



REQUEST FOR PROPOSAL

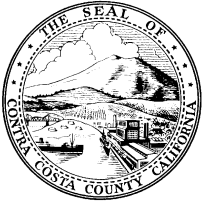
OLDER AMERICANS ACT (OAA)
TITLE IIIC Senior Nutrition Meal Production Program

RFP # 1220

ISSUE DATE: March 27, 2025

PROPOSAL DUE DATE: Monday, April 21, 2025, no later than 5:00 PM PST

**CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
AGING & ADULT SERVICES (AAS) BUREAU
40 DOUGLAS DRIVE
MARTINEZ, CALIFORNIA 94553**



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

The Contra Costa County Employment & Human Services Department (EHSD), Aging and Adult Services (AAS) Bureau, is pleased to announce the availability of funds for the Older Americans Act (OAA) **Title IIIC Senior Nutrition Meal Production Program** to serve Contra Costa County residents. The eligible service population for OAA Title IIIC Senior Nutrition Services are individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency, older individuals residing in rural areas, older individuals who are frail and/or homebound due to acute or chronic illness, incapacitating illness or are otherwise isolated which leaves them unable to shop, prepare or obtain meals. The AAS welcomes applications from organizations that have demonstrable capacity to successfully deliver the services sought in this RFP.

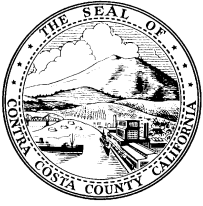
This RFP is the process by which the County will solicit proposals for the purpose of entering into a contract with a selected respondent for a twelve (12) month period from July 1, 2025 through June 30, 2026, with the possibility of an annual contract renewal and/or extension for three (3) additional years based upon satisfactory performance and available funding. Funding available through this RFP comes from the OAA, modernizing Mello-Granlund Older Californians Act (OCA), and Measure X totaling \$4,333,800.

Please read this entire packet carefully.
**Interested parties are invited to attend the recommended
Bidders' Conference scheduled for
Date: Friday, April 4, 2025
Time: 2:00 p.m. to 4:00 p.m.**

A mandatory Letter of Intent (LOI) to submit a proposal is due by 5:00 p.m. PST on **Monday, April 14, 2025** via email to contractbid@ehsd.cccounty.us

Attendance at the Bidders' Conference is not required for a proposal to be considered. Bidders' Conference attendance is virtual via the EHSD RFP 1220 Title IIIIC Senior Nutrition Meal Production Program webinar. Agencies interested in attending the virtual Bidders' Conference must register at the following website address:
<https://attendee.gotowebinar.com/register/3357957335906678624>

**Final proposal submission is due
by 5:00 p.m. on Monday, April 21, 2025**

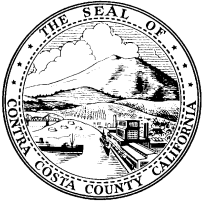


**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Questions about RFP 1220 or the County's procurement process must be submitted in writing to contractbid@ehsd.cccounty.us. Questions will be accepted through close of Bidders' Conference on Friday, April 4, 2025. All comments and inquiries received will be posted publicly along with the response on Wednesday, April 9, 2025 at: www.ehsd.org/rfps.

Thank you in advance for your effort in preparing your response.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

