



**REQUEST FOR PROPOSALS(RFP)
FOR
TITLE IIIC ELDERLY NUTRITION
SERVICES FOR
NAPA AND SOLANO COUNTIES**

Release Date: July 8, 2021

Response Due: August 13, 2021, 5:00 PM, PST

INTRODUCTION

Meals on Wheels of Solano County (MOWSC), and Community Action Napa Valley (CANV), further identified as MOWSC/CANV, are seeking bids for catered meals for the senior nutrition programs in Solano and Napa Counties. Food preparation facility for this contract is at Meals on Wheels of Solano County, 95 Marina Center, Suisun City, CA.

SCOPE OF SERVICES

The minimum scope of services and deliverables required are listed below for general guidance only and is not intended to be a complete list of all scope of services necessary to complete the project. It is the proposer's responsibility to propose a complete scope of work that explains in detail the proposer's approach. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit I of the Standard Contract.

A. Title III C Elderly Nutrition Program (ENP) Regulations and Guidelines

The nutrition programs are funded by Administration on Community Living, which administers the Older Americans Act (OAA) and the Nutrition Services Incentive Program (NSIP); and the California Department of Aging, which appropriates General Funds to Title III C nutrition programs. MOWSC/CANV anticipate continued funding from the Napa Solano Area Agency on Aging, through the California Department on Aging, under Title III-C of the Older Americans Act of 1965, as amended.

The purpose of the funding is to provide nutritious meals to persons 60 years of age and older. These meals must conform to the delivery and nutritional requirements herein.

The standards for the ENP are based on the following State and Federal regulations and guidelines:

Older Americans Act (OAA) as amended; California Retail Food Code (CRFC) as amended; California Welfare and Institutions (W&I) Code, California Code of Regulations (CCR) Title 22 Division 1.8 Department of Aging as amended; California Safety and Health Administration (OSHA) Code of Federal Regulations Title 2945 CFR Part 1321 as amended; U.S. Food and Drug Administration Publication, Federal Food Code as amended, California Department of Aging Area Plan Contract and Program Memoranda; 2015-2020 Dietary Guidelines for Americans; and Best Food, Nutrition, and Safety and Sanitation Practices.

B. Description of Services

MOWSC/CANV invite bids from vendors for the following types of meals: hot meals, frozen meals, snacks and emergency meals for our congregate sites and home deliveries. Program elements and services as follows:

The combined estimated scope of services is:

1. Hot Bulk Meals	45,000	annually
2. Frozen Meals	305,000	annually
3. Emergency Meals	2,000	annually (5 meals per box)
4. Snack bags	100,000	annually

All meals, emergency meals and snack bags must provide one-third (1/3) the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans (DGA), published by the USDA and the U.S. Department of Health and Human Services, and the California Daily Food Guide.

Contractor Responsibilities:

- Meal preparation for client distribution to congregate serving sites and designated points of delivery for home delivered meals.
- Performing all buying and record keeping functions
- Training food service employees
- The cost of business licenses and state/local health permits
- Furnishing supervisory personnel to establish and maintain the operations at a high standard
- Maintain the production kitchen and equipment in a sanitary condition and at the termination of agreement, surrender the production kitchen and equipment in as good condition as now, ordinary wear and tear excepted.
- Provision of disposable trays, bowls, napkins and appropriate condiments
- Menu development
- Nutrition Education from Registered Dietician to congregate sites and home delivered clients
- Food service management
- Maintain current Serve Safe Certification for kitchen management and supervisors

CONTRACT DURATION AND FUNDING AVAILABILITY

The funding or portions of this funding for the contract resulting from this RFP may be contingent upon the State budget, receipt of funds from and/or obligation of funds by the

Federal government to the State and from the State to the County, and inclusion of sufficient funding for the services hereunder in the budget approved by the County's Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the contract may be immediately terminated, reduced or modified without penalty.

SCHEDULE OF EVENTS

7/9/2021	RFP issued
8/13/2021	Submission of Proposal are due no later than 5:00 pm, PST. Late submittals will not be accepted.
TBD	Interviews if required
8/18/2021	Notification of selected contractor
8/26/2021	Contracting process
9/01/2021	Project commences

The term of the award will be from September 1, 2021, to July 30, 2025. Renegotiation of award shall be permissible contingent upon all of the following:

1. satisfactory performance by the recipient,
2. mutual agreement regarding meal prices, and
3. concurrence of the Napa Solano Area Agency on Aging

Throughout the award period, MOWSC/CANV reserve the right to renegotiate the award as deemed necessary and reasonable.

BID FORMAT

The caterer's bid shall include all of the following:

1. Cover Page
2. Agreement / Signature Page
3. Bidder's Proven Competency
4. Bidder's References
5. Sample menu and portion control sheet
6. Applicable resume(s): Registered Dietician and Food Service Manager
7. Insurance Certificates
8. Menu writing specifications
9. Most recent independent audited financial statements for a fiscal year ended within the last 36 months

One (1) original plus four (4) copies of the bid must be submitted. At least one copy must include a signature page bearing the original signature of the authorized signatory.

SUBMISSION OF BIDS

MOWSC/CANV will receive sealed bids until 5:00 p.m. on Friday, August 13, 2021. Bids will not be accepted after that time. Bids may be delivered or mailed. Bids sent by mail must be posted certified, return receipt requested, and must be received no later than the time and date indicated above. One (1) original plus four (4) copies of the bid must be submitted to:

MEALS ON WHEELS OF SOLANO COUNTY
95 Marina Center
Suisun City, CA 94585
Attn: Laurie Hartmann (Catered Meal Bid)

BID ACCEPTANCE/CONTRACT CONSUMMATION

MOWSC/CANV reserve the rights to reject any and all bids and to waive any informality or technical defects which it deems are in the best interest of the organizations, and to award the contract to other than the lower bidder.

