufficient to meet the nutrient requirement of nearly all (97-98%) healthy individuals in a particular age, sex, and life-stage group.
- ❖ Adequate Intake (AI): An intake (not a requirement) that is likely to exceed the actual requirements of almost all individuals in an age, sex, and life-stage group; established when scientific evidence is not sufficient to determine an RDA.
- ❖ Tolerable Upper Intake Level (UL): the highest average daily nutrient intake level likely to pose no risk of adverse health effects for nearly all people in a particular age, sex, and life-stage group.

Research indicates using the highest DRI value available, the RDAs, will ensure meals provide adequate nutrients to the population served. The AI value is used when the RDA is not available for a particular nutrient. (Note: This is the case with fiber and potassium).



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Menu Planning Requirements

General Menu Planning Requirements

Providing nutritious meals is a fundamental goal of the OCNP. Nutritional adequacy in menu planning is of key importance since the meals represent a significant percentage of participants' daily intake. According to research of OAA participants (Mabli et al. 2017), participants obtained about 40 percent of their daily caloric intake, as well as 35 to 47 percent of their daily nutrient intake, from the OAA Nutrition Program meals.

Meals incorporating the DRIs are nutritionally adequate; in other words, they have a low probability of nutrient inadequacy or excess. The DRIs ensure nutrient adequacy in menu planning, while the Dietary Guidelines provide recommendations for healthy eating patterns and food choices. Utilizing the Dietary Guidelines along with the DRIs in menu planning ensures that meals meet the nutrient needs of older adults in a healthy and enjoyable dietary pattern.

Nutritionally adequate meals can help improve the diets of older adults by increasing the consumption of fruits, vegetables, whole grains, dairy and by providing adequate protein. Nutritionally adequate meals also reduce the intake of added sugars, saturated fat, and sodium to help older adults achieve recommendations and manage and avoid chronic conditions. Providing nutrient-dense options within each food group and appropriate portion sizes is also important since the caloric needs of older adults decline with age.

A healthy dietary pattern includes:

- ❖ Vegetables of all types—dark green; red and orange; beans, peas, and lentils; starchy; and other vegetables
- ❖ Fruits, especially whole fruit
- ❖ Grains, at least half of the daily grains are whole grain
- ❖ Dairy, including fat-free or low-fat milk, yogurt, and cheese, and/or lactose-free versions and fortified soy beverages and yogurt as alternatives
- ❖ Protein foods, including lean meats, poultry, and eggs; seafood; beans, peas, and lentils; and nuts, seeds, and soy products
- ❖ Oils, including vegetable oils and oils in food, such as seafood and nuts

A healthy dietary pattern limits:

- ❖ Added sugars to less than 10 percent of calories per day
- ❖ Saturated fat to less than 10 percent of calories per day
- ❖ Sodium to less than 2,300 milligrams per day

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Special Nutrition Considerations

In addition to nutrients that are of concern for the general population, including calcium, vitamin D, potassium, and fiber, older adults have some special nutrition considerations.

Protein:

Adequate protein intake is important for older adults to prevent the loss of lean muscle mass that occurs naturally with age. Provide at least 15 grams of protein per meal from the protein and dairy/soy alternatives food groups (refer to the Food Group section).

Vitamin B12:

The ability to absorb vitamin B12 can decrease with age. Additionally, certain medications can decrease absorption. Vitamin B12 is found in foods of animal origin including tuna, salmon, beef, eggs, milk, yogurt, and cheese. B12 may also be added to some fortified foods such as breakfast cereals.

Beverages:

It is important that older adults drink adequate fluids to prevent dehydration and aid in the digestion of food and absorption of nutrients. In addition to water, unsweetened fruit or vegetable juice, and low-fat or fat-free milk or fortified soy beverages help to increase fluid intake. Nutrition providers should encourage participants to drink water to promote adequate hydration and water must be readily accessible to participants during mealtimes.

Requirements of Meals

In accordance with the OAA Section 339 and CCR Section 7638.5, the following requirements must be met for OCNP meals:

- ❖ Meals are in compliance with the most recent Dietary Guidelines and provide to each participating older individual:
 - A minimum of one-third of the DRIs per meal if the program provides one meal per day.
 - A minimum of two-thirds of the DRIs if the program provides two meals per day.
 - 100 percent of the DRIs if the program provides three meals per day.

If multiple meals are offered per day, each meal must provide one-third of the DRIs; however, the meals may be combined to meet the required DRIs if able to verify that the participant is receiving all meals. For example, if a nutrition provider verifies that a participant receives two meals per day, the combined meals must meet two-thirds of the DRIs and be supported by a meal analysis.

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- ❖ Meal analysis is conducted using either a nutrient analysis or a meal component pattern and is approved by a Registered Dietitian (RD) to ensure compliance with Dietary Guidelines and DRIs.
- ❖ Food substitutions to originally planned meals are approved by a RD.
- ❖ Menus meet the following requirements:
 - are planned for a minimum of four weeks.
 - are posted in a location easily seen by participants at meal sites and are provided to home-delivered meal participants.
 - are legible and easy to read in the language of the majority of the participants.
 - reflect cultural and ethnic dietary preferences of participants when feasible and appropriate.

Participant Preferences

The meal planning process must not only include an evaluation of menus for nutritional adequacy but must also include procedures for obtaining participants' input regarding meals. Incorporating participant food preferences, including likes and dislikes and cultural food preferences, is a key aspect of successful menu planning.

