



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**APPENDIX B  
STATEMENT OF WORK**

**ELDERLY NUTRITION PROGRAM  
CONGREGATE MEALS (C-1), HOME DELIVERED  
MEALS/TELEPHONE REASSURANCE (C-2/III-B)  
PROGRAM**

## **PREAMBLE**

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward

achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

*Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

*Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

*Service Environment*

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

**APPENDIX B**

**STATEMENT OF WORK  
ELDERLY NUTRITION PROGRAM (ENP)  
CONGREGATE MEALS PROGRAM (C-1) AND HOME-DELIVERED  
MEALS/TELEPHONE REASSURANCE PROGRAMS (C-2/III-B)  
FY 2008-09**

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## **APPENDIX B**

### **STATEMENT OF WORK ELDERLY NUTRITION PROGRAM (ENP) CONGREGATE MEALS PROGRAM (C-1) AND HOME-DELIVERED MEALS/TELEPHONE REASSURANCE PROGRAMS (C-2/III-B) FY 2008-09**

#### **1.0) SCOPE OF WORK**

- 1.1. The scope of work outlines the services required to operate the Congregate Meals (C-1), Home-Delivered Meals/Telephone Reassurance (C-2/III-B), programs and provide services to eligible clients as mandated by the Older Americans Act (42 USCS Sections 3001-3058), Code of Federal Regulations (45 CFR 1321.1 – 1321.83), Title 22, California Code of Regulations (CCR), Section 7000 et seq. and Department of Community and Senior Services (CSS) Program Memoranda/Directives and Standard Operating Procedures. The CONTRACTOR is obligated to provide the services described herein. The COUNTY has established a fixed rate for each unit of service provided by the CONTRACTOR.
- 1.2. The Congregate Meals Program (C-1) provides Elderly Nutrition Services (meals) that are intended to maintain or improve the physical and social well-being of mobile older adults in a group setting at strategically located sites to persons sixty (60) years of age or older. These services include: procurement, preparation, transportation and the serving of meals.
- 1.3. The Home-Delivered Meals/Telephone Reassurance Program (C-2/III-B) provides Elderly Nutrition Services that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The Program ensures that nutritious meals are delivered/provided in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include: procurement, preparation, service and delivery of meals.

#### **2.0) CLIENT ELIGIBILITY**

- 2.1. The U.S. Department of Health and Human Services Administration on Aging determines the criteria for the Nutrition Programs. The criteria are based on the current guidelines of the Older Americans Act of 1965, as Reauthorized. The guidelines may be enhanced based on California State regulations and Los Angeles County policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, CONTRACTOR shall only provide Elderly Nutrition Services to eligible individuals.

2.2. CONGREGATE MEALS- Individuals are eligible to become clients and receive Elderly Nutrition Services at the congregate site, a location where meals are served, under the guidelines of the Congregate Meals Program when they meet at least one (1) of the following criteria:

2.2.1 An Older Individual (an individual who is age sixty (60) or above);

2.2.2 The spouse of any Older Individual who accompanies the Older Individual who participates in the program to the dining site;

2.2.3 A person with a disability, under age sixty (60) who resides in a housing facility occupied primarily by Older Individuals at which congregate meal services are provided; or

2.2.4 A disabled individual who resides at home with and accompanies an Older Individual who participates in the program to the dining site.

Disability – means a condition attributable to mental or physical impairments that result in substantial functional limitations in one (1) or more of the following areas of major life activity:

- Self-care
- Receptive and expressive language
- Learning
- Mobility
- Self-direction
- Capacity for independent living
- Economic self-sufficiency
- Cognitive functioning
- Emotional adjustment

2.2.5 Volunteer for Congregate Meals:

- A volunteer is a person who participates in providing meal services without pay.
- A volunteer may be offered a meal if doing so will not deprive an Older Individual of a meal.
- CONTRACTOR will develop a written policy for providing and accounting for volunteer meals served.

2.3. HOME-DELIVERED MEALS – Older Individuals who are eligible to become clients and receive services under the guidelines of the Home-Delivered Meals/Telephone Reassurance Program when they meet at least one (1) of the following criteria:

2.3.1 An Older Individual (age 60 or above) who is frail and homebound by

reason of illness, disability, or is otherwise isolated. The Older Individual must meet the definition of "frail" as defined in Section 7119 of Title 22 California Code of Regulations (22 CCR 7119);

- 2.3.2 "Frail" is defined as an Older Individual is determined to be functionally impaired because the individual either:
  - 2.3.2.1 Is unable to perform at least two activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision.
  - 2.3.2.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
- 2.3.3 The spouse of any Older Individual described in Subsection 2.3.1, regardless of the spouse's age or condition, if an assessment by CONTRACTOR concludes that it is in the best interest of the frail/homebound Older Individual;
- 2.3.4 An individual with a disability who resides in the home of any Older Individual as described in Subsection 2.3.1, if an assessment by CONTRACTOR concludes that it is in the best interest of the homebound Older Individual;
- 2.3.5 Priority should be given to Older Individuals described in Subsection 2.3.1.

### 3.0) SPECIFIC TASKS

- 3.1. The following guidelines establish the definitions and standards for the provision of services that are required by the Elderly Nutrition Program. The unit of service is defined as a measure of output (benefit/service) expressed as meal served and/or telephone reassurance calls to the Older Individual. The unit of measurement is the quantitative representation of the output (benefit/service) provided to the Older Individual; this measurement forms the basis upon which reimbursement is made to the CONTRACTOR. The unit rate is the amount that is reimbursable by the Program for each measure of service provided by the CONTRACTOR.
- 3.2. Congregate Meals Program and Home-Delivered Meals Program General Requirements:

- 3.2.1 Each meal provided by CONTRACTOR shall provide a minimum of 33<sup>1/3</sup>% of the current Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Science, and follow the most recent Dietary Guidelines for Americans published by the U.S Department of Health and Human Services.
- 3.2.2 CONTRACTOR must serve a minimum of one (1) meal per day, five (5) or more days per week. Meals must be provided a minimum of 249 days per year. CONTRACTOR may request a waiver from the Los Angeles County Area Agency on Aging (AAA) Nutritionist, the Registered Dietician (RD) who supervises the Nutrition Program, to operate on a reduced frequency.
- 3.2.3 Menus shall:
- Conform to the menu planning and nutrition standards of the AAA and the California Department of Aging (CDA). See Menu Writing Specifications and Requirements (Appendix C, Exhibit 5) as revised annually.
  - Be approved by the Dietary Administrative Support Services (DASS Program) Registered Dietitian and certified by the AAA Nutritionist.
  - Be planned for a minimum of five (5) weeks.
  - Reflect cultural and ethnic dietary needs of clients, when feasible and appropriate.
  - To the maximum extent practicable, each meal may be adjusted to meet any special dietary needs of program participants. Special dietary menu variations must be approved by the AAA Nutritionist.
- 3.2.4 Each meal provided by CONTRACTOR shall comply with applicable provisions of State and/or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service, and delivery of meals to an older individual as well as satisfy all the requirements of Title 22, CCR, Section 7638.5 and safety standards as written in the current California Retail Food Code (Cal Code) (Cal Health & Safe Code § 113700, et seq.).
- 3.2.5 Where feasible and appropriate, CONTRACTOR shall make arrangements for the availability of meals to eligible participants during a major disaster, as defined in 42 U.S.C. 5122(2).
- 3.2.6 When CONTRACTOR knows, or reasonably suspects that a Program participant has been the victim of abuse, CONTRACTOR shall report the abuse to the authorities in accordance with Section 15630 of the California Welfare and Institutions Code.

3.2.7 Each CONTRACTOR will conduct an annual Client Satisfaction Survey to obtain the views of Clients about services rendered.

3.3. Congregate Meal Additional Requirements:

3.3.1 Meal Delivery – CONTRACTOR:

- Must ship hot food to congregate sites in insulated containers, heated containers, or heated trucks to maintain temperature of 140°F or above.
- Must ship cold food in ice chests, insulated containers, or refrigerated trucks to maintain temperatures of 40°F or below.
- May ship bread, whole fruits, cookies, cake, and other non-potentially hazardous foods at room temperature.

3.3.2 Meals Service – CONTRACTOR shall:

- Hold hot food hot for a maximum of three (3) hours from the completion of cooking at the central kitchen to the completion of service at the congregate site.
- Hold hot food hot, as described in Subsection 3.3.1 above, for a maximum of two (2) hours at the congregate site.
- Serve meals at regular time at each congregate site.
- Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(q).
- Ensure each congregate site maintains a minimum participation of at least 18 eligible Older Individuals per day. CONTRACTOR may request a waiver of this requirement from the AAA Nutritionist.

3.3.3 Menus shall:

- Be posted in a location easily seen by clients at each congregate meal site.
- Be legible and easy to read in the language of the majority of the clients.

3.3.4 Each congregate meal shall be served in a facility that complies with the Americans with Disabilities Act; has restrooms, lighting, and ventilation, which meet the requirements of Cal Code and has equipment, including tables and chairs that is sturdy and appropriate for Older Individuals. Tables should be arranged to assure ease of access and encourage socialization.

3.4. Home-Delivered Meals Additional Requirements (for all Home-Delivered Meals Contractors):

3.4.1 Each home delivered meal may consist of hot, cold, and/or frozen food.

3.4.2 CONTRACTOR shall set regular delivery schedule so meals will be delivered at a consistent time every day.

3.4.3 CONTRACTOR must provide written instructions, in the language of the majority of participating Older Individuals, for handling and re-heating home-delivered meals.

3.4.4 Shipping Requirements:

- Hot meals must be shipped in insulated containers, heated containers, or heated truck to maintain temperature 140°F or above.
- Cold food must be shipped in ice chests, insulated containers or refrigerated trucks to maintain temperatures 40°F or below.
- Bread, whole fruits, cookies, cake, and non-potentially hazardous foods may be shipped at room temperature.

3.4.5 Hot Meals:

- The hot home-delivered meals shall be delivered to participants in a sanitary manner and within a period of time to maintain quality and to assure absence of contamination as detailed in 3.4.4 above.
- Maximum length of a hot home delivered meal route is two hours (2 hours) or longer with approval from the AAA Nutritionist.
- CONTRACTOR, central kitchen, or caterer must utilize a batch production (producing the product in multiple loads/batches) cooking schedule if the same drivers deliver meals on two routes on the same day. Food may not be held hot for more than three hours in the central kitchen and in the delivery vehicle combined.

3.4.6 Frozen Meals:

- Frozen food will be handled in a sanitary manner so as to assure absence of contamination and packaged so as to assure temperature control.
- Meals must remain frozen until the final stop. Temperature should be no higher than 31°F.

3.5 Telephone Reassurance - Provides regular contact and safety checks by trained volunteers and/or staff to reassure and support Older Individuals who are homebound. The following guidelines are applicable to Telephone Reassurance Services:

- 3.5.1 Eligible Client must be either a home-delivered meal recipient or on a waiting list for home delivered meals.
- 3.5.2 Telephone Reassurance Service must be provided to all recipients of frozen home-delivered meals and all persons on a waiting list for home-delivered meals.
- 3.5.3 Telephone Calls Frequency:
  - At a minimum, CONTRACTOR must telephone clients one (1) day per week for frozen meal clients and one (1) call every month for waiting list clients.
  - At the discretion of CONTRACTOR, hot home-delivered meals clients may be called one (1) day per week.
  - CONTRACTOR must establish and maintain a telephone log demonstrating frequency of calls for hot, frozen and waiting list home-delivered meals.