MOWSC/CANV also reserve the right to award a contract with or without further discussion of the bids that are submitted. Therefore bids should be submitted initially on the most favorable terms the bidder can propose. The decision of the board(s) shall be made in its absolute discretion as to the best bid(s), and its decision shall be final. Contract consummation is contingent upon MOWSC/CANV's receipt of sufficient funds from the Napa Solano Area Agency on Aging.

MOWSC/CANV will continue to evaluate the performance of the service award, to determine if the contract should be continued or terminated due to unsatisfactory performance. Such evaluations shall be conducted, at a minimum, on a quarterly basis.

BID EVALUATION

Bids shall be evaluated using the following criteria and their respective weights as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	40
Capability to provide service, based on factors such as kitchen size, equipment, and staff	20
Quality of Food	20
Budget	20
Total Possible Points	100

Bids shall be reviewed and evaluated by MOWSC and CANV management staff, who will prepare recommendations for their respective Board of Directors. The Board will then designate one recipient to provide the meals.

AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all pertinent information available, MOWSC/CANV will either reject all proposals or issue a written notice of intent to award the contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated proposal. The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract. MOWSC/CANV reserve the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, MOWSC/CANV may cancel the award and award the contract to the next best evaluated proposer.

PROTEST AND APPEAL

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to Meals on Wheels of Solano County and to Community Action Napa Valley within 7 calendar days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. MOWSC/CANV will issue a written

decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision.

Thank you for your interest in providing catered meals to those served by Meals on Wheels of Solano County and Community Action Napa Valley.

Sincerely,

Laurie Hartmann
Executive Director
Meals on Wheels of Solano County

Drene Johnson
Executive Director
Community Action Napa Valley

Attachments

Signature Page

As the bidding organization's authorized representative, I certify the following:

- That the information presented herein and in the attachments is true and correct to the best of my knowledge;
- That the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition;
- That the prices and cost data are based on the menus included in MOWSC/CANV's Request for Bids;
- That the organization will permit MOWSC/CANV representatives' access to its facilities, staff, and records in conducting an evaluation in connection with its bid;
- That the organization will provide additional documents and information requested by MOWSC/CANV in order to assess the organization, determine the appropriateness of services, and/or develop an agreement;
- That the organization hereby authorizes MOWSC/CANV to contact any or all of the organizations named herein in order to verify performance;
- That the organization has the ability to comply with the applicable provisions of the Food Service Agreement.

Authorized Signature: _____

Print Name: _____

Title: _____ **Date:** _____

Organization Legal Name: _____

Federal Tax ID#: _____

Bidder Proven Competency

Name of Caterer: _____ Date: _____

Proven Competency:

1. Briefly describe experience with Senior Nutrition Program other than catering contracts (e.g. school lunch):

2. Briefly describe current business:

Quality of Food Served:

1. Briefly describe Quality Assurance Program:

2. Attach a copy of Q.A. Customer Questionnaire currently in use.

Bidder References

Name of Caterer: _____ Date: _____

Please include three (3) references where you are currently or have provided Senior Meals:

1. Agency Name: _____ City: _____

Contact Name (s): _____

Phone Number: _____ E-Mail: _____

2. Agency Name: _____ City: _____

Contact Name (s): _____

Phone Number: _____ E-Mail: _____

3. Agency Name: _____ City: _____

Contact Name (s): _____

Phone Number: _____ E-Mail: _____

Insurance Requirements / Permit / Licenses

Indemnity, Liability and Insurance Requirements

1. The Contractor agrees to indemnify and hold harmless both Meals on Wheels of Solano County and Community Action Napa Valley, their officers, employees and assigns, against any and all claims arising from acts, omissions, or negligence of the Contractor, its officers or employees. The Contractor shall defend any suit against MOWSC/CANV alleging personal injury, sickness, or disease arising out of meals served at the project sites (or home delivered) provided food is served one hour after delivery (or eaten immediately after home delivery).
2. The Contractor shall furnish proof in the form of a hand-signed certificate of insurance that he/she carries insurance in the minimum amounts listed below prior to commencement or performance under this Agreement. Such coverage shall be maintained currently effective until receipt of final payment under terms of this agreement.

General Liability Insurance with limits of not less than the following:

- General Aggregate: \$2 million
- Products/Completed Operations Aggregate: \$1 million
- Personal and Advertising Injury: \$1 million; Each Occurrence: \$1 million

Professional Liability Insurance: Covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended two-year reporting period commencing upon termination or cancellation of this agreement.

Workers Compensation and Employer's Liability Insurance: provides workers compensation benefits in accordance with section 3700 and 3800 of the Labor Code of the State of California.

The above insurance also shall include Employer's Liability coverage with limits of not less than the following:

- Each Accident: \$1 million
- Disease-policy limit: \$1 million
- Disease-each employee \$1 million

Automobile Liability Insurance: with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

Crime Coverage: A Fidelity Bond or Crime Insurance policy with limits of not less than fifty thousand dollars (\$50,000) per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by MOWSC/CANV to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. MOWSC/CANV shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third-party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

Professional Liability, Errors and Omissions Coverage Insurance: covers liability arising from or related to, with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Lower Tier Subaward's expiration, termination or cancellation.