Offer Versus Serve

Offer Versus Serve (OVS) is a concept that applies to menu planning and meal service. OVS requires that all meal components must be offered to every eligible older individual receiving a meal; however, individuals can decline any component they choose. Giving individuals the option to select what items they want to eat can help reduce food waste.

If a significant number of meal participants consistently decline a particular item, a nutrition provider should consider routinely offering an alternative item. For example, if meal participants consistently decline milk, the provider may consider offering a nutritionally equivalent food or beverage from the dairy and soy alternatives food group that is preferred by those participants.

Dietary Patterns and Target Nutrients

EXHIBIT C

Dietary Patterns

The Dietary Guidelines include dietary patterns that provide a framework for healthy eating. A dietary pattern consists of nutrient dense forms of foods and beverages across all food groups, in recommended amounts, and at appropriate calorie levels.

The Healthy U.S.-Style Dietary Pattern is USDA's primary dietary pattern and is the primary pattern used for the OCNP menu guidance. Other options for menu planning include USDA's Healthy Vegetarian Eating Pattern and the Dietary Approaches to Stop Hypertension (DASH) dietary pattern.

Each dietary pattern is available in various caloric levels. The sample dietary patterns found in Appendices 1 - 4 are based on 1600 calories per day. Caloric needs are based on several factors, including age, sex, height, weight, level of physical activity. The caloric needs of older adults generally decrease due to reductions in basal metabolic rate that occur with aging. The 1600 calorie level meets the minimum caloric requirements of an older adult female, which is representative of the majority of the older adult population served by the OCNP.

RDs may determine the dietary pattern that best suits the population served. Additionally, the calorie level of the dietary pattern may be increased to meet the minimum caloric requirements of an older adult male (2000 calories per day) if the majority of the population served is male. Dietary patterns for higher calorie levels can be found in the Dietary Guidelines for Americans, 2020-2025, Appendix 3, Table A3-2.



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Target Nutrients

The nutritional goals listed in Table 1 represent the current DRI values, per meal and per day, for target nutrients to meet the DRIs for a 51+ year old female which corresponds to 1600 calories per day.

Table 1. Nutritional Goals Per Day and Per Meal for Target Nutrients

Nutrient	Source*	Target per Day	Target per Meal
Calories (Kcal)	AMDR	1600	550 - 650
Protein (g) *	RDA	≥ 46	≥ 15 (from protein and dairy/soy alternative groups)
Fat (% of total calories)	ADMR	20 - 35%	20 - 35%
Saturated Fat (% of total calories)	DGA	≤ 10%	≤ 10%
Fiber (gm)	AI	≥ 22	≥ 7 (weekly average)
Calcium (mg)	RDA	≥ 1200	≥ 400 (weekly average)
Magnesium (mg)	RDA	≥ 320	≥ 105 (weekly average)
Potassium (mg)	AI	≥ 2600	≥ 860 (weekly average) **
Sodium (mg)	AI and CDRR	≤ 2300	≤ 760 (weekly average)
Vitamin A (mcg RAE***)	RDA	≥ 700	≥ 233 (2 - 3 meals out of 5 meals per week)
Vitamin D (IU)	RDA	600	200 (weekly average)
Vitamin C (mg)	RDA	≥ 75	≥ 25
Vitamin B12 (ug)	RDA	2.4	0.8 (weekly average)

* AI = Adequate Intake, AMDR = Acceptable Macronutrient Distribution Range; CDRR = Chronic Disease Risk Reduction Level; DGA = Dietary Guidelines for Americans, 2020-2025; RDA = Recommended Dietary Allowance.

** Prior to 2019, the AI for K+ was 4700 (1565 per meal) but was updated in 2019 to 2600 (860/meal) for women and 3400 (1133 per meal) for men. Source: <https://www.nap.edu/read/25353/chapter/8#120>

*** RAE = Retinol Activity Equivalents

Menu Analysis

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Compliance Requirements

Menus must be analyzed for nutritional adequacy and to ensure that the meals follow the Dietary Guidelines and provide a minimum of one-third of the DRIs as required by the OAA and CCR. Nutritional adequacy is based on standardized recipes and nutritional information published by the manufacturers for all menu items, including condiments. Nutritional information for fresh fruits and vegetables should be based on the type and amount to be served. All menus, and any substitutions, must be approved by a RD.

To meet compliance requirements, meals must supply a minimum of one-third of the DRIs for:

- ❖ Calories
- ❖ Protein
- ❖ Fiber
- ❖ Calcium
- ❖ Vitamin A
- ❖ Vitamin C

Additionally, meals should not exceed 760 mg sodium per meal, on average per week.

Menus may be analyzed using either the Computerized Nutrient Analysis or the Component Meal Pattern system.

Nutrient Analysis

Computerized nutrient analysis is the most accurate method for analyzing meals for nutritional adequacy. Meals are in compliance with requirements when they meet one-third of the DRIs for target nutrients, provide an appropriate calorie level, and follow the Dietary Guidelines.

Component Meal Pattern:

The component meal pattern serves as a basic framework for menu planning. Meals are in compliance with requirements when food component guidelines and serving sizes are followed. A sample component meal pattern is pictured in Figure 1 and is also available on the CDA website.