#### 4.0) CLIENT ASSESSMENT FOR CONGREGATE AND HOME-DELIVERED MEALS

##### 4.1. CONTRACTOR shall comply with the following:

- 4.1.1 Register each eligible Older Individual in the Congregate and Home-Delivered Meal programs using the Client Intake form (Appendix C, Exhibit 3, of this RFP). All information in the Client Intake Form must be completed including Activities of Daily Living (ADL), the Instrumental Activities of Daily Living (IADL) and conducting a nutrition screening (utilizing the Nutrition Screening Initiative Check List). For Congregate Meal program, CONTRACTOR shall register each Older Individual within the first month of their participation.
- 4.1.2 The Client Intake information (obtained pursuant to Section 4.1.1 above), including ADL, IADL and nutrition screening, must be updated annually.
- 4.1.3 CONTRACTOR is required to work with the AAA's ENHANCE Program Contractor identified on the annual Nutrition Program Provider List to refer Clients that the CONTRACTOR has assessed at high nutrition risk according to the National Screening Initiative Check List . See Section 7.0, Mandatory Coordination with ENHANCE Program, of this Statement of Work.
- 4.1.4 Assist Older Individuals in taking advantage of benefits under other supportive services programs (45 CFR Section 1321.65(f), and CONTRACTOR shall provide referral(s) as necessary.

4.2. Home-Delivered Meal CONTRACTORS shall also:

- 4.2.1 Implement criteria to assess the level of need for each eligible home-delivered nutrition service client outlined in Section 2.3 above and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions to the Manual.
- 4.2.2 CONTRACTOR's initial determination of eligibility for Home-Delivered Meals Services may be accomplished by telephone.
- 4.2.3 CONTRACTOR's written assessment of client eligibility shall be done in the home of the client within two (2) weeks of beginning meal service.
- 4.2.4 Reassess client need(s) on a quarterly basis and perform a reassessment of a client's needs in the client home a minimum of every other quarter.
- 4.2.5 CONTRACTOR must include a written record of each client's assessment and reassessment and any other updates in the client's file.
- 4.2.6 Establish a waiting list for home-delivered meals whenever the home-delivered meal CONTRACTOR is unable to provide meals to all eligible individuals. The decision to place eligible recipients of a home-delivered meal on a waiting list, and their position on such a list, shall be based on older individuals with greatest economic need, older individuals with greatest social need, older individuals at risk for institutional placement, and/or in accordance with policy established by the home-delivered meal CONTRACTOR with an approval from the AAA Nutritionist.

5.0) NUTRITION SERVICES INCENTIVE PROGRAM (NSIP)

- 5.1 The purpose of the NSIP is to provide incentives that encourage and reward effective performance by CONTRACTOR in the efficient delivery of nutritious meals to Older Individuals. The program is administered by the United States Administration on Aging (AoA) within the federal Department of Health and Human Services. The program provides additional funding to supplement the cost for food used in meals served under the Section 311 of Older Americans Act (OAA). NSIP reimbursement may be requested by CONTRACTORS for meals which:

- 5.1.1 Meet the dietary guidelines, as specified in Section 339 of the OAA (42 U.S.C. 3030g-21).

- 5.1.2 Are served to eligible participants, as specified in Sections 2.2 and 2.3 of this Statement of Work.
- 5.1.3 Are served to volunteers of any age pursuant to Subsection 2.2.5 of this Statement of Work.
- 5.1.4 Meet the other requirements outlined in 3.2.1, 3.2.2, 3.2.3, and 3.2.4 above.
- 5.1.5 Follow the provisions of "Offer Versus Serve", as found in 7 CFR 226.20(q):
  - 5.1.5.1 Congregate meal participants may be permitted to decline items due to preference or medical reasons.
  - 5.1.5.2 NSIP reimbursement is not affected when a participant declines menu items.

5.2 Use of NSIP cash reimbursement: NSIP reimbursement shall be used only to purchase food used in the Elderly Nutrition Program.

5.3 NSIP funds shall not be used to meet cost sharing or as matching funds for any other federal program.

6.0) **MANDATORY COORDINATION WITH CENTRALIZED DIETARY ADMINISTRATIVE SERVICES (DASS PROGRAM) CONTRACTOR**

- 6.1. CONTRACTOR is required to work with the AAA's DASS Contractor (identified in the AAA Annual Nutrition Provider List) to receive the following nutrition services: Project Dietitian/Nutritionist oversight, nutrition education for congregate and home-delivered meal participants, quality assurance, monitoring of meal sites and routes, training for food service staff and volunteers, and technical assistance in areas such as menu development, caterer selection, purchasing and problem-solving.
- 6.2. The CONTRACTOR shall correct any problems noted in DASS Contractor's Monitoring Reports submitted to the CONTRACTOR each month.
- 6.3. Development of Project Menus: A Project Dietitian/Nutritionist is assigned by DASS Contractor to the CONTRACTOR to develop menus for the Nutrition Program in conjunction with the CONTRACTOR, food production staff, caterers and the CONTRACTOR'S Senior Project Advisory Council, a group of program participants organized by the CONTRACTOR to give the program input and advice.

6.4 Approval Project Menus: Project menus meeting Dietary Guidelines requirements (Section 339 of the OAA (42 USC 3030g-21)) must be approved by the AAA DASS Contractor and certified (reviewed and approved) by the AAA Nutritionist.

7.0) MANDATORY COORDINATION WITH EFFECTIVE NUTRITIONAL HEALTH ASSESSMENT NETWORKS OF CARE FOR ELDERLY (ENHANCE) PROGRAM CONTRACTOR

7.1. CONTRACTOR is required to make client referrals of all clients who are diabetics or who score six (6) and above on the Nutrition Risk Scale on the Client Intake Form to AAA's ENHANCE Contractor (identified in the AAA Annual Nutrition Program Provider list) either in person or by FAX, phone or E-mail.

7.2. CONTRACTOR may plan and schedule appropriate Health Promotion / Disease Prevention Clinics which are selected with input from Project Advisory Council and coordinated ENHANCE Contractor.