Table of Contents

SECTION 1: LEGAL NOTICE 5

SECTION 2: RFP 1220 TIMELINE 6

SECTION 3: REQUEST FOR PROPOSAL (RFP) 1220 GENERAL INFORMATION 7

3.1 About the Planning and Service Area..... 7

3.2 About the Contra Costa County Area Agency on Aging..... 7

3.3 Issuing Agency and Solicitation..... 8

3.4 Qualified Bidders 8

3.5 Bidders' Conference..... 9

3.6 Ex Parte Communication 10

3.7 Questions and Comments 10

3.8 Right to Cancel or Amend..... 10

3.9 Restrictions and Disclosures 11

3.10 Regulatory References..... 11

SECTION 4: PROGRAM SPECIFICATIONS, FUNDING, & CONTRACT PERIOD.... 12

4.1 Estimated Funding and Contract Period 12

4.2 Legal Authorities 13

4.3 Program Monitoring and Evaluation 14

4.4 Subrecipient Awards and Contractor Responsibilities 14

SECTION 5: RFP 1220 SOLICITATION OF SERVICES..... 16

5.1 Overview of Title IIIC Senior Nutrition Meal Production Program 16

5.2 Solicitation of Proposals..... 16

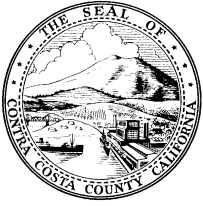
SECTION 6: BIDDER REQUIREMENTS..... 31

6.1 Bidder's Instructions 31

6.2 Bidder's Requirements 32

SECTION 7: CONTRACT SPECIFICATIONS AND INSURANCE REQUIREMENTS . 34

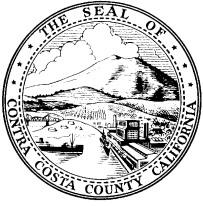
SECTION 8: REQUIRED PROPOSAL FORMAT 36



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

8.1 General Submittal Requirements	36
8.2 Formatting Requirements	37
8.3 Required Documents	37
8.4 Proposal Outline	38
SECTION 9: EVALUATION PROCESS AND CONTRACT AWARD	43
9.1 Evaluation Process	43
9.2 Compliance Review	43
9.3 Fiscal Review	43
9.4 Bureau Committee Review	43
9.5 Scoring Methodology	43
9.6 Appeals Process	46
9.7 Contract Award and Negotiation	48
9.8 Contract Term and Litigation Warranty	48
SECTION 10: PROPOSAL CHECKLIST	49
SECTION 11: REQUIRED FORMS	51
11.1 FORM #1: Proposal Cover Statement	51
11.2 FORM #2: Statement of Qualifications	51
11.3 FORM #3: Board of Directors	51
11.4 FORM #4: Budget (Excel Workbook)	51
SECTION 12: APPENDICES	51
12.1 GENERAL CONDITIONS	51
12.2 FEDERAL SUBAWARD CONDITIONS	60
12.3 AREA AGENCY ON AGING SPECIAL CONDITIONS	62



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 1: LEGAL NOTICE

OLDER AMERICANS ACT TITLE IIIC Senior Nutrition Meal Production Program

The Contra Costa County Employment & Human Services Department (EHSD), Aging and Adult Services (AAS) Bureau, announces the issuance of **Request for Proposal (RFP) 1220** seeking organizations to provide services under the Older Americans Act (OAA) Title IIIC Senior Nutrition Meal Production Program in Contra Costa to eligible adults sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency, older individuals residing in rural areas within Contra Costa County, older individuals residing in rural areas, older individuals who are frail and/or homebound due to acute or chronic illness, incapacitating illness or are otherwise isolated which leaves them unable to shop, prepare or obtain meals. Total funding available through RFP 1220 is anticipated to be **\$4,333,800**, which includes \$2,054,248 from OAA, \$1,087,973 from modernizing Mello-Granlund Older Californians Act (OCA), \$1,191,579 from Measure X.

Contracts procured through RFP 1220 are for a twelve (12) month period from July 1, 2025, through June 30, 2026, with the possibility of an annual contract renewal and/or extension for three (3) additional years based upon satisfactory performance and available funding.

A Recommended Bidders' Conference is scheduled for **Friday, April 4, 2025, from 2:00 pm to 4:00 p.m. PST**. Participation in the Bidders' Conference is recommended but not required for a proposal to be considered.

Submission of proposals in response to RFP 1220 is due on Monday, April 21, 2025 by 5:00 p.m. PST, without exception.

For complete RFP details, Webinar registration instruction, submission requirements, and a copy of the RFP, visit the Employment & Human Services Department website at: <https://ehsd.org/overview/contracting-opportunities/> or by calling (925) 608-4969.