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Figure 1. Sample Component Meal Pattern

PM 21-XX Menu Guidance for the Older Californians Nutrition Program Sample Component Meal Pattern					
Nutrition Provider: _____					
Menu Approved by: _____			Approved Date: _____		
Menu Cycle Date: _____			Week: _____		
Food Group	Monday	Tuesday	Wednesday	Thursday	Friday
PROTEIN (2 oz equivalent) 2 oz equiv: - 2 oz meat - ½ cup beans					
VEGETABLES ¹ (1 - 2 servings) 1 serving: - ½ cup cooked - 1 cup raw * indicates high in Vit C ** indicates high in Vit A					
FRUITS ¹ (1 serving) 1 serving: - 1 medium fruit - ½ cup chopped * indicates high in Vit C ** indicates high in Vit A					
GRAINS (1 - 2 servings) 1 serving: - 1 slice bread - ½ cup rice or pasta * indicates whole grains (½ of					
Dairy and Soy Alternatives (1 serving) 1 serving: - 8 oz milk, yogurt, or soy beverage - 1½ ounces cheese					
Other (optional) (dessert, condiments)					
Sodium ² (≤ 760 mg/meal) List mg sodium per meal					

¹ Requirement for Vit C source (25 mg) per meal and Vit A source (233 µg) 2 - 3 times per week. Indicate foods high in Vit C (*) and Vit A (**).

² Meals containing ≥ 1000 mg sodium must be identified as high sodium on the menu (for example, by using salt shaker icon). Must not serve more than one high sodium meal.

To ensure nutrient adequacy using the component meal pattern, it is necessary to include specific types of fruits and vegetables, whole grains, high fiber foods, and the sodium content of foods and beverages.

❖ **Fiber:**

A weekly average of seven grams of fiber per meal can be met by including foods high in fiber each meal such as:

- Whole grains; vegetables; fruits; beans, peas, and lentils; nuts and seeds

❖ **Calcium and Vitamin D:**

Provide a calcium-rich food at each meal, such as:

- Milk, yogurt, and fortified soy beverages

Dietary sources of Vitamin D include:

- Seafood and foods that are fortified with Vitamin D, including milk and fortified soy beverages

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❖ **Vitamin A:**

One-third of the DRI for vitamin A can be met by including a food high in vitamin A at least two to three times per week such as:

- Spinach, sweet potato, pumpkin, carrots, cantaloupe, red peppers

❖ **Vitamin C:**

One-third of the DRI for Vitamin C can be met by including a food high in vitamin C each meal such as:

- Fruits: orange, kiwi, strawberries, cantaloupe, tomato
- Vegetables: broccoli, green/red pepper, brussels sprouts

❖ **Sodium:**

Limit sodium to a weekly average of less than or equal to 760 mg per meal.

Meals containing over 1000 mg of sodium must not exceed more than one meal per week. Tips for reducing the sodium content of meals are found in Figure 2.



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Food Groups

The Dietary Guidelines include recommendations for food groups—vegetables, fruits, grains, dairy, and protein foods. A healthy dietary pattern consists of nutrient-dense foods and beverages from each of the food groups, in recommended amounts. Selections, serving sizes, and tips are provided for each of the food groups in this section.

Protein Foods

When developing menus, be sure to include a variety of protein foods from both animal and plant sources. The meat, poultry, and egg subgroup is a common source of protein. Meat and poultry selections should be from fresh, frozen, or canned, and in lean forms (e.g., chicken breast or ground turkey) instead of processed meats (e.g., hot dogs, sausages, ham, and luncheon meats). Add variety by including foods from the seafood, fortified soy products, and beans, peas, and lentils subgroups which provide important nutrients that support health and are under consumed in older adults. For example, the beans, peas, and lentils subgroup provides dietary fiber while many choices within the seafood subgroup provide vitamins D, B12, and beneficial fatty acids.

Each meal should contain a minimum of a two-ounce protein equivalent from the categories below. If the two-ounce protein equivalent provided does not contain adequate protein, the requirement to provide 15 grams of protein per meal may be met by also counting the grams of protein provided from the dairy/soy alternatives food group. The following are examples of a two-ounce protein equivalent:

- 2 ounces cooked, edible portion of meat, poultry, seafood
- 2 eggs
- ½ cup cooked beans or tofu
- 2 tablespoons nut or seed butter
- 1 ounce nuts or seeds

The protein food group includes the following subgroups:

Meat, Poultry, Eggs: Meats include lean or low-fat beef, goat, lamb, pork, and game meat. Poultry includes chicken, Cornish hens, duck, game birds, goose, and turkey. Eggs include chicken eggs and other birds' eggs.

Seafood: Select seafoods that are lower in methylmercury such as anchovy, black sea bass, catfish, clams, cod, crab, crawfish, flounder, haddock, hake, herring, lobster, mullet, oyster, perch, pollock, salmon, sardine, scallop, shrimp, sole, squid, tilapia, freshwater trout, light tuna, and whiting.

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Beans, Peas, and Lentils: All cooked from dry or canned beans, peas, chickpeas, and lentils: for example, black beans, black-eyed peas, bayo beans, chickpeas (garbanzo beans), edamame, kidney beans, lentils, lima beans, mung beans, pigeon peas, pinto beans, and split peas. Does not include green beans or green peas.

Please Note: Beans, peas, and lentils are part of the protein food group and the vegetable group but are counted in one group only. For example: If you are serving vegetarian burrito bowls with pinto beans and bell peppers, the pinto beans would be used to meet the protein requirement and would not count toward the vegetable requirement.