8.0) CENTRAL KITCHEN/CATERER

8.1. In order to provide the meals prepared pursuant to this Contract, the CONTRACTOR must utilize a central kitchen or caterer for the preparation of meals. In either case, the CONTRACTOR shall ensure that the following guidelines are implemented:

8.1.1. CONTRACTOR shall employ a Nutrition Project Director, Food Service Manager or a Caterer, and Site Manager who are certified Food Handlers by the Los Angeles County Department of Public Health. There must be a certified person in-charge at each kitchen and at each congregate meal site. The Nutrition Project Director and Food Service Manager/Caterer must obtain Hazard Analysis and Critical Control Points (HACCP) Program training.

8.1.2. CONTRACTOR shall ensure that all kitchens, congregate sites, and caterers maintain and utilize operational HACCP and quality assurance programs.

8.1.3. CONTRACTOR shall conform to the requirements outlined in 22 CCR 7630-7638.13 and the appropriate section(s) of the AAA Food Service Standard Operating Procedures Manual including any amendments or revisions.

## SELECTION OF CATER PROVIDER

- 8.2. Competitive Bid Process/Procurement of Caterer (catering services): CONTRACTOR proposing sub-contracting the preparation of meals is required to contract only with caterers approved by the AAA Nutritionist (see Appendix C, Exhibit 4 of this RFP).
- 8.3. CONTRACTOR shall award an elderly nutrition services contract to caterer for congregate and/or home-delivered meals through a competitive bid process, pursuant to Title 22 Sections 7352 through 7364.
- 8.4. CONTRACTOR must complete the Third Party Form obtained from the County.
- 8.5. CONTRACTOR must submit the completed form(s) to the AAA Nutritionist for review and approval.

## 9.0) HEALTH AND FIRE INSPECTIONS

CONTRACTOR must maintain a grade of "B" or better from the Los Angeles County Department of Health Services (LACDHS) based on inspections conducted by LACDHS. CONTRACTOR must submit copies of the annual inspection reports from both LACDHS and the Los Angeles County Fire Department for each congregate site, central kitchen and/or caterer.

## 11.0) CONTRIBUTIONS AND FEES FOR COST OF MEALS

- 11.1. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal.
- 11.2. CONTRACTOR shall develop a suggested contribution with input from the Project Advisory Council.
- 11.3. When developing this contribution amount, the income ranges of the Older Individuals in the community and the CONTRACTOR's additional sources of income shall be considered.
- 11.4. A sign indicating the suggested contribution for eligible individuals, and the guest fee (amount charged to non seniors), shall be posted by CONTRACTOR near the contribution container at each congregate meal site.
- 11.5. The guest fee shall be sufficient to cover all meal costs.
- 11.6. No eligible individual shall be denied participation because of failure or inability to contribute.

- 11.7. CONTRACTOR shall ensure that the decision to contribute as well as the amount of the eligible client's contribution is kept confidential.
- 11.8. CONTRACTOR shall establish written procedures to protect contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at the CONTRACTOR's site.
- 11.9. All contributions and fees shall be identified as Program Income and used to: increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

12.0) SUMMARY OF SERVICE UNITS

12.1.

| <b>Required Unit of Service</b>                              | <b>Unit of Measurement</b>  | <b>Maximum Unit Rate</b> |
|--|---|--------------------------|
| Meal served to eligible participant at congregate site (C1)  | One (1) meal served containing typical American foods (Beef Stew, etc.) | \$4.33                   |
|  | One (1) meal served-containing Asian foods (Chicken Shu Mai, etc.)      | \$5.33                   |
| Meal served to eligible Home-Delivered Meal participant (C2) | One (1) meal served-Hot   | \$5.34                   |
|  | One (1) meal served-Frozen  | \$3.71                   |
| Telephone Reassurance  | One (1) telephone call  | \$0.55                   |

- 12.2. Unit rates may be subject to change based on fund availability and Program costs.
- 12.3. In addition, CONTRACTOR may receive the following reimbursement from NSIP funds.

| <b>Required Unit of Service</b>                                | <b>Unit of Measurement</b> | <b>Maximum Unit Rate</b> |
|--|----------------------------|--------------------------|
| NSIP – Meal Served to Eligible Participant at Congregate       | 1 meal served              | \$0.54                   |
| NSIP –Meal Service to Eligible Home Delivered Meal Participant | 1 meal served              | \$0.60                   |

- 12.4. Nutrition Services Incentive Program rates are based on funding availability and are subject to change by the AAA.

### 13.0) ADDITIONAL REQUIREMENTS

In addition to the specific tasks necessary to provide units of service to clients, the CONTRACTOR must also adhere to minimum requirements to ensure that the CONTRACTOR maintains the level of care, performance, staffing, reporting and compliance with Los Angeles County, California State, and Federal guidelines that govern the Program.

- 13.1 CONTRACTOR shall provide Outreach, marketing the Program's services to all ethnic groups in each Supervisorial District in which services are being provided by CONTRACTOR.

Outreach is defined as interventions initiated by CONTRACTOR for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits.

- 13.2 CONTRACTOR must have written procedures to protect the confidentiality and privacy of client information collected for Program purposes in accordance with Title 22 CCR 7500(b).
- 13.3 CONTRACTOR must maintain a cash reserve, without using grant funds; equal to the amount it would cost to operate the program for one month.
- 13.4 CONTRACTOR shall track all contract funds and CONTRACTOR shall provide a tracking of contract funds during audits.

### 14.0) CONTRACTOR PERSONNEL

#### 14.1 General Requirements

- 14.1.1 There shall also be a sufficient number of qualified staff with the appropriate education and experience to carry out the requirements of the Elderly Nutrition Program. The total number of staff shall be based on the method and level of services provided, and the size of the service area.
- 14.1.2 CONTRACTOR shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, and any other applicable staffing requirements of COUNTY for CONTRACTOR to provide services hereunder. Such personnel shall be qualified in accordance with all applicable requirements and any amendments thereto.