All potential applicants will have equal access to the information associated with this RFP. Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1220" in the subject line. Questions must be submitted by the close of Bidders' Conference. All questions and answers will be posted to the EHSD website on Wednesday, April 9, 2025 at: <https://ehsd.org/overview/contracting-opportunities/>.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

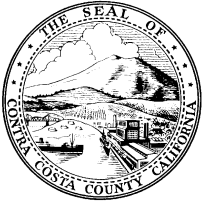
REQUEST FOR PROPOSAL (RFP) 1220

SECTION 2: RFP 1220 TIMELINE

<u>Event/Location</u>	<u>Date*</u>
RFP Published	March 27, 2025
Question Submittal period Submit questions to: contractbid@ehsd.cccounty.us	March 28, 2025 through close of Bidder's Conference
Recommended Bidders' Conference	Friday, April 4, 2025 2:00 p.m. – 4:00 p.m. PST
Questions and Answers posted	April 9, 2025
Mandatory Letter of Intent (LOI) to Submit Proposal Due Date. Submit LOI to contractbid@ehsd.cccounty.us	April 14, 2025 by 5:00 p.m. PST
RFP Proposal Response Submission Due Date	Monday, April 21, 2025 By 5:00 p.m. PST – No Exceptions
EHSD Compliance Review and Evaluation	April 22 - 24, 2025
EHSD Fiscal Review and Evaluation	April 25 – May 2, 2025
AAS Bureau Review and Evaluation	May 5 – May 16, 2025
Award Notification	May 19, 2025
Appeal Period (10 business days)	May 19 – June 2, 2025
Contract Negotiation & Processing	June 2025
Board of Supervisors' Authorization of Contracts over \$200,000	June 2025
Projected Contract(s) Start	July 1, 2025

*All dates are subject to change as deemed in the best interest of EHSD.

Contact (RFP Process only): EHSD Contracts Unit
 Contact Phone: (925) 608-4969
 Contact Email: contractbid@ehsd.cccounty.us
Bidders' Conference: **Friday, April 4, 2025, 2:00 p.m. – 4:00 p.m. PST**



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 3: REQUEST FOR PROPOSAL (RFP) 1220 GENERAL INFORMATION

3.1 About the Planning and Service Area

The State of California is divided into thirty-three (33) Planning and Service Areas (PSA) for the administration of the Older Americans Act (OAA) and Older Californians Act (OCA). Each PSA has a single agency designated as its Area Agency on Aging (AAA), charged with the responsibility of fulfilling the statutory mandates contained in both Acts. Contra Costa County, in its entirety, is PSA 7. Located on the east side of the San Francisco Bay, Contra Costa is the 9th most populous county in California. The County Board of Supervisors serves as its governing board. The 40-member Advisory Council on Aging (ACOA) serves as a citizen advisory committee to the AAA that provides education and advocacy on behalf of older persons and functions as a channel of communication and information on aging related issues.

3.2 About the Contra Costa County Area Agency on Aging

The Contra Costa County Aging and Adult Services (AAS) is a Bureau within the County's Employment and Human Services Department (EHSD). The AAA is one of the divisions within AAS. The AAS Bureau also oversees Adult Protective Services, General Assistance Program, In-Home Support Services, and the Public Administrator's Office. The **mission** of AAS is to:

Provide leadership in addressing issues that relate to Older Californians, to develop community based systems of care that provide services which support independence within California's interdependent society, and which protect the quality of life of older adults and persons with functional impairments, and to promote citizen involvement in the planning and delivery of services.

The AAA supports this mission by serving as the County's hub for coordinating OAA funded programs and services that enhance the lives of older adults and persons with disabilities by supporting their ability to age in the community with dignity and purpose for as long as possible. The AAA has responsibility of planning, coordinating, funding, and advocating for a comprehensive and integrated community-based service system to meet the needs of older adults in Contra Costa County. The AAA administers the OAA, OCA, and other state and federal programs that support seniors, persons with disabilities, and unpaid family caregivers.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

3.3 Issuing Agency and Solicitation

Contra Costa County partners with the community to deliver quality services to ensure access to resources that support, protect, and empower individuals and families.