Nuts, Seeds, Soy Products: Nuts and seeds include all nuts (tree nuts and peanuts), nut butters, seeds (e.g., chia, flax, pumpkin, sesame, and sunflower), and seed butters (e.g., sesame or tahini and sunflower). Soy includes tofu, tempeh, and products made from soy flour, soy protein isolate, and soy concentrate. Nuts and seeds should be unsalted.



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Vegetables

Healthy dietary patterns include a variety of vegetables from all five vegetable subgroups—dark green; red and orange; beans, peas, and lentils; starchy; and other. These include all fresh, frozen, canned, and dried options in cooked or raw forms, including 100% vegetable juices. Vegetables in their nutrient-dense forms have limited additions such as salt, butter, or creamy sauces.

Each meal should contain a minimum of one to two servings of vegetables, and a variety of vegetables from each of the five subgroups should be included each week. Meeting the recommended servings of vegetables will contribute to meeting the requirement for 7 grams of fiber per meal (may average fiber over the number of meals provided per week).

The serving size for vegetables includes:

- ½ cup fresh, chopped, cooked, frozen, or canned vegetable
- 1 cup raw leafy salad greens
- ½ cup 100% vegetable juice
- ½ cup dried vegetable

Creating a healthy menu will require offering foods from all vegetable subgroups, offering a variety of different vegetables from each subgroup, and shifting to nutrient-dense forms. Vegetables can be part of many types of mixed dishes, from burgers, sandwiches, and tacos, to pizza, stews, pasta dishes, grain-based casseroles, and soups. Strategies to increase vegetable intake include increasing the vegetable content of mixed dishes or providing smaller main dishes to allow for more nutrient dense vegetables as side dishes. When counting vegetable servings in mixed dishes, it is important to review recipes to ensure the portion provided meets the required serving size for vegetables.

The vegetable group includes five subgroups and at least one serving from each subgroup should be included in the menu each week. The five subgroups include:

Dark-Green Vegetables: All fresh, frozen, and canned dark-green leafy vegetables and broccoli, cooked or raw: for example, amaranth leaves, basil, beet greens, bitter melon leaves, bok choy, broccoli, chrysanthemum leaves, chard, cilantro, collards, cress, dandelion greens, kale, mustard greens, romaine lettuce, spinach, nettles, turnip greens, and watercress.

Red and Orange Vegetables: All fresh, frozen, and canned red and orange vegetables or juice, cooked or raw: for example, calabaza, carrots, red chili peppers, red or orange bell peppers, pimento/pimiento, sweet potatoes, tomatoes, 100% tomato juice, and winter squash such as acorn, butternut, kabocha, and pumpkin.

EXHIBIT C

Beans, Peas, Lentils: All cooked from dry or canned beans, peas, chickpeas, and lentils: for example, black beans, black-eyed peas, bayo beans, brown beans, chickpeas (garbanzo beans), cowpeas, edamame, fava beans, kidney beans, lentils, lima beans, mung beans, navy beans, pigeon peas, pink beans, pinto beans, split peas, soybeans, and white beans. Does not include green beans or green peas.

Please Note: Beans, peas, and lentils are part of the protein food group and the vegetable group but should be counted in one group only. For example: If you are serving vegetarian burrito bowls with pinto beans and bell peppers, the pinto beans can only be used to meet the protein requirement and cannot count toward the vegetable requirement.

Starchy Vegetables: All fresh, frozen, and canned starchy vegetables: for example, breadfruit, burdock root, cassava, corn, jicama, lotus root, lima beans, immature or raw (not dried) peas (e.g., cowpeas, black-eyed peas, green peas, pigeon peas), plantains, white potatoes, salsify, tapioca, taro root (dasheen or yautia), water chestnuts, yam, and yucca.

Other Vegetables: All other fresh, frozen, and canned vegetables, cooked or raw: for example, artichoke, asparagus, avocado, bamboo shoots, bean sprouts, beets, bitter melon (bitter gourd, balsam pear), Brussels sprouts, cabbage (green, red, napa, savoy), cactus pads (nopales), cauliflower, celeriac, celery, chayote (mirliton), chives, cucumber, eggplant, fennel bulb, garlic, ginger root, green beans, iceberg lettuce, kohlrabi, leeks, luffa (Chinese okra), mushrooms, okra, onions, peppers (chili and bell types that are not red or orange in color), radicchio, sprouted beans (e.g. sprouted mung beans), radish, rutabaga, seaweed, snow peas, summer squash, tomatillos, turnips, and winter melons.



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Fruits

The fruit food group includes whole fruits and 100% fruit juice. Whole fruits include fresh, canned, frozen, and dried forms. Whole fruits can be eaten in various forms, such as cut, sliced, diced, or cubed. At least half of the recommended amount of fruit should come from whole fruit, rather than 100% juice as fruit juice lacks dietary fiber and can increase blood sugar (glucose) levels. When juices are provided, they should be 100% juice and always pasteurized. When selecting canned fruit, choose options that are canned with 100% juice.

When planning menus, select whole fruits instead of fruit juice to increase fiber content. Add variety by offering various types of whole fruits and offering them in forms that are easy for older adults to eat such as pre-peeled, sliced, cut or cubed.

Each meal must contain at least one serving of fruit. The following are examples of one serving:

- 1 medium sized whole fruit
- ½ cup fresh, chopped, cooked, frozen, or canned fruit
- ½ cup 100% fruit juice ¼ cup dried fruit

Please Note: Fruit-based desserts, such as pies or cobblers, may not be used to meet the full required servings for fruit in a meal. A fruit-based dessert containing one-quarter cup of fruit per serving may be counted as meeting half of the required fruit per meal.