14.1.3 The CONTRACTOR shall ensure that CONTRACTOR staff shall be available to all clients, referral sources, and other individuals on a minimum five-day-a-week basis. Personal telephone contact shall be available during CONTRACTOR'S hours of operation. CONTRACTOR shall ensure that each CONTRACTOR site has a telephone answering machine or voice mail in place during off-business hours.

14.2 Each CONTRACTOR staff must include a Nutrition Project Director

14.2.1 Responsibilities: The Nutrition Project Director will plan, organize and direct all administrative and program activities related to the Program/AAA Contract. The Nutrition Project Director will define lines of authority and will develop the roles and parameters of responsibility for congregate meal staff consistent with established requirements. In addition, the Nutrition Project Director serves as the coordinator/liaison for all AAA-funded services, ensuring that any overall communications relevant to AAA services are conveyed to the appropriate personnel.

14.2.2 Minimum Education, Experience and Qualifications:

14.2.2.1 Bachelor's degree

14.2.2.2 A minimum of two (2) years experience in food services or a related field or approval by the AAA Nutritionist. In addition, the individual must possess and demonstrate the following:

- Ability to provide guidance on decisions requiring judgment and assistance with problem situations;
- Administrative ability to explain goals, policies, and procedures and assist staff in adjusting to changes that occur;
- Ability to evaluate the performance of food service/site managers based on established criteria;
- Expertise in the provision of social service to older adults;
- Successful completion of a basic course of training in Hazard Analysis Critical Control Point (HACCP) ; within six (6) months of hire; and

- Current certification as a Food Handler by the Los Angeles County Department of Public Health Services or certification within six (6) months of hire.

### 14.3 Food Service Manager

14.3.1 Responsibilities: When CONTRACTOR operates a central kitchen, providing participant meals, the CONTRACTOR shall employ a Food Service Manager who shall oversee the daily food service operations, both managerial and administrative, of the Nutrition Services Program

14.3.2 Minimum Education, Experience and Qualifications: The Food Service Manager shall be certified as a Food Handler by the Los Angeles County Department of Public Health, have successfully completed the basic HACCP course, and within six (6) months of hire meet one (1) of the following criteria:

- Possess an associate degree in institutional food service management, or a closely related field, such as, but not limited to, restaurant management, plus two (2) years experience as a food service supervisor; or,
- Demonstrate experience in food service, such as, but not limited to, cooking at a restaurant, and within (12) months of hire successfully complete a minimum of twenty (20) hours specifically related to food service management, business administration, or personnel management at the college level. Prior to completion of required hours, this individual's performance shall be evaluated through quarterly monitoring by a registered dietitian; or,
- Two (2) years experience managing food services. Such experience shall be verified by the CONTRACTOR and approved by the AAA Nutritionist prior to hire.
- Must speak, read, write, and communicate fluently in English.
- Spanish fluency is desirable.

### 14.4 Site Manager

CONTRACTOR staff must include Site Manager(s)

14.4.1 Responsibilities: The Site Manager will be located at each congregate nutrition meal service site to oversee all the daily activities and shall physically remain at the site during the time that the congregate meal activities occur.

- 14.4.2 Minimum Education, Experience and Qualifications: The Site Manager must obtain certification as a Food Handler from the Los Angeles County Department of Public Health within six (6) months of being hired.
- Site manager must be able to speak, read, write, and communicate in English.
  - Spanish fluency is desirable.

14.5 Other Staff

- 14.5.1 Volunteer Services: Volunteers shall be recruited and used in any phase of program operations where qualified.
- 14.5.2 Preference to Older Individuals: Preference shall be given to hiring Older Individuals subject to the qualifications of the position.
- 14.5.3 CONTRACTOR shall provide sufficient number of additional qualified staff with the appropriate education and experience to carry out the requirements of the Program. The total number of staff shall be based on method and level of services provided and the size of CONTRACTOR's service area.
- 14.5.4 CONTRACTOR shall always have someone with authority to act on behalf of CONTRACTOR available during work hours.

- 14.6 Caterer (not applicable to CONTRACTOR utilizing a central kitchen as the sole means of congregate or home-delivered meal preparation).

Minimum Education, Experience and Qualifications Caterer must meet the minimum education, experience and qualifications outline above for Food Service Manager.

15.0) LICENCES

- 15.1 CONTRACTOR shall obtain and maintain, during the term of this Contract, all appropriate licenses, permits and certificates required by all applicable Los Angeles County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of services hereunder. A copy of each license, permit and certificate shall be sent to CSS, Contract Management Division (CMD) prior to the execution of the Contract.
- 15.2 If CONTRACTOR operates a Program kitchen facility and/or subcontracts with a caterer, CONTRACTOR must maintain proof of the following:
- Public Health Permit/Business license

- Health Department Inspection Report (recent 12 months)
- Fire Department Inspection Report (recent 12 months)
- Hazard Analysis Critical Control Point (HACCP) Certificate, ServSafe Certificate and Certified Food Handler Permit for food service manager
- Insurance as indicated in the Appendix A, Sample Contract Part I, Section 4.0, Insurance Requirements.

**16.0) MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF**

CONTRACTOR must demonstrate the ability to serve “ethnically-sensitive” meals to targeted populations in the proposed service area.

The CONTRACTOR must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, CONTRACTOR must seek to hire qualified staffs that are multilingual and/or multicultural in order to better reflect the communities served. In addition, the CONTRACTOR and its staff are expected to develop cultural competency and cross-cultural clinical practice skills. The CONTRACTOR must also develop effective linkages with various ethnic, health and social service agencies for the benefit of clients.

**17.0) QUALITY ASSURANCE**

17.1 On an annual basis, the AAA will implement quality assurance measures. The CONTRACTOR shall convene a committee or task group that performs Continuous Quality Improvement (CQI) functions, including conducting customer satisfaction surveys and other specific studies related to the CQI processes. This committee will also set policies as well as review and approve recommendations.

17.2 CONTRACTOR will cooperate with DASS Contractor and AAA Nutritionist and correct any findings from DASS monthly reports and AAA Nutritionist assessments.