Sexual Misconduct Liability Insurance: covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

Privacy and Network Security Coverage: Privacy and Network Security coverage ("Cyber Insurance") with limits of at least \$5 million providing protection against liability for the following: privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); system(s) breaches; denial or loss of Service; introduction, implantation or spread of malicious software code; and, unauthorized access to or use of computer systems. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

- A. In the event of any new or additional meal locations are started, the insurance carrier shall name all new or additional sites as insured under the policy
- B. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of agreement and will result in immediate termination or suspension of this agreement.

Permit and Licenses

The Contractor shall hold valid permits, licenses, certificates, and other documents as are required by the State, County, City, or other governmental or regulatory bodies to legally engage in and perform the services to be provided under this Agreement such as

public health license, Solano County Health Department Inspection Reports, annual Fire Inspection Certificates as applicable.

ELDERLY NUTRITION PROGRAM TITLE III C NUTRITION EDUCATION, MEAL, AND MENU REQUIREMENTS

(Rev. February 2021, Napa Solano Area Agency on Aging Elderly Nutrition Program Operations Standards)

Nutrition Education Services Requirements

Refer to Title 22 Code of Regulations, Division 1.8 Title C-Elderly Nutrition Program §7638.11

Provision of nutrition education information at congregate meal sites and to HDM consumers by a Registered Dietitian or qualified individuals whose credentials are approved by the AAA and its Nutrition Consultant. The purpose is to inform older individuals about available facts and information that will promote improved food selection, eating habits, and health and nutrition related practices.

1. Nutrition education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.
2. Nutrition education for congregate sites is defined as demonstrations, presentations, lectures or small group discussions, all of which may be augmented with printed materials.
3. A registered dietitian shall conduct the nutrition education presentation, or provide input, review, and approve the content of nutrition education prior to presentation.
4. Printed material may be used as the sole nutrition education component for the home-delivered meal participants. A registered dietitian shall provide input, review, and approve the content of nutrition education materials.
5. Nutrition education services shall be based on the particular need of congregate and home-delivered meal participants. An annual needs assessment shall be performed by the nutrition services provider to make this determination.
6. A yearly written nutrition education plan shall be developed based on the needs assessment and submitted to AAA for approval. The annual plan shall include timeline, presenter's name and qualification, and topics inclusive of the role of nutrition and physical activity in health promotion and chronic and acute disease prevention, food safety/sanitation, and food allergen.
7. All nutrition education activities and units shall be documented. A quarterly nutrition education report must follow AAA reporting guidelines and use AAA reporting form.

Nutrition Counseling Services Requirements

Refer to Title 22 Code of Regulations, Division 1.8 Title C-Elderly Nutrition Program §7638.13.

Nutrition counseling service is a nutrition service which may be provided when feasible and appropriate.

1. A nutrition services provider shall have written policies and procedures, which ensure that nutrition counseling is provided only by a registered dietitian.
2. Priority of nutrition counseling will be given to program participants identified as at high nutrition risk based on the annual nutrition risk screening.
3. All nutrition education counseling services shall be documented and must follow AAA reporting guidelines and use AAA reporting form.

Meals Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC-Elderly Nutrition Program §7638. C'FRC, FFC

Program participant shall receive at least one meal per day. Each meal shall provide one-third (1/3) the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans (DGA), published by the USDA and the U.S. Department of Health and Human Services, and the California Daily Food Guide. A

meal analysis shall be performed by a Registered Dietitian to ensure compliance with the one-third (1/3) of the Dietary Reference Intakes (DRI) as described in program requirements. Meals must be produced at a HACCP compliance kitchen with valid health permit and current health inspection status from the Environmental Health Division of the Napa Public Health Department or Solano Public Health Department, and conform to California Retail Food Code (CFRC). Health permits and regular inspections at the satellite meal sites may be waived by the local Public Health Department, if applicable.

Programs should consider the preferences of the participants. Program also should reduce plate waste and to allow more choices. It is encouraged to offer versus serve, to provide soup and salad bars, to provide family or cafeteria style service versus pre-plated service and use fruit as a dessert as often as possible.

Menu Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC-Elderly Nutrition Program §7638.5. CDA PM 12-17, Dietary Guidelines 2020-2025. CFRC 113820.5(a)(b)

The proposed menus shall be appropriate, serve the needs of the targeted population, and comply with the Dietary Reference Intakes (DRIs) and the most recent Dietary Guidelines for Americans (DGA). Service providers shall assure the meals programs sustain and improve consumers' health through the provision of safe and nutritious meals by implementing the DGA and providing each participant a minimum of 1/3 of the DRIs. By ensuring adequate nutrient intake, the DRIs prevent nutrient deficiencies and reduce the risk of chronic diseases such as osteoporosis, cancer, and cardiovascular disease.

The menu and meal pattern requirements set forth in this section shall be followed for all meals to assure compliance with the Older Americans Act (OAA), Section 339, and California Regulations, Title 22, Division 1.8, Chapter 4, Article 5, Section 7638.5. At a minimum, the key nutrient recommendations noted in the DGA that affect older individual's health status should be integrated into the menu planning.

Nutrient Analysis Requirements

One month prior to menu use, nutrient-based analysis based on the **standardized recipes**, shall be submitted to the AAA Nutrition Consultant, along with the menus using AAA meal pattern form. Meals shall be analyzed on a weekly basis. At a minimum, the target nutrients listed below should be included in the analysis.