The fruit group includes:

All fresh, frozen, canned, and dried fruits and 100% fruit juices: for example, apples, apricots, Asian pears, bananas, berries (e.g., blackberries, blueberries, cranberries, currants, dewberries, huckleberries, kiwifruit, loganberries, mulberries, raspberries, and

strawberries); citrus fruit (e.g., calamondin, grapefruit, kumquats, lemons, limes, mandarin oranges, pomelos, tangerines, and tangelos); cherries, dates, figs, grapes, guava, jackfruit, lychee, mangoes, melons (e.g., cantaloupe, casaba, honeydew, and watermelon); nectarines, papaya, passion fruit, peaches, pears, persimmons, pineapple, plums, pomegranates, prunes, raisins, rhubarb, sapote, soursop, starfruit, and tamarind.



EXHIBIT C

Grains

A healthy dietary pattern includes at least half of the total daily grains as whole grains and limits refined grains. When planning menus, at least half of the total grains in each meal should be whole grains. For example, if a meal includes two one-ounce servings from the grain group, one of the servings must be a whole grain food and the overall total of whole grains in the meal equal to or greater than 50 percent.

Refined grains have been processed to remove parts of the grain kernel in a process that also removes fiber, iron, and many B vitamins. Refined grains should be enriched which means that iron and some B vitamins are added back (fiber is not added back). When using refined grains, check the ingredient list to make sure that the word "enriched" is included the grain name. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain.

Shifting from refined to whole-grain versions of commonly consumed foods increases whole grains and lowers refined grains to help meet recommendations. Examples include shifting from white to 100% whole-wheat breads, from white to brown or wild rice, and from pasta to whole grain pasta.

Each meal must contain at least one to two servings from the grain group with at least half as whole grain in each meal. The following are examples of one serving:

- 1 slice bread
- ½ cup cooked rice, pasta, or cooked cereal
- 1 tortilla (6" diameter)
- 1 cup ready-to-eat-cereal
- 1 ounce whole wheat crackers

Please note: Grain-based desserts, such as cakes, pies or cobblers, may not be used to meet the full required servings for grains in a meal. A grain-based dessert containing one-quarter cup of grains (or equivalent) per serving may be counted as meeting half of a grain serving.

The grain group includes:

Whole Grains: All whole-grain products and whole grains used as ingredients: for example, amaranth, barley (not pearled), brown rice, buckwheat, bulgur, millet, oats, popcorn, quinoa, dark rye, triticale, whole-grain cornmeal, whole-wheat bread, whole-wheat chapati, whole-grain cereals and crackers, nixtamalized corn and wild rice.

Refined Grains: All refined-grain products and refined grains used as ingredients: for example, white breads, refined-grain cereals and crackers, cream of rice, cream of wheat, barley (pearled), masa, pasta, and white rice. Refined-grain choices should be enriched.

Identifying Whole Grain Foods

EXHIBIT C

There are several ways to determine if a product meets the whole grain requirement.

1. The food's ingredient list has whole grain as the first ingredient, or the second ingredient, after water and the next two ingredients must be enriched grain, bran, germ, or whole grain.
2. For ready to eat cereals, the first ingredient listed must be whole grain and the cereal must be fortified to meet the whole grain requirement.
3. If a food uses nixtamalized corn (meaning the corn is treated with lime) it can be counted as a whole grain. You can determine if it is a whole grain by using the ingredient list, the first ingredient must be corn treated with lime and enriched grains should be the second or third ingredient.
4. If the food meets the whole grain requirement for the USDA National School Lunch Program or the USDA Child and Adult Care Food Program.
5. A product formulation statement or standardize recipe from the manufacturer that shows the primary ingredient by weight are whole grain.

Please note that wheat by products/derivatives (dextrin, wheat gluten, corn starch, etc.) do not count toward the whole grain requirement.



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Dairy and Soy Alternatives

Each meal should include one serving from the dairy or soy alternative group. Foods from this group should be fat-free or low-fat (1%) milk, yogurt, and cheese. Low-lactose and lactose-free dairy products are available for individuals who are lactose intolerant. Dairy alternatives, including fortified soy beverages (also known as "soy milk") and soy yogurt are included as part of this group because they have similar nutrient composition to milk and yogurt. Products made from plants (e.g., almond, rice, coconut, oat, and hemp "milks") are not included as part of the dairy group because their overall nutritional content is not similar to dairy milk and fortified soy beverages.

The following are examples of one serving:

- 1 cup (8 ounces) milk, yogurt, or fortified soy beverage
- 1 ½ ounces cheese or 1/3 cup shredded cheese

The dairy and soy alternatives group includes:

All fluid, dry, or evaporated milk, including lactose-free and lactose-reduced products and fortified soy beverages (soy milk), buttermilk, yogurt, kefir, frozen yogurt, and cheeses (e.g., brie, camembert, cheddar, cottage cheese, colby, edam, feta, fontina, goat, gouda, gruyere, limburger, Mexican cheeses [queso anejo, queso asadero, queso chihuahua], monterey jack, mozzarella, muenster, parmesan, provolone, ricotta, and Swiss). Most choices should be fat-free or low-fat.

Cream, sour cream, and cream cheese are not included due to their low calcium content.