17.3 CONTRACTOR shall immediately inform COUNTY of any issues that may prevent or hinder service performance.

**18.0) TRAINING**

18.1 CONTRACTOR shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (including volunteers).

18.2 CONTRACTOR is responsible for ensuring its staff, both existing and new, are properly trained in all areas related to providing Elderly Nutrition Program.

- 18.3 CONTRACTOR shall develop and implement a staff training curriculum each year utilizing the DASS Contractor and resources of the AAA as available, and calling upon experts within the aging network to develop and/or provide training.
- 18.4 The CONTRACTOR'S Project Director shall ensure, to the extent possible, that all appropriate CONTRACTOR staff attend relevant training sessions established by the AAA for their benefit, and that, at a minimum, a CONTRACTOR staff person represents the CONTRACTOR at each relevant training session. The AAA may establish, provide, and/or require mandatory training of CONTRACTOR staff at its discretion.
- 18.5 CONTRACTOR will coordinate staff training with DASS Contractor and AAA Nutritionist.
- 18.6 CONTRACTOR shall comply with all training requirements outlined in Title 22CCR Section 7636.5.

#### 19.0) COLLABORATIONS

CONTRACTOR must form collaborations with other AAA Contractors, including Nutrition Contractors, and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of services. CONTRACTOR shall develop linkages with other community-based long-term care service providers, particularly those that see the client at home. CONTRACTOR is encouraged to share vital assessment information with other agencies providing services to the client in the home (such as Case Management and ENHANCE Program.) However, in sharing information with other agencies, the CONTRACTOR must respect client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.

The CONTRACTOR shall establish procedures to protect all participant level information consistent with the terms of the Contract and all applicable laws and shall not disclose participant information outside of CSS and its partners without written consent from CSS and the participant.

#### 20.0) PROGRAM PERFORMANCE/REALLOCATION OF FUNDS

- 20.1 The CONTRACTOR is required to serve 100% of meals contracted for and as stated in (Appendix C, Exhibit 6 and 8 of this RFP) Proposed Program Services within the contracted year.
- 20.2 The performance of CONTRACTOR will be reevaluated as of the end of December of each fiscal year, and funds may be reallocated. If CONTRACTOR fails to serve 95% of the meals required under this contract (Appendix C, Exhibit 6 and 8, Proposed Program Services) as required, funds

may be reduced and reallocated to other Elderly Nutrition Program agencies that are over performing above 100% and qualify for grant increases. Additionally, the County at its discretion may reduce the CONTRACTOR's annual grant for the following fiscal year to more accurately reflect the CONTRACTOR's level of service.

- 20.3 The Contract includes Performance Requirements Standards that will measure the CONTRACTOR's performance related to Program and operational measures. The Contract includes a Performance Requirements Summary (PRS) Chart (Appendix C, Exhibit 1 of this RFP) that summarizes the standards required and their corresponding Acceptable Quality Level. CONTRACTOR is responsible for meeting the Acceptable Quality Levels provided in the PRS Chart as well as the provision of services outlined in Appendix C, Exhibit 6 and 8 of this RFP, Proposed Program Services.

## 21.0) OUTCOME MEASURES

CONTRACTOR is required to conduct ongoing customer satisfaction surveys for congregate and home-delivered meal clients. The results of the surveys will be used by CONTRACTOR to make changes to the menu and make quality improvements in nutrition services provided to older adults. The CONTRACTOR may be asked to comply with and develop other outcome measures. The AAA is committed to providing the most comprehensive nutrition services by promoting better health through improved nutrition, and reduced isolation through programs coordinated with nutrition related supportive services. See Appendix C, Exhibit 1 of this RFP, Performance Requirements Summary (PRS) Chart for additional program Performance Requirements.

## 22.0) REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 22.1 The California State Department of Aging requires CONTRACTOR to establish record procedures that ensure the accuracy and authenticity of the number of eligible Older Individual meals served each day. CONTRACTOR shall submit, on a monthly basis and no later than the 10<sup>th</sup> business day of the month following the month of service, the total number of meals served to AAA MIS Data Analyst and AAA Nutritionist.
- 22.2 CONTRACTOR shall develop and maintain records on congregate and home-delivered meal participants including Client Intake, Assessment and Reassessment.
- 22.3 CONTRACTOR shall provide to AAA MIS Data Analyst and Nutritionist, in a timely manner, statistical and other information which the AAA requires in order to meet its planning, coordination, evaluation and reporting requirements.

- 22.4 CONTRACTOR shall verify and ensure accuracy of data represented in the mandated program requirements and financial reports prior to CONTRACTOR's submission to the AAA MIS Data Analyst and Nutritionist.
- 22.5 All records and reports shall be maintained and made available for audit, assessment, or inspection by authorized representatives of CSS.

### 23.0) MANAGEMENT INFORMATION SYSTEMS (MIS) REQUIREMENTS

- 23.1 CONTRACTOR is required to participate in the CSS automated Management Information System (MIS) and to have a compatible microcomputer system, a dedicated phone line, and to maintain equipment and the system in accordance with the configuration specifically approved by the Los Angeles County. Only systems, equipment, software, and on-line communications approved by the County shall be installed on the MIS Direct Data Entry system. CONTRACTOR shall be responsible for its own data input of required information for monthly transmission to the central database system located at the AAA.
- 23.2 All computer hardware should be standard and common national brands to assure proper compatibility with other hardware and software. Hardware and software not meeting the following specifications may be acceptable only upon AAA approval.
- 23.3 Hardware – CONTRACTOR is required to have the following:
- 23.3.1. An Intel Processor, Pentium 4 (2 Gigahertz GHz or greater) with Windows 2000, Professional Edition, a minimum of 512 Megabytes of RAM and a hard drive with 40 Gigabytes in addition to a keyboard, mouse, CD-ROM drive (48x or better), and a standard monitor (with a minimum 17" screen).
  - 23.3.2. A standard laser printer
  - 23.3.3. Surge suppressor devices with EMI/RFI filter capability
  - 23.3.4. CONTRACTOR must maintain at its headquarters a reliable high speed DSL cable modem or broadband access to the Internet and a 56-kilobits (K) modem and telephone line available as backup.
  - 23.3.5. Service delivery sites that are remote from the CONTRACTOR'S headquarters may also be required to have one (1) of the following:

- Notebook or laptop computer that is synchronized with the headquarters computer on a daily basis
- Tower or laptop computer and a 56K modem and telephone line for Internet access.