Request for Proposal (RFP) 1220 is issued by the AAS Bureau to seek qualified organizations to provide services funded under the federal OAA Title **IIC Senior Nutrition Meal Production Program**.

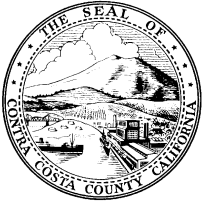
Title IIC Senior Nutrition Meal Production Program: The AAA seeks bids from organizations that are able to prepare, package and deliver meals to agreed upon sites for the congregate and home delivered meals program. The selected contractor must conform to requirements of the OAA, [42 USC 3001-3058], [45CFR§1321.63-§1321.71], [45CFR§75] and the Older Californians Act, [22 CCR § 7500-7716], CDA Program Memoranda, the California Retail Food Code, and the Contra Costa County Area Agency on Aging Senior Nutrition Policy & Procedures Manual. The cited State and federal regulations, relevant OMB regulations, Policy Manuals, and other Program Memorandum may be viewed by searching online for the cited regulations, or by calling the AAA office for assistance. Programs and services are intended to help maintain individuals in home environments and avoid institutional care.

The meals developed must follow the menu planning standards as outlined in the Older Californians Nutrition Program (OCNP) Menu Standards. The meal must comply with the menu planning standards based on the most recent Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture and meet the minimum requirements of the Dietary Reference Intakes (DRIs) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. The calculated values of these meals may be averaged over three consecutive days to establish compliance with the DRI.

3.4 Qualified Bidders

Eligible Bidders are organizations that have adequate controls, personnel, and capability to provide the services sought in this RFP.

If a contract is awarded to a public or nonprofit incorporated entity, no additional approval from the California Department of Aging (CDA) is required. Awarding a contract to a private for-profit entity requires pre-approval from CDA and may be granted only after an exhaustive search to procure services from a public or nonprofit entity proved unsuccessful. Qualified bidders must demonstrate skills, experience, and capacity to deliver the service proposed. Bidder must also show capacity for interagency collaboration and coordination.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

By submitting an application, the applicant agrees to be bound by all the terms and conditions of the County's standard contract if selected. Proposals submitted by the successful applicant shall become part of the contract service plan, unless negotiated, amended, or modified by the County. Two (2) authorized representatives of the successful applicant shall be required to sign the County standard agreement.

3.5 Bidders' Conference

To attend the recommended Bidders' Conference, please register at the following website address:

<https://attendee.gotowebinar.com/register/3357957335906678624>

After registering, you will receive a confirmation email containing information about joining the webinar.

Please have a copy of the RFP with you when joining the Webinar. All attendees will be in listen mode only.

You can register at any time. Upon the registration approval, you can test your system in advance. You will need a sound enabled PC to hear the discussion. All questions will be entered via the keyboard.

If you have problems logging in, please contact the support page at www.gotowebinar.com.

If you have not used a GoToMeeting or GoToWebinar before, access a 4-1/2 minute YouTube video that can help guide you.

<https://www.youtube.com/watch?v=IQ3Xwwgbd8Y&t=5s>

Remember to use your computer audio for access during the webinar.

Questions formulated prior to the Bidders' Conference can be submitted to contractbid@ehsd.cccounty.us and will be answered at the Bidders' Conference. All questions and answers submitted prior to and at the Bidders' Conference will be posted on the ehds.org website. **No programmatic questions will be responded to after the close of the Bidders' Conference.**



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

3.6 Ex Parte Communication

The County will enforce the prohibition on *ex-parte* communication during this RFP process. The *ex-parte* communication restricts RFP Bidders from contacting County staff or members of the AAA's Advisory Council on Aging, except as specified and expressly authorized under the terms of this RFP. During the period from the issuance of this RFP and the award of the contract to a successful applicant(s), contact regarding the specific subject of this RFP between potential or actual applicant(s), County staff, and ACOA members is restricted under the terms of this section. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents, or contractors involved in or connected with this RFP process.