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Other Menu Planning Considerations

Sodium

The Dietary Guidelines recommend limiting sodium to the Chronic Disease Risk Reduction (CDRR) level defined by the National Academies based on evidence of the beneficial effect that reducing sodium intake has on hypertension risk and cardiovascular disease risk. Although the established AI for sodium is 1500 mg per day, the CDRR recommendation is to reduce sodium intakes if above 2300 mg per day and this recommendation is the basis for the OCNP target of 760 mg sodium per meal.

When planning menus, the target for sodium content is less than or equal to 760 mg sodium per meal, averaged over the number of meals provided in one week.









Meals containing equal to or greater than 1000 mg of sodium should be avoided. High sodium meals containing equal to or greater than 1000mg, must not exceed more than one meal per week and must be identified on the nutrient analysis and on the participant menu as containing greater than 1000 mg sodium.

Figure 2 provides strategies and tips for lowering the sodium content in meals.



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Figure 2.

Tips for Reducing the Sodium Content in Meals		
Instead of:		Try:
Flavoring foods with salt, high sodium seasonings, soy sauce		Onions, garlic, fresh or dried herbs, spices, vinegars, citrus juices, diluted soy sauce (equal parts soy sauce and water)
High sodium soup bases and canned foods		Low sodium, reduced sodium* or no salt added soup bases and canned goods
High sodium canned foods (vegetables, legumes)		Drain and rinse canned foods like vegetables and legumes with water
Canned vegetables with salt, frozen vegetables with sauce		Fresh, canned without salt, or frozen vegetables without sauce
Processed meats, poultry, and seafood (deli meat, sausage, pepperoni, sardines)		Fresh meat, poultry, and seafood
Instant products like flavored rice and ready-made pasta		Regular rice and pasta with low sodium seasonings and sauces
High sodium condiments like ketchup, mustard, pickles, olives, salad dressings		Low or reduced sodium* condiments and salad dressings
Purchasing products without comparing nutrition labels		Reading the Nutrition Facts labels to compare products and choose lower sodium foods

* Foods labeled "reduced sodium" may still be high in sodium. Read the Nutrition Facts label to determine sodium content.

EXHIBIT C

Hydration and Fluids

It is important that older adults drink plenty of water to prevent dehydration and aid in the digestion of food and absorption of nutrients. In addition to water, unsweetened beverages such as 100 percent fruit or vegetable juice, fat-free or low-fat (1 percent) milk, and fortified soy beverages all support the fluid needs of older adults. The water contained in foods such as fruits, vegetables, and soups also contributes to total fluid intake.

Nutrition providers should encourage participants to drink water to promote adequate hydration and water should be readily accessible to participants during mealtimes. Water intake is particularly important if non-fluid menu selections from the dairy and soy alternatives group are used.

Fats

A healthy dietary pattern includes oils, including vegetable oils and oils in food, such as seafood and nuts. Oils provide essential fatty acids are an important part of a healthy dietary pattern. Saturated fat, from sources including high-fat meats, full-fat dairy products, and butter, should be limited to less than ten percent of calories.

The saturated fat content of meals can be lowered by purchasing and cooking products made with oils higher in polyunsaturated and monounsaturated fat (e.g., canola, corn, olive, peanut, safflower, soybean, and sunflower) rather than butter, shortening, or coconut or palm oils.

Other strategies include providing lower fat forms of foods and beverages (e.g., fat-free or 1 percent milk instead of 2 percent or whole milk; lean rather than fatty cuts of meat) and reducing frequency and/or portion sizes of desserts containing saturated fats, which are also often high in added sugars.

As of June 2018, partially hydrogenated oils (PHOs), the major source of artificial trans-fat in foods, are no longer Generally Recognized as Safe (GRAS) and are no longer added to foods. Menus following the Dietary Guidelines are limited in trans-fat as a small amount of trans fat occur naturally in some animal source food.

Oils

Canola, corn, olive, peanut, safflower, soybean, and sunflower oils. Oils are also naturally present in nuts, seeds, seafood, olives, and avocados.

Note: Coconut oil, palm kernel oil, and palm oil are not included in the oils category because they contain a higher percentage of saturated fat than do other oils.

Saturated Fats

High-fat meats, full-fat dairy products (whole milk, 2% milk, cheese, ice cream), butter, coconut oil, palm kernel oil, and palm oil.

EXHIBIT C

Dessert

The Dietary Guidelines include recommendations for nutrient-dense foods. Nutrient-dense foods provide vitamins, minerals, and other health-promoting components and have little added sugars, saturated fat, and sodium.

The caloric needs of older adults are often lower due to reduced physical activity, changes in metabolism, and/or age-related loss in bone and muscle mass, while vitamin and mineral needs are similar or higher compared to younger adults. The unique nutritional needs of older adults make it particularly important for OCNP menus to provide nutrient-dense foods and limit desserts which are often high in saturated fat, added sugars, and refined grains.

Desserts high in saturated fat, added sugars, and/or refined grains should be limited to no more than once a week and should be an optional element of the meal. Instead, provide fruits, including fresh, frozen, canned, or dried fruit as desserts.

If a fruit- or grain-based dessert, such as cake, pie, or cobbler, is counted toward the fruit and/or grains requirement, it may be used to meet a portion, but not the full required servings for fruit and grains in a meal. A fruit-based dessert containing one-quarter cup of fruit per serving may be counted as meeting half of the required fruit per meal. A grain-based dessert containing one-quarter cup of grains (or equivalent) per serving may be counted as meeting half of a grain serving.