23.3 CONTRACTOR is required to have the following:

23.3.1 Anti-virus software installed.

23.3.2 Microsoft Internet Explorer 6.0 or higher.

23.3.3 The following software may also be required:

- Microsoft Office 2000 Professional or Microsoft Office XP Professional.
- Internet security software installed.

23.4 Staffing

23.4.1 CONTRACTOR shall assign a staff person, other than the Project Director and not a volunteer, to have the primary responsibility for the MIS system. This person may perform this function on a part-time basis (at least 20 hrs/week) and perform other provider functions, but this person will be the primary contact person for MIS issues and problems. The individual must be able to set up and install the hardware and software and perform all basic operations and database backups, as required. This individual will direct and supervise the work of other staff and volunteers who may work on the computer, and oversee the security of all hardware, software and data. A back-up staff person (who is not a volunteer) must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.

23.4.2 CONTRACTOR shall inform the AAA MIS Data Analyst of the name of the CONTRACTOR MIS staff person and backup within two weeks of their assignment or reassignment.

23.4.3 Facilities

CONTRACTOR shall provide the following:

- A table or desk for the computer, printer and scanner with adequate workspace.
- Appropriate electrical outlets.
- A direct (not rotary or PBX) analog telephone line at computer location.

- Additional telephone lines (as required/directed for Client Tracking)
- A secure, locked room or lock-down cables to secure all equipment.

### 23.5 Maintenance

CONTRACTOR is responsible for all maintenance, repair, or replacement of hardware and software required for MIS, which must be done in a timely and efficient manner. Equipment must be available for inspection by AAA staff during regular business hours.

### 23.6 Supplies

CONTRACTOR is responsible for all necessary supplies, including diskettes, paper, ribbons, cartridges and other media.

### 23.7 Future Changes

Technology and computers are changing rapidly and the AAA may change its systems to utilize and explore these changes. These may include the acquisition of additional hardware, software and communication lines, as the AAA deems appropriate. CONTRACTOR must supply all equipment, peripherals, supplies, etc. that may be required by the AAA for future changes.

## 24.0) LOCATION OF SERVICE AND HOURS OF OPERATION

24.1 CONTRACTOR shall continuously manage, operate, and perform Program services at the congregate meal sites and the central kitchen(s) at the location(s) indicated in Appendix C, Exhibit 6 and 8 of this RFP, Proposed Program Services.

CONTRACTOR shall obtain:

- All required building inspection certificates (health, fire, etc.); and
- Prior written consent of the Director of Community and Senior Services or authorized designee, and shall comply with Part II, Section 22.0, Modifications/Amendments, of Appendix A, Sample Contract, if applicable, before modifying or terminating services, or revising hours of service delivery at a previously designated location(s) and/or before commencing such services at any other location.

24.2 CONTRACTOR shall ensure that all site locations/buildings and surrounding areas are: maintained in a manner consistent with applicable local, state, and

federal occupational safety and sanitation regulations; The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition; The physical locations shall be acceptable to the public. The CONTRACTOR shall comply with the Americans with Disabilities Act of 1990.

- 24.2.1 The CONTRACTOR shall publicly display the days and hours of operation for the provision of contracted services. The CONTRACTOR shall ensure that availability for Program services is appropriate for the demographics associated with the service area (site location).
- 24.2.2 The CONTRACTOR's office shall be open 8 hours per day. The Central Kitchen shall be in operation 6 to 8 hours per day. The congregate sites shall be open a minimum of 4 hours per day.
- 24.2.3 CONTRACTOR must serve meals at regular fixed times at each congregate site. CONTRACTOR may select meal times according to the following schedules:
- Breakfast will be served between 8 a.m. and 10:30 a.m.
  - Lunch will be served between 11 a.m. and 3 p.m.
  - Dinner will be served between 4 p.m. and 7 p.m.
- 24.2.4 CONTRACTOR must deliver home-delivered meals to Older Individuals between 9 a.m. and 3 p.m.
- 24.2.5 CONTRACTOR will inform County one hundred and eighty (180) days notice if location of CONTRACTOR'S office, Congregate Meal site(s), or central kitchen is relocated.

### 24.3 Multipurpose Senior Centers

If CONTRACTOR operates a Multipurpose Senior Center as defined under Title 42 USCS Section 3002, CONTRACTOR must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

24.3.1 If CONTRACTOR operates a multipurpose senior center CONTRACTOR shall also comply with the provisions contained in the following acts:

- Copeland "Anti-Kickback" Act (18 USCS 874, 500 SC 276c) (29 CFR, Part 3).
- Davis-Bacon Act (40 USCS 276a-7) (29 CFR, Part 5.0).
- Contract Work Hours and Safety Standard Act (40 USCS 327-330) (29 CFR, Part 5).
- Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR, Part 60).

24.3.2 Authorized COUNTY, State or Federal representatives shall have the right to monitor CONTRACTOR'S performance relating to acquisition, alteration, renovation, or construction pursuant to this Contract; said monitoring to include, but not be limited to, inspections of premises (acquired, altered, renovated, or constructed) and interviews with project supervisor and staff during normal business hours.

24.3.3 CONTRACTOR assures that when an existing facility has been altered (with funds made available by this Contract) and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

- Not less than three (3) years from the date the Contract terminates where the amount of the Contract or award of funds including the non-federal share, does not exceed \$30,000.
- If the Contract amount or award of funds, including the non-federal share, exceeds \$30,000, the fixed period of time shall increase one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.