3.7 Questions and Comments

Potential Bidders may pose questions about the RFP process or content by submitting questions to the EHSD Contracts and Grants Division.

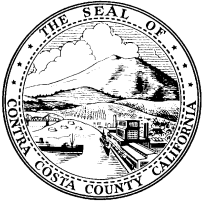
Questions about RFP content must be submitted via email to contractbid@ehsd.cccounty.us by the "Question Submittal Period" referenced in Section 2, RFP Timeline. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP by the Responses to RFP Questions date referenced in Section 2, RFP Timeline.

Upon conclusion of the "Question Submittal Period" referenced in Section 2, RFP Timeline, only RFP *process* related questions will be accepted and can be sent via email to contractbid@ehsd.cccounty.us. Emails should include "RFP 1220" in the subject line.

3.8 Right to Cancel or Amend

EHSD reserves the right to delay, amend, or cancel all or any part of this RFP at any time without prior notice. EHSD also reserves the right to modify the RFP process and timeline or terminate the process and elect to operate by other means as is deemed necessary. This RFP does not commit EHSD to award a contract or to procure a contract for services. This RFP is in no way an agreement, obligation, or contract between EHSD and any applicant. This RFP does not commit EHSD to accept any proposal, nor is EHSD responsible for any costs incurred by Bidders in the preparation of responses to this RFP.

The EHSD reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal and to award contracts in whole or in part as is deemed to be in the best interest of the County. The EHSD reserves the right to split the award in any



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

manner deemed most advantageous to the County, as well as to increase or decrease the award amount.

3.9 Restrictions and Disclosures

Any information deemed confidential or proprietary by the Bidder must be clearly marked and identified by the Bidder as such and include an explanation of why such information is exempt from disclosure under applicable law. Such clearly marked and identified confidential or proprietary information will be protected and treated with confidentiality only to the extent permitted by law. Information not protected from disclosure by law will be considered a public record.

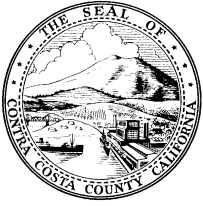
Proposals will be received, maintained, and may be disclosed to the public consistent with the California Public Records Act and the Freedom of Information Act. Proposals will be exempt from disclosure until the evaluation and selection process has been completed. Bidders should be aware that the County is required by law to make its records available for public inspection and copying, with certain exceptions (see California Public Records Act, California Government Code Section 6250 et seq. and the Freedom of Information Act - 5 U.S.C. Sec. 552).

EHSD will not notify Bidder of requests for release of information or that EHSD released data unless the EHSD receives a request for information previously marked and identified by Bidder as confidential or proprietary. If the EHSD receives a request for release of such previously marked and identified confidential or proprietary information, the EHSD will notify Bidder of such request to allow Bidder to challenge such request consistent with applicable law.

3.10 Regulatory References

Regulations governing the requirements contained in this RFP may be viewed by reference at the following locations:

- Older Americans Act: [Older Americans Act | ACL Administration for Community Living](#)
- Code of Federal Regulations Title 45 Part 74, Uniform Administrative Requirements, OMB Circular A-122, Cost Principles for Nonprofit Organizations and OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments: <https://tinyurl.com/69yztmec>
- Other regulations: <http://www.ecfr.gov>
- By request at the AAA office. Call (925) 229-8434 for an appointment.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 4: PROGRAM SPECIFICATIONS, FUNDING, & CONTRACT PERIOD

The Contra Costa County Aging and Adult Services Bureau requests proposals for services under the Older Americans Act Title IIIC Senior Nutrition Meal Production Program as described herein. Funding for these services is available to the County through contracts with the California Department of Aging (CDA), OAA, OCA, and Measure X.

4.1 Estimated Funding and Contract Period

Funds available through the OAA **Title IIIC Senior Nutrition Meal Production Program** is approximately **\$4,333,800**. Funding includes \$2,054,248 from OAA, \$1,087,973 from modernizing Mello-Granlund Older Californians Act (OCA), \$1,191,579 from Measure X. Contracts are anticipated to be awarded for a twelve (12) month period from July 1, 2025, to June 30, 2026.