EXHIBIT C

Reading Food Labels

Reading food labels on packaged foods and beverages will provide important nutrition information to assist you in menu planning.

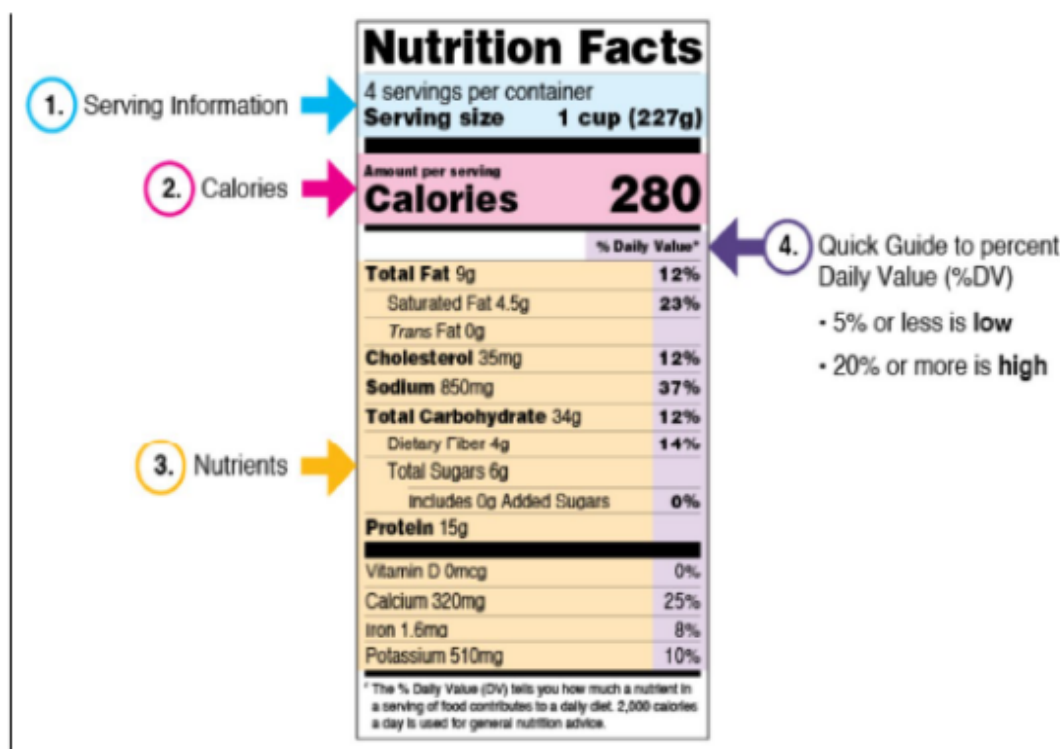
Ingredient List

The ingredient list identifies each ingredient in the food product. Ingredients are listed in order of predominance, with the ingredients used in the greatest amount first, followed in descending order by those in smaller amounts.

Nutrition Facts Label

The Nutrition Facts Label contains product-specific information for serving size, calories, and nutrient information. The U.S. Food and Drug Administration (FDA) requires a Nutrition Facts label on most packaged food and beverages. See Figure 3 below for details.

Figure 3. Nutrition Facts Label



Source: <https://www.fda.gov/food/new-nutrition-facts-label/how-understand-and-use-nutrition-facts-label>

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1. **Serving Information:** The serving size is listed at top of the Nutrition Facts label and is based on the amount that people typically eat at one time. It is not a recommendation of how much to eat. All the nutrient amounts on the label refer to the serving size listed.
2. **Calories:** The calorie level is provided for the serving size listed. The target for OCNP meals is 550 – 650 calories per meal.
3. **Nutrients:** The nutrients section of the Nutrition Facts label provides the amount of each nutrient for the serving size listed. This will help you identify foods high in saturated fat, sodium, and added sugars (sugars that are added during food processing) and compare with other products. The label will also help you identify nutrients that should be included in a healthy diet, including fiber, vitamin D, calcium, iron, and potassium.
4. **Percent Daily Value (% DV):** The percent Daily Value provides the percentage of each nutrient in a 2,000-calorie diet. Since the OCNP meal is based on a 1,600-calorie diet, the actual % DV will be higher than what is listed on the label.

As a rule of thumb, if a food has five% DV or less of a nutrient per serving, it is considered low in that nutrient. If it has 20% DV or more of a nutrient per serving, it is considered high in that nutrient. Low or high can be either good or bad—it depends on whether you need more of a nutrient (like fiber) or less (like sodium). Nutrients that should be included in a healthy diet, including fiber, vitamin D, calcium, iron, and potassium should ideally have a high DV. Since saturated fat, sodium, and added sugars should be limited in a healthy diet, the DV for these should be low.



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Nutrient Content Claims on Food Packaging

Nutrient content claims on food products characterize the level of a nutrient in the food. The U.S. Food and Drug Administration (FDA) provides specific definitions for nutrient content claim on food packaging. Figure 4 provides commonly used claims on food packaging and what these claims mean.