- For Contract amounts, or award of funds, including the non-federal share, that exceed \$75,000, the fixed period of time shall be not less than ten (10) years.

## 25.0) OTHER PROVISIONS

### 25.1 Program Supervision, Monitoring and Review

Services hereunder shall be provided by CONTRACTOR under the general supervision of the Director of CSS or authorized designee. The CSS Director, or authorized designee, shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the services and the criteria for determining the persons to be served. CONTRACTOR agrees to extend to CSS Director, or authorized designee, to authorized State representatives, and to authorized Federal representatives the right to review and monitor CONTRACTOR'S facilities, programs, records, or procedures at the discretion of COUNTY, State and Federal representatives. Appropriate staff of CONTRACTOR, as requested by the Community and Senior Services Director, or authorized designee, shall attend all training sessions and meetings called by CSS for the purposes of information sharing, policy orientation, and program development and orientation. Additionally, CONTRACTOR staff is required to regularly attend meetings in its area or other meetings designated by the AAA.

### 25.2 Emergencies

#### 25.2.1 Suspension of Performance

Following written request from CONTRACTOR and upon written authorization from the COUNTY, CONTRACTOR may be excused from performance hereunder for any period of time attributable to an unavoidable delay caused by inclement weather, earthquake, fire, flood, landslides, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute, or any other unforeseeable cause beyond the control and without the fault of the CONTRACTOR. CONTRACTOR shall suspend the project only upon receipt of written approval by the COUNTY and in accordance with procedures and instructions set forth in said notice of approval.

25.2.2 Notwithstanding Subsection 25.2.1 above, CONTRACTOR shall make every possible effort to ensure meals are available to all participants during any of the emergency situations listed in Subsection 25.2.1.

### 25.3 Unusual Occurrences

Occurrences such as natural disaster (include earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies, such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of participants, personnel or visitors shall be reported by the CONTRACTOR within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph to the local health officer and Community and Senior Services. Crime related occurrences, such as theft or vandalism, must be reported to the local police or sheriff and CSS within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph. The CONTRACTOR shall prepare and retain an incident report on file. CONTRACTOR shall maintain all incident reports in a manner consistent with Part II, Section 66.0, Record Retention and Inspection/Audit Settlement, of Appendix A, Sample Contract. The CONTRACTOR shall furnish such other pertinent information related to such occurrence as the local authorities and/or CSS may require.

### 25.4 Emergency and Disaster Preparedness

- 25.4.1 Notwithstanding CONTRACTOR'S and COUNTY'S contractual objective to provide services to eligible persons age sixty (60) and over, CONTRACTOR shall make Program services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse CONTRACTOR for funds expended.
- 25.4.2 CONTRACTOR must have a written emergency plan on file describing how services will be maintained during the event of a disaster or emergency.
- 25.4.3 CONTRACTOR must maintain a registry of Program participants for emergency purposes.

### 26.0) CONTRACTOR MATCHING SHARE

CONTRACTOR shall provide at least 15% match (contribution) of its total Program costs/expenditures in accordance with the provisions of the Budget. Therefore, the Maximum Contract Sum funded by COUNTY provides 85% of the CONTRACTOR's total funding for Program Costs and CONTRACTOR must match, at a minimum, 15% of its costs with other resources. The matching share may be cash or an in-kind contribution or a combination thereof. The criteria for establishing the value on non-

cash items is the Fair Market Value. Volunteer's services may be used to meet the in-kind match. Additionally, in-kind contribution of the Fair Market Value of services performed by volunteers may not exceed fifty percent (50%) of the required 15% CONTRACTOR match.

In-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the CONTRACTOR.

## 27.0) METHOD OF COMPENSATION

COUNTY, at its sole discretion, has the option of altering the method of payment from full reimbursement for units of service completed to an amount equal to one-twelfth (1/12) of the total Contract amount per month if the CONTRACTOR is over-achieving, i.e. providing meals in excess of the estimated monthly quote, and it appears funds will be completely drawn down prior to the full term of this Contract. COUNTY also reserves the right to withhold payment/reimbursement to the CONTRACTOR if the CONTRACTOR has failed to make payment to a vendor/subcontractor (e.g., caterer or food supplier, etc.) within thirty (30) days after receipt of billing.

27.1 NSIP REIMBURSEMENT: Subject to availability of funding from NSIP through the CDA and the requirements of the SOW, COUNTY agrees to make payments for NSIP funds to CONTRACTOR as follows:

27.1.1 CONTRACTOR shall submit to COUNTY a monthly invoice for congregate and/or home delivered meals served, as prescribed in the Appendix A, Sample Contract, Part 1, Section 5.0, Invoices and Payments. The invoice shall contain an accounting of all meals that are eligible for reimbursement. For each meal served, CONTRACTOR is entitled to receive reimbursement at the prevailing NSIP rates for C-1 and C-2 meals (as determined by COUNTY).

27.1.2 Upon receipt of each invoice from CONTRACTOR, the COUNTY shall follow standards provide in Appendix A, Sample Contract, Part I, Section 5.0, Invoices and Payments. The additional and separate monies derived through NSIP shall be paid by COUNTY to CONTRACTOR based upon the NSIP prevailing entitlement rate for each Title C-1 and C-2 participant meal served.

27.1.3 If COUNTY receives notice from the CDA of any change in the NSIP entitlement rate, COUNTY shall automatically pay CONTRACTOR at the new rate for this service upon authorization by CDA to make said payment.

27.2 NSIP EXPENDITURES: CONTRACTOR shall account for and maintain all NSIP funds received under the terms of this Contract separately from any other funds administered by CONTRACTOR. CONTRACTOR shall expend all funds received hereunder in accordance with this Contract.

28.0) PUBLIC STATEMENTS

CONTRACTOR shall indicate in any and all press release(s) or any statement to the public related to the program that, "This project is funded in whole or in part, by the County of Los Angeles from funds made available under the Older Americans Act received by the County." All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.