The following table lists target nutrients to promote health and prevent disease, prevent deficiencies, indicate diet quality, and manage disease. These target nutrients must be included in the nutrient analysis of the menus submitted to the Area Agency on Aging for approval and certification. The values provided in the table are based on the U.S. Department of Agriculture (USDA) Food Guide calculated for one meal for a woman over 70 years old whose activity level is sedentary. This example represents a majority of the older adult population served by the Napa and Solano elderly nutrition programs. Each meal should provide a minimum 33-1/3 percent of the DRIs; a minimum of 66-2/3 percent of the DRIs if the project provides two meals per day; and 100 percent of the DRIs if the project provides three meals per day.

Target Nutrients

Nutrient	Target Value per meal on a weekly average -represent 1/3 DRI for a 1600 calorie range	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550-700 Kcal
Protein	15 gm	15 gm (in the entrée or primary protein source)
Fat (% of total calories)	25-35%	<35% (may average over a week)
Saturated Fat ((% of total calories)	<10%	<10%
Trans Fat	<0.5g	CRFC Chapter 12.6 section 114377

Sodium (mg)	500-750 mg	<1000 mg place an icon on the menu if > 1000 mg
Fiber (gm)	>7 gm	>7 gm (may average over a week) based on AI value
Vitamin A (ug RAE)	233 ug	>233 ug 3 out of 5 days/wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B12 (ug)	0.8 ug	0.8 ug (may average over a week)
Calcium (mg)	400 mg	>400 mg (may average over a week)
Magnesium (mg)	105mg	>105 mg (may average over a week)
Potassium (gm)	1565 mg	1565 mg (may average over a week) based on AI value
Vitamin D	200 IU / 3 ug	200 IU/ 3 ug (may average over a week)

Component Meal Pattern Requirements

It is possible that each meal will meet the required DGAs and DRIs by providing the recommended number of servings from each food group in a component meal pattern. However, menus must include specific types of fruits and vegetables, whole grains, and high fiber foods to ensure they meet the required nutrient intake level.

The California 1600 calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using nutrient-based analysis. In addition to the California 1600 calorie component meal pattern, the programs may choose either of the DGA suggested meal patterns: (1) The Dietary Approaches to Stop Hypertension (DASH) diet, or (2) The USDA Food Guide meal pattern.

Any of the recommended component meal patterns may be used as a menu planning tool to ensure that the appropriate types and amounts of foods are served. Fortified food products and combination dishes in a menu may be used for the required nutrient values. When using a component meal pattern the following target nutrients should be identified on the menu:

- Vitamin C – 25 mg single source menu item each meal.
- Vitamin A – at least three times per 5-day meal week and four times per 7-day meal week, 233 ug Retinol Activity Equivalent (RAE) per meal.
- Sodium – meals that contain over 1,000 mg must be noted on the menu as a high sodium meal. Noting meals that have more than 1,000 mg of sodium on the menu as such: “This meal contains more than 1,000 mg of sodium,” or using an icon denoting a high sodium meal. A single menu item that contains over 400 mg of sodium must also be noted on the menu component form and menu.
- Fiber – Provide 7 grams of fiber per meal.

Menus developed with the component meal patterns may be deficient in vitamins D, E, and B12, magnesium and zinc. Meals that do not meet the nutrients requirements should be the focus of future menu revisions. Nutrients that are not supplied in meals should be the focus of future nutrition education.

All food products used for the ENP menu shall be in nutrient-dense forms: lean or low-fat and prepared with minimal added sugars, refined starches, saturated fat, or sodium.

The following table describes the elements in the California 1600 Calorie meal pattern. Serving sizes are based on the USDA Food Guide Pyramid. This sample component meal pattern does not assure that meals meet 1/3 of the DRIs and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in vitamins E, B12, and Zinc, requiring additional nutrition education for participants on the selection of foods that are good sources of these nutrients. The meal pattern below is based on the minimum requirements for a sedentary female 70 years old.

California 1600 Calorie and Dietary Guidelines 2020-2025 per Day Component Meal Pattern Minimum Recommended Elements

Food Group	Servings for 550 calories per	Serving Size
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	meal	
Protein – meat, fish, poultry, legumes, eggs, cheese	1 serving, 3 ounces cooked edible	3 ounces = 1 serving
Vegetables	2 servings	½ cup = 1 serving 1 cup raw leafy vegetables = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain	1-2 servings (½ be whole grain)	1 slice Bread – 1 serving ½ cup of rice or pasta = 1 serving
Low-fat milk or milk alternate	1 serving	1 cup or equivalent measure
Dessert	Optional – limit sweets, use fruit	Foods high in fiber and low in fat and sugar

Protein. Legumes should not be counted as both vegetable and protein. Providers may use other protein sources such as those in the vegetarian meal to meet the protein requirements.

Weekly amounts from the three protein groups for a 5-day per week meal pattern:

- Meats, poultry, eggs: at least 9 ounce per week shall be provided
- Seafood: at least 3 ounce per week shall be provided
- Nuts, seeds, soy products: at least 1.5 ounce per week shall be provided

Vegetables. Vegetables as a primary ingredient in soups, stews, casseroles, or the combination dishes should total ½ cup per serving and raw leafy vegetables (salads) should equal 1 cup if they are to be considered a serving.