Figure 4. Understanding Nutrient Content Claims on Food Packaging

Sodium Claims	Meaning of Claim
Sodium free or salt free	Less than 5 mg per serving
Very low sodium	35 mg or less per serving
Low sodium	140 mg or less per serving
Reduced or less sodium	At least 25% less than the regular product
Light in sodium or lightly salted	At least 50% less than the regular product
Unsalted or no salt added	No salt added during processing (this is not a sodium-free food)
Fat Claims	Meaning of Claim
Fat-free	Less than 0.5 g per serving
Low saturated fat	1 g or less per serving and 15% or less calories from saturated fat
Low-fat	3 g or less per serving
Reduced fat	At least 25% less than the regular product
Sugar Claims	Meaning of Claim
Sugar free	Less than 0.5 grams sugars and no ingredient that is a sugar
Reduced sugar or less sugar	At least 25% less sugars than the regular product
No added sugar	No sugar or sugar-containing ingredient added during processing

Source: <https://www.fda.gov/regulatory-information/search-fda-guidance-documents/guidance-industry-food-labeling-guide>

Appendices

EXHIBIT C

Appendix 1

Older Californians Nutrition Program 1600 Calorie Dietary Pattern			
Calorie Level		Per Day 1600	Per Meal 550
Food Group or Subgroup	Serving Size	Serving(s)	Serving(s)
Vegetables <ul style="list-style-type: none"> • Dark-Green Vegetables • Red and Orange Vegetables • Beans, Peas, Lentils • Starchy Vegetables • Other Vegetables 	<ul style="list-style-type: none"> • ½ cup fresh, chopped, cooked, frozen, or canned fruit • 1 cup raw leafy salad greens • ½ cup 100% vegetable juice • ½ cup dried vegetable 	4	1 - 2
Fruits	<ul style="list-style-type: none"> • 1 medium sized whole fruit • ½ cup fresh, chopped, cooked, frozen, or canned fruit • ½ cup 100% fruit juice • ½ cup dried fruit 	3	1
Grains (at least 1/2 as whole grain)	<ul style="list-style-type: none"> • 1 slice bread • ½ cup cooked rice, pasta, or cooked cereal • 1 tortilla (6" diameter) • 1 cup ready-to-eat-cereal • 1 ounce whole wheat crackers 	5	1 - 2
Dairy and Soy Alternatives	<ul style="list-style-type: none"> • 1 cup (8 ounces) milk, yogurt or fortified soy beverage • 1½ ounces cheese or ⅓ cup shredded cheese 	3	1
Protein Foods	<ul style="list-style-type: none"> • 2 ounces meat, poultry, seafood • 2 eggs • ½ cup cooked beans or tofu • 2 tablespoons nut or seed butter • 1 ounce nuts or seeds 	2.5	1

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Appendix 2

Healthy U.S.-Style Dietary Pattern		
Calorie Level	Per Day 1600	Per Meal 550
Food Group or Subgroup	Number of servings	Number of servings
Vegetables <ul style="list-style-type: none"> • Dark-Green Vegetables • Red and Orange Vegetables • Beans, Peas, Lentils • Starchy Vegetables • Other Vegetables 	2 cups (4-½ cup servings)	1 cup (2-½ cup servings)
Fruits	1.5 cups (3-½ cup servings)	0.5 cup (1-½ cup servings)
Grains	5 ounces	1.5 - 2 ounces
• Whole Grains	3 ounces	1 ounce
• Refined Grains	2 ounces	0.5 - 1 ounce
Dairy and Soy Alternatives	3 cups	1 cup
Protein Foods <ul style="list-style-type: none"> • Meats, Poultry, Eggs • Seafood • Nuts, Seeds, Soy Products 	5 ounces	2 ounces
Oils	22 grams	7 grams
Limit on Calories for Other Uses	100 calories	33 calories

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Appendix 3

Healthy Vegetarian Dietary Pattern		
Calorie Level	Per Day 1600	Per Meal 550
Food Group or Subgroup	Number of servings	Number of servings
Vegetables <ul style="list-style-type: none"> • Dark-Green Vegetables • Red and Orange Vegetables • Beans, Peas, Lentils • Starchy Vegetables • Other Vegetables 	2 cups (4-½ cup servings)	1 cup (2-½ cup servings)
Fruits	1.5 cups (3-½ cup servings)	0.5 cup (1-½ cup servings)
Grains	5. 5 ounces	1.5 - 2 ounces
• Whole Grains	3 ounces	1 ounce
• Refined Grains	2.5 ounces	0.5 - 1 ounce
Dairy and Soy Alternatives	3 cups	1 cup
Protein Foods <ul style="list-style-type: none"> • Eggs • Beans, Peas, Lentils • Soy Products • Nuts and Seeds 	2.5 ounces	1 ounce
Oils	22 grams	7 grams
Limit on Calories for Other Uses	150 calories	50 calories

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Appendix 4

Dietary Approaches to Stop Hypertension (DASH) Dietary Pattern		
Calorie Level	Per Day 1600	Per Meal 550
Food Group or Subgroup	Number of servings	Number of servings
Grains*	6	2
Vegetables	3 - 4	1 - 1.5
Fruits	4	1 - 1.5
Dairy Products	2 - 3	1
Lean Meat, Poultry, Fish	3 - 4	1 - 1.5
Nuts, Seeds, Legumes	3 - 4	1 - 1.5
Fats and Oils	2	.5 - 1.0
Sweets	3 or less per week	1 or less per week

* Whole grains recommended for most grain servings.

Refer to the DASH Eating Plan for serving sizes and examples of foods in each food group: <https://www.nhlbi.nih.gov/health-topics/dash-eating-plan>

EXHIBIT C

Resources

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