Contracts may be renewed up to a maximum of three (3) additional one-year periods starting July 1, 2026, contingent upon the availability of State, Federal, and County funds and subject to contractor maintaining satisfactory performance and remaining in full compliance. Contract awards may vary from year to year depending on funding availability and funding sources.

Proposal narratives must be accompanied by a clear, concise, and reasonable budget for the grant period July 1, 2025, to June 30, 2026 using the budget template provided in this RFP (**FORM #4**).

Awarded Bidders will be required to enter into a Standard County Contract for the procured service(s). County will award a *sub award* standard contract to selected organizations. Total *sub award* amount will be billable monthly in arrears. The OAA Title IIIC federal funds are passed through the California Department of Aging, and are identified as follows:

OAA \$2,054,248

Federal Award Identification Number (FAIN) is: TBD

Sub award Period of Performance: 7/1/2025-6/30/2026

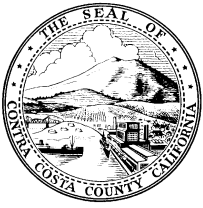
Catalog of Federal Domestic Assistance Number (CFDA) is: 93.045, 93.053

Program Title: Title IIIC Senior Nutrition Program

Agency: Department of Health and Human Services

Office: Administration for Community Living

Match Requirement: 10.53% for programs and administration



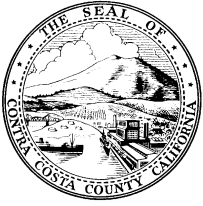
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

4.2 Legal Authorities

The following are the legal authorities governing the OAA Title IIIC Senior Nutrition Meal Production Program, including requirements, standards, and guidance. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

1. In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503. In accordance with the provisions of Subpart F-Audit Requirements, under 45 CFR Part 75.500, nonfederal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year. Except as noted in 45 CFR Part 75.500.
2. For regulations, guidelines, and literature, refer to 45 CFR 75 and 45 CFR 1321.
3. The Contractor shall expend all funds received hereunder in accordance with the Agreement.
4. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Human Resources (CalHR) rules and regulations.
5. The *subrecipient* shall maintain accounting records for funds received under the terms and conditions of the Agreement. These records shall be separate from those for any other funds administered by the *sub recipient* and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [2 CFR 200] [45 CFR 75].
6. The Contractor shall meet the following standards for its fiscal management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

4.3 Program Monitoring and Evaluation

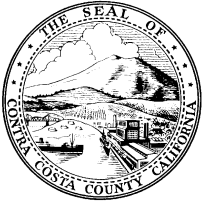
The AAA will actively monitor services provided by the agency awarded the contract through this RFP. At a minimum, the contracted agency will be expected to:

1. Perform all services without material deviation from an agreed-upon Service Plan, which includes program goals, metrics, deliverables, and client outcomes.
2. Maintain adequate records of services provided, document compliance with Service Plan, complete any forms furnished by the AAA, and provide reports requested by the AAA.
3. Cooperate with the collection of fiscal, administrative, and service data as requested by the AAA, which may require active collaboration and cooperation with other agencies providing similar services.
4. Utilize web-based database and data reporting tools (minimum Excel format), as required by the AAA, to input service activities and other program related tasks and deliverables.
5. Participate in program monitoring by the AAA and other County entities, as appropriate, which will include a collaborative review of client eligibility and progress, as well as a review of documentation reflecting progress toward meeting services and outcome objectives.
6. Participate in fiscal monitoring which may include review of agency budget, cost allocation plan and procedures, audited financial statements, fiscal policy manual, supporting documentation for selected invoices, and any other related fiscal data that County may request.
7. Attend all mandatory meetings, trainings, and workshops.