Weekly amounts from the five vegetable groups a 5-day per week meal pattern:

- Starchy vegetables: at least two servings per week, but shall not be provided more than one serving per meal shall be provided
- Dark green vegetables: at least two servings per week shall be provided
- Red and orange vegetable: at least three servings per week shall be provided
- Beans, peas, lentils: at least one serving per week shall be provided
- Other vegetables: at least two servings per week shall be provided

Fruit. A serving of fruit is generally a medium sized whole fruit, ½ cup fresh, chopped, cooked, frozen or canned, drained fruit, or ½ cup 100 percent fruit juice. Fresh, frozen, or canned fruit should be packed in juice, light syrup, or without sugar.

Breads/Grains. One-half of the daily intakes of grains should be from whole grains. Grains that are processed (not whole) must be fortified.

Milk. Each meal shall contain 8 ounces of fortified skim, low fat, or buttermilk. If religious preference precludes the acceptance of milk with the meal, it may be omitted from the menu; however, an equivalent substitute must be used.

Fat. Fat is optional. Fat may be used in food preparation or served as an accompaniment to the meal. Fats and oils are part of a healthy diet, but the type of fat makes a difference to heart health, and the total amount of fat consumed is also important. **No trans fat** shall be used in the meal preparation or have a more than 0.5 grams value in one serving of the foods. Food labels for all food or food additives containing oil or shortening shall be kept for as long as the food is stored, distributed, served, or used in the preparation of any food. The menus

should reflect less than 10 percent of calories from saturated fatty acids and provide no trans fatty acid. Total fat should be between 20 to 35 percent of calories, with most fats coming from sources of polyunsaturated and monounsaturated fatty acids. When selecting and preparing meat, poultry, dry beans, and milk or milk products, make choices that are lean, low-fat, or fat-free.

Dessert. Dessert may be provided as an option to satisfy the calorie requirements or for additional nutrients. Use fruit as a desert as often as possible and limit sweets. The fruit, grains, and dairy products served as dessert can count towards the fruit, grain, or dairy requirements. Desserts that are low in fat and/or low in sugar are encouraged.

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

Sodium. Use low sodium versions of high sodium foods when available and feasible within budget allowances. Do not provide potassium chloride salt substitutes. Use foods that are a good source of potassium on the menus to provide maximum benefit to the participants.

The DGAs encourages reducing daily sodium intake to 1,500 mg per day for persons aged 51 or older, African Americans, persons who have hypertension, diabetes, or chronic kidney disease. The target value for sodium is 500 mg per meal. The acceptable range is 500 to 750 mg per meal. However, the ENP meal provides 40-50 percent of the nutrient intake for the day for more than half of its participants. This fact provided the basis for establishing an acceptable sodium range that is slightly higher than the DGAs recommends.

A **potassium** rich diet blunts the effect of sodium on blood pressure. Research suggests that the general population does not consume sufficient amounts of potassium and would benefit from increasing potassium intake from foods.

ENP menu planners should take steps to reduce the levels of sodium in meals over time, including the following:

- Focus on a stepwise reduction of sodium over time
- Set a goal to reduce sodium content of meals each year. (e.g., the local ENP will reduce the sodium level of the meals by 5 percent over this Fiscal Year; the ENP will provide not more than two high sodium meals per month)
- Maintain documentation of the reduction of sodium content of meals
- Place potassium rich foods on the menu consistently
- Provide nutrition education on the health impacts of high sodium intake on older adults
- Prepare foods without adding salt in the cooking process
- Use herbal seasoning to replace salt

Other Menu Requirements

1. A minimum of a 5-week cycle of menu shall be planned. As an alternate to cycle menu, monthly menu shall be planned.
2. The cycle menu run date shall not be more than three months to allow for program participant input and seasonal product availability.
3. Menus shall be approved by a registered dietician (R.D.) and submitted to the AAA at least one month (for cycle menu) or two weeks (for monthly menu) prior to use, to allow for review and certification by AAA Nutrition Consultant.
4. A minimum of a week’s menu shall be posted in a spot conspicuous to participants at each congregate meal site as well as in the preparation area. A minimum of a week’s menu shall be made available to

HDM participants.

5. Menus posted shall be legible, easy to read and in the languages of the participant group.
6. Menu items high in sodium (more than 1,000 mg) shall be highlighted so that participants are properly informed.
7. Menu items that contain major **food allergens** must be clearly marked on the menu. Food allergen means all of the following: Milk, Eggs, Fish (including but not limited to bass flounder, and cod), Crustacean Shellfish (including but not limited to crab, lobster, and shrimp), Tree Nuts (including but not limited to almonds, pecans, and walnuts), Wheat, Peanuts, Soybeans, and a food ingredient that contains protein derived from a food listed in this section, inclusive.
8. Meals shall be served as indicated on menus certified by AAA Nutrition Consultant. Substitutions shall be approved by program R.D. and kept on file for audit purposes.

Food Procurement Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program

1. All foods shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.
2. Food in hermetically sealed containers shall be processed in a licensed establishment. No home-prepared or home-canned food shall be used.
3. Food from broken containers, unlabeled, rusty, or leaking cans or cans with side seam dents, rim dents, or swells shall not be used.
4. Milk shall be purchased from a reliable source whose standards of quality, sanitation, and safety comply with Division 15 of California Food and Agricultural Code. All milk products used and served shall be pasteurized.
5. All food contributions shall meet the standards of quality, sanitation, and safety set forth in this manual. Fresh fruits and vegetables of good quality may be contributed to the program. Prior to use, all fruits and vegetables shall be washed to remove dirt or insecticide residues. The program shall not accept contribution of wild game. Fresh ocean going and frozen fish may be accepted.
9. To the extent feasible all procurements shall be transacted in accordance with these standards. Providers are encouraged to participate in group food purchasing to the extent allowed by the above standard.
10. A comparative cost analysis shall be performed either by the provider or its group purchasing organization on an ongoing basis to obtain the highest quality food for the lowest price available.

Food Storage Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program, C'RFC, FFC

1. Adequate and suitable space free from dirt, vermin and contamination or adulteration shall be provided for the storage of food, beverages, and cooking, serving, and eating utensils.
2. The dry storage area shall be cool, dark, well-ventilated, clean, orderly, and free from leakage, insects, rodents, and vermin, or other contamination. It shall have at least 10 foot-candles of light. It is recommended that the temperature of the dry storage area be maintained at 50-70°F.
3. Inventory systems shall be established and used. Stored goods shall be rotated to prevent deterioration. The first-in-first-out food rotation system shall be maintained.
4. All foods shall be stored at least 6 inches above the floor, 6 inches from the ceiling and away from the wall to permit free circulation of air and prevent contamination.
5. All food and non-food items shall be clearly labeled so that their contents are easily identifiable.
6. All chemicals and cleaning supplies shall be stored in an area separate from food.
7. Opened packages of foods, such as sugar, flour and noodles shall be stored in tightly closed containers and clearly labeled on the main part of the container.
8. Windows shall be screened to prevent insect invasion. Open doors shall be screened or equipped with self-closing devices or high velocity fans when left open for extended periods of time, e.g., during

delivery times.

9. Street clothing and purses shall be stored in an area separated from toilets, food, paper goods, utensils, kitchen equipment, and other supplies used in the preparation or service of food.
10. Refrigerators and freezers shall be kept clean and in good repair. All refrigerators shall maintain a maximum temperature of 40°F. All freezers shall maintain a maximum of 0°F. An accurate and readily visible thermometer shall be installed in all refrigerators and freezers.
11. Refrigerators/freezers temperature log shall be maintained daily at the kitchen and satellite meal sites when elderly nutrition program (ENP) meals are served.

Food Production Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIIC Elderly Nutrition Program, CRFC, FFC

Food production and meal service shall be under the supervision of a person trained in food service management and certified according to CRFC to ensure HACCP procedures are followed. All frozen meat, fish, poultry, shellfish, and frozen products containing these foods shall be kept frozen until processing or cooking begins; defrosted in the refrigerator; or defrosted in cold running water of sufficient velocity to flush loose food particles into the sink drain.

1. Food Production Kitchens.
Have a valid health permit and a current health inspection certificate. Have a responsible person with valid food safety certificate overseeing the kitchen.
2. Production Control
 - a. Production schedules or worksheets shall be available in the food preparation area.
 - b. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize leftover food and prevent waste.
 - c. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
 - d. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
3. Sulfites shall not be added to fresh fruits, vegetables and potentially hazardous foods at the food production kitchen.
4. Ground beef products shall be cooked to heat all parts of the food to at least 155°F for 16 seconds or until the meat is no longer pink and the juices are clear.
5. Potentially hazardous food shall be cooled rapidly from 135°F to 41°F or below within a total of 6 hours and during this time the decrease in temperature from 135°F to 70°F shall occur within 2 hours.
6. No oil, shortening, or margarine containing artificial trans fat shall be used in meal preparation. Food label shall be maintained for all food or food additives that are or includes any fat, oil, or shortening for as long as the food is stored, distributed, served, or used in the preparation of food.
7. Home-Delivered meals not assembled for same day delivery shall be packaged within 2 hours from the completion of preparation; and immediately refrigerated or frozen after packaging.
8. Frozen Meals produced in the production kitchen which are not commercially prepared shall:
 - a. Be prepared and packaged only in a central kitchen or on-site preparation kitchen
 - b. Be packaged within 2 hours of the end of food production. At the time of packaging, hot foods shall be at least 140°F and cold foods at 40°F or below;
 - c. Be frozen as quickly as possible, and assured that they have been cooled to a temperature below 40°F within 4 hours;
 - d. Have food temperatures taken and recorded at the end of food production, at the time of packaging and throughout the frozen process. Temperature shall be recorded and kept on file for audit;
 - e. Be packaged in individual trays, properly sealed, and labeled with the date, contents and instructions for storage and reheating;
 - f. Be frozen in a manner that allows air circulation around each individual tray;

- g. Be kept in a frozen state throughout storage, transport and delivery to the senior participant; and
- h. Be discarded after 30 days.

Meal Service Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title III C Elderly Nutrition Program, CRFC, FFC