4.4 Subrecipient Awards and Contractor Responsibilities

If Contractor further passes through federal funds of this subaward, Contractor shall make case-by-case determinations whether each agreement it makes for the disbursement casts the party receiving the funds in the role of a subrecipient or a Contractor and must following the following guidelines:

1. Contractor must include information required by 2 CFR Code of Federal Regulations (CFR) §200.331 (Requirements for pass through entities) in each subrecipient's contract.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

2. Contractor must monitor its subrecipients consistent with the requirements outlined in the Federal rules and applicable sections of the CFR including 2 CFR §200 (Uniform Guidance).
3. Contractor must evaluate each subrecipient's risk of noncompliance to determine the appropriate fiscal monitoring level, monitor the fiscal activities of subrecipient organizations to ensure that the subaward is in compliance with applicable Federal statutes and regulations and terms of the subaward, and verify that subrecipients are audited as required by Subpart F of 2 CFR §200.
4. Contractor must retain documentation to prove that determinations and monitoring were conducted during the contract term. EHSD, as a pass-through entity, may request those documents during fiscal monitoring.

Contractor must submit to EHSD's AAA, monthly information for ongoing program monitoring, which may include, but is not limited to:

1. Number of meals served.
2. Fiscal and program reports as required by the AAA.
3. A final audit or cost report and settlement as required by AAA.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 5: RFP 1220 SOLICITATION OF SERVICES

5.1 Overview of Title IIIC Senior Nutrition Meal Production Program

The Older Americans Act (OAA) of 1965, reauthorized in 2020, was created to help older Americans continue to live independently in their homes and communities. The Title IIIC-1 Congregate Meals Program provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged sixty (60) or older. The Title IIIC-2 Home-Delivered Meals Program serves nutritious meals to older adults in their home. The program also provides nutrition education and nutrition risk screening. The purpose of the service is to reduce food insecurity and malnutrition, promote socialization and promote the health and wellbeing of older Americans by assisting them with access to nutrition and disease prevention and health promotion services.

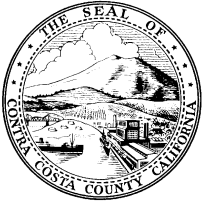
The OAA created a multi-level network, consisting of the federal Administration for Community Living (ACL), State Units on Aging, and local Area Agencies on Aging (AAA). These agencies serve as focal points for planning and advocacy on senior issues. Funding for an array of services at the local level is available through the OAA and County General Funds.

The intent of the funding available in this RFP is to improve the quality of life for Contra Costa County's diverse population of older adults, reducing food insecurity and malnutrition.

5.2 Solicitation of Proposals

The AAS is seeking proposals from organizations that can deliver the following services eligible for funding under the OAA Title IIIC Meal Production Services. These services were specifically prioritized for funding to respond to the client population's critical areas of need as described in this RFP. The AAS intends to award one (1) contract to prepare, package and deliver meals to agreed upon sites throughout the county. Bidders may submit a proposal for the services described below. Contracted providers shall deliver services countywide and meet the minimum number of units stated in this solicitation. Reimbursement per unit of service may not exceed the stated rate.

The total funding available in this RFP 1220 is approximately **\$4,333,800**. This is a competitive bidding process, and providers that can propose to deliver the most cost-effective program without compromising service quality and efficacy are highly favorable. Multiple providers may be selected to deliver the solicited services.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

SENIOR NUTRITION MEAL PRODUCTION PROGRAM
FUNDING AVAILABLE: \$4,333,800

Unit Measure: 1 Meal	Number of Congregate Meals	135,000
	Number of Home Delivered Meals	564,000

Congregate Meals: Each Meal served or delivered to an eligible participant.

Unit Measure: A meal ordered by AAA selected nutrition program providers and produced in the AAA-funded central kitchen.

Home Delivered Meals: Each Meal served or delivered to an eligible participant.

Unit Measure: A meal ordered by AAA selected elderly nutrition program providers and produced in the AAA-funded central kitchen.

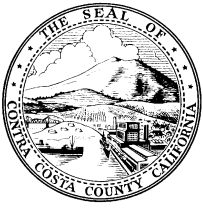
Prepackaged meals will be packed by individual Home Delivered Meals Program routes (approximately 150) in insulated carriers and delivered in conjunction with bulk meals to the specified locations.