1. Food Transport
All food for congregate and home-delivered meals shall be packaged and transported in a manner which protects it from potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Assembling and transport equipment shall be capable of supporting or maintaining appropriate food temperatures.
2. Temperature Maintenance
Hot food shall be maintained at or above 140°F and cold food shall be maintained at or below 40°F throughout the meal service period or until delivered to the homebound participant.
3. Systematic Temperature Checks
 - a. Congregate food temperatures shall be taken daily at the end of production, upon delivery and at the time of service.
 - b. Home-delivered meal food temperatures shall be taken:
 - 1) Daily at the end of production and at the time of meal assembly/packaging;
 - 2) On a regular basis not less than twice a month at the end of each delivered route; and
 - 3) End-of-route temperatures not meeting temperature requirements shall have temperatures taken not less than weekly until the problem is corrected.
 - c. A copy of the temperature records shall be returned to the provider for monitoring and review by management. Records of all temperature checks shall be kept on file for review by AAA Nutrition Consultant.
4. Holding time
To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods at required temperatures diminish the nutrient content and the palatability of foods.
 - a. Temperatures of food during the holding time shall be maintained at 140°F or above for hot foods and 40°F and below for cold foods.
 - b. Holding time between the end of production and the beginning of food service at the congregate site or the delivery of the last home-delivered meal, shall not exceed 2 hours.
 - c. Home-delivered meal holding time may be extended to 3 hours for isolated and remote locations, which cannot be accessed in 2 hours, if approved by the AAA. Required temperatures shall be maintained.
 - d. Frozen home-delivered meals may exceed the 2-hour holding time when the food is maintained in a frozen state until delivery.
 - e. Cold home-delivered meals may exceed the 2-hour holding time when food is maintained at or below 40 °F until delivery.
5. Milk and products resembling milk shall be provided in individual, commercially-filled containers, or shall be poured directly from commercially-filled bulk containers into the glass or cup from which it is consumed.
6. Single service utensils and tableware shall be used one time only and then discarded.
7. Appropriate food containers and utensils for blind and disabled participants shall be available on request or other assistance provided.

Sanitation Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title III C Elderly Nutrition Program, CRFC, FFC

State and local health, sanitation and safety regulations, applicable to the particular types of food preparation and meal delivery systems used by the project shall be followed in all stages of food service operations. Meals

shall be produced and served at premises, which have valid permits, licenses, or certificates.

1. The health permits shall be posted at the production kitchen.
2. Annual inspections by local health officials shall be secured for all kitchens.
3. Photocopies of all initial inspection certificates and health permits shall be forwarded to AAA prior to the commencement of program operations. The originals of all sanitation reports are to be retained in project files for 3 years.
4. Photocopies of all renewal inspection certificates shall be forwarded upon receipt to AAA.
5. Copies of all sanitation reports shall be submitted to AAA.
6. Dish washing facilities and techniques shall comply with local and State Health Department regulations. Domestic dish washing machines may be used if they comply with sanitation regulations. Written approval by the AAA should be obtained before purchasing any equipment. A dishwashing temperature and sanitizer log must be maintained on a daily basis and posted in the kitchen or at the meal sites.
7. All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) standards, or in the absence of such standards, be approved by the local health department.
8. All programs shall provide facilities and equipment necessary to properly store or dispose of all waste material.
9. All food waste and rubbish containing food waste shall be kept in tight, non-absorbent, rodent-proof containers, covered with close-fitting lids. Trashcans in food production areas shall be kept covered, except during production time. Waste containers used for storing garbage shall be maintained in a clean and sanitary condition.
10. Cleaning schedule and procedures shall be posted and followed at all kitchens and meal sites. Cleaning schedules are to include what is to be cleaned, frequency of cleaning, how it is to be cleaned and who is to do the cleaning.
11. Safety Data Sheets (SDS) for all chemical products used in the kitchen or meal sites shall be obtained and maintained in the kitchen or at the meal sites. Instructions on SDS must be provided to food service workers, paid or volunteer, during the orientation and thereafter on an ongoing basis.

Employee Health Standards

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program, CRFC, FFC

1. **Communicable Diseases.** All food handlers and servers shall be free of communicable disease. If an employee or volunteer is believed ill or a carrier of a communicable disease, she/he shall be restricted from performing food preparation and service activities. Clearance from a physician may be requested by the provider prior to permitting the employee to return to work.
2. **Clothing. Head Coverings.** All food handlers and servers shall wear clean, washable clothing, close-toed protective footwear, and hairnets, caps, or other suitable hair coverings to prevent contamination of foods, beverages and/or utensils.
3. **Tongs, Disposable Hand Coverings.** All food handlers and servers shall use tongs or other implements while serving food. If hand contact with the food is unavoidable, disposable hand coverings shall be worn.
4. **Tobacco.** All food handlers and servers are prohibited from using tobacco in any form while preparing, handling, or serving food or beverages. Tobacco shall not be used in any form in any room or space used primarily for the preparation or storage of food. Projects shall post and maintain "No Smoking" signs in such rooms or places.
5. **Hand Washing.** All food handlers and servers shall thoroughly wash their hands prior to beginning work, after using the toilet, and every time hands are soiled. Hand washing facilities in good repair and equipped with hot and cold running water shall be provided for employees within or adjacent to the food preparation area. A permanently installed detergent or soap dispenser and single use paper towels or hot air blowers shall be provided at or adjacent to all hand washing facilities. Legible signs shall be posted

in each toilet room directing employees that they shall wash hands with soap before returning to work.

Leftover Meals Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title III C Elderly Nutrition Program, CRFC, FFC

Potentially hazardous leftovers shall be discarded unless the procedures outlined below are followed.

Potentially hazardous foods (PHF) are capable of supporting rapid and progressive growth of microorganisms, which may cause food infections or food intoxications. PHF include, but are not limited to, fresh eggs; most main dishes and gravies; cooked vegetables and starches such as cooked rice, potatoes, and beans; creamed dishes; desserts made chiefly from milk and eggs such as puddings and cream pies; and salad dressings with a low acid content. Foods with a low protein, low moisture, high sugar or salt content, or which are acidic, are not considered hazardous (e.g. canned fruit, vinegar-based salad dressings, breads and rolls).