Service Components:

The following lists the service components for the Congregate Meals (C1) and Home-Delivered Meals (C2) programs.

Meals – Description

- A. All Nutrition Program Meals shall meet 1/3 of the Recommended Dietary Allowance for persons sixty (60) years of age and over as established by the National Academy of Sciences, and the Meal Pattern Requirements established by the AAA & CDA.
- B. Congregate Meals: Regular Diet Meals are prepared and packed by Contractor in bulk for delivery to Congregate Sites and are prepared based on the Monthly Menu approved by the AAA Registered Dietitian for Congregate Meals.
 1. Vegetarian Alternative Entrees and Entrée Salads are substituted by Contractor as ordered.
- C. Home Delivered Frozen: Regular Diet Meals
Prepared and individually packaged by Contractor(s), then packed in insulated containers by route and delivered to approximately eleven (11) locations



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

Countywide, most of which are Congregate Meal Cafes. These meals are prepared based on Frozen and Refrigerated Cycle Menus approved by the Registered Dietitian.

D. Emergency Meals: Shelf-stable meals for participants.

Meals Specification

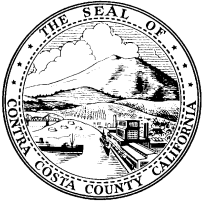
A. All Program Meals

Each meal shall contain at least one-third (1/3) of the current daily recommended dietary allowance for persons sixty (60) years of age and older as established by the Older Californians Nutrition Program Menu Guidance. Food shall be attractive, palatable, and appeal to the older person. Unless otherwise noted, an ounce measure refers to an ounce by weight. No salt shall be used in the preparation of food. Pre-cooked or pre-portioned foods may only be used with the advance approval of each item by the AAA Division Manager, Registered Dietitian or designee.

B. Food – Groups / Portion Requirements:

Each meal shall contain foods from each of the following food groups in the portion sizes indicated. Food found in one group may not be substituted for food in another group:

	Food Group	Minimum Portion Size
1.	Meat or Meat Alternative	Three (3) cooked ounces, edible
2.	Vegetables and Fruits (one source of Vitamin C each day, one source of Vitamin A three (3) times per week)	One-half (1/2) cup serving (a minimum of one (1) fruit serving per day, plus one (1) to two (2) vegetable servings per day, including two (2) vegetable servings on at least three (3) days each week)
3.	Whole Wheat or Enriched Bread or Alternate Grain	One serving (1 slice bread, ½ cup of rice, etc.
4.	Butter	One (1) teaspoon
5.	Dessert	Half (1/2) cup or equivalent
6.	Milk 2% Low Fat or Soy Milk	One (1) cup or equivalent



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

C. Food Group Descriptions:

I. Meat or Meat Alternate Group:

- 1) A minimum of three (3) ounces of cooked edible lean meat, fish, poultry, eggs, or cheese shall be served with each meal. Meat portions provided for regular diet bulk and prepackaged meals shall contain no more than one (1) ounce of breading in addition to the three (3) ounce portion size requirement. Breaded meat shall be served no more than once each week. Gravies and sauces served with entree items shall be prepared using a low sodium base.
- 2) Ground beef used in the preparation of Program meals shall not have a fat content in excess of twenty percent (20%) and shall be 100% ground beef (i.e., without extenders).

Ground meat may be used in entrees no more than twice in one week. If served twice in one week, the ground meat shall be served at least once in "solid" form, such as meat loaf or Salisbury steak.

- 3) Poultry shall be served at least once per week. Use of breaded poultry is forbidden without approval of AAA Registered Dietitian.
- 4) Extender/TVP may be used at a ratio of twenty percent (20%) TVP to eighty percent (80%) beef in regular diet meals.
- 5) Meat alternates may be used occasionally for variety but may not be used more often than once a week.
- 6) Meat specifications - all meats shall be fresh or frozen, and shall have been slaughtered, processed, and manufactured in plants operated under a USDA Inspection Program and bear an appropriate seal. All meat and meat products shall be sound and sanitary on delivery. They