1. Site Prepared Leftovers

Leftovers from food which has been prepared at a site shall be handled and used in the following manner:

- a. All leftovers shall be covered, labeled, and dated;
- b. All leftover foods shall be brought to an internal temperature of 40 °F within 4 hours. Hot food should be placed in shallow containers no more than 4 inches deep, and refrigerated to allow for air circulation around the container;
- c. Refrigerated leftover food shall be used within 2 days. Frozen leftovers held at 0 °F shall be used within 30 days;
- d. Reheating of all leftover foods shall occur rapidly to an internal temperature of 165 °F for 15 seconds;
- e. Priority shall be given to serving leftovers as seconds to congregate participants; and
- f. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement.

2. Satellite Site Leftovers.

Central kitchen or caterer prepared foods transported to a satellite site shall be handled and served in the following manner:

- a. Food shall be served and consumed at the site;
- b. Food which has been transported to the site and not eaten shall be discarded unless it is in the original unopened containers, and been maintained at proper temperatures. Such items are canned juice, fresh fruits, vegetables, milk, bread, etc.;
- c. Priority shall be given to serving leftovers as seconds to congregate participants; and
- d. Leftover meals cannot be counted as additional participant meals nor are they eligible for AAA reimbursement.
- e. Satellite leftover meals shall not be used for home-delivered meals.

3. Central Kitchen Leftovers.

Leftovers from a central kitchen or catered prepared foods are to be handled according to relevant sections above.

4. Foods Taken from Sites.

Employees, volunteers, or participants shall not take un-served leftover foods from kitchens or sites. The meals that are packaged and sent to ill congregate participants shall follow procedures below:

- a. Providers shall establish procedures to identify and track meals sent to congregate participants who are ill.
- b. After 5 consecutive days of receiving a meal, the congregate meal is to be discontinued and the participant assessed for home-delivered meal service.
- c. If a provider has a waiting list for home-delivered meals, an individual may continue to receive a congregate meal upon assessment of the need by the provider and approval by AAA
- d. Providers shall educate food service staff and volunteers on proper handling of these meals to ensure the food safety of meals sent to ill congregate participants.

5. Safety of the food after it has been served to a participant and when it has been removed from the congregate site is the responsibility of the recipient and may be consumed, as that participant deems appropriate. Providers shall post signs stating that:
“For health reasons, taking out potentially hazardous food is not recommended. Doing so is at your own risk.”
6. Reservation System to Prevent Excessive Leftovers.
Providers must establish operational procedures for estimation of the number of meals to prepare and serve and the amount of food to purchase so that leftovers shall be kept to a minimum. To help reduce the number of leftover meals, it is recommended that providers use a reservation system. Use of such a system shall not exclude eligible participants who have not made a reservation.

Food Borne Illness Incidence Reporting

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program, CRFC, FFC

Whenever two or more persons complain of becoming ill within the same period of time after eating food from the same source, a food borne illness incidence report must be filed within 24 hours with the AAA.

The process starts at the program location where the participant reported the suspected food borne illness. Upon taking the complaint, the staff person must complete the Food Borne Illness Complaint Form and submit it immediately to either of the following: the site manager, food production manager or person in charge immediately. The manager or person in charge should inform the Project Director or Food Coordinator who will immediately **impound all implicated leftover foods**, if possible. Cover, label, date and refrigerate all the leftovers. It is the job of the Project director to verify the impounding of all implicated food according to the procedures outlined; contact the project nutritionist requesting immediate consultation and investigation; while at the same time contacting the local health department for consultation and/or investigation. Lastly, the Project Director report should report the incident to the AAA within 24 hours of the complaint, including the following information: the location of the food production; whether it is a home delivered meal or a congregate meal; the name of the program participant; a copy of the complaint; the date of the occurrence; the estimated number of people involved; and what is being done to investigate the allegation. Whoever conducts the investigation, they should ascertain the following information:

- How the suspected food was handled and the holding, cooking, storage practices used
- Who prepared/handled the food and if that person or any other food production staff are sick.
- The temperature of the equipment used to cook the food
- How the food was held and how was it cooled
- What was the temperature of the suspected food
- How much time elapsed between eating the suspected food and the onset of the symptoms (to help identify the possible type of microorganism involved).

Contributed Food and Equipment Requirements

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program, CRFC, FFC

All food contributions accepted by the project shall meet the standards of quality, sanitation and safety set forth in this manual. Food prepared or canned in private homes may not be used in meals provided by the projects financed under nutrition funds. Only commercially prepared or canned foods may be used. Fresh fruits and vegetable of good quality may be contributed to the project.

Food Service Contract Provisions

Refer to Title 22 Code of Regulations, Division 1.8, Article 5 Title IIC Elderly Nutrition Program.

Food service contracts are hereby defined as contracts for the purchase of meals, portion of meals or for food preparation. All recipients of grants shall adhere to all of the standards set forth in federal, State and Solano

County procurement regulations, and policies set forth by the AAA. A competitive bidding process following all pertinent procurement procedures shall be followed and documented.

The food service contract shall delineate clearly a per meal cost with breakdown of raw food cost, non-food supplies cost, labor cost, operational/administrative cost, other cost, and indirect cost or profit margin. The food service contract shall become part of the service contract with the AAA. Program and AAA shall conduct audit of food service contract periodically to ensure compliance of all terms and conditions.

Participant Evaluation of Services

Refer to Title 22 Code of Regulations, Division 1.8 Article 5, Title C - Elderly Nutrition Program §7638.1 and §7638.3

Meal service providers must develop and utilize procedures for obtaining the view of participants about the services they receive. All ENP service providers shall complete at a minimum an annual Client Satisfaction Survey using AAA survey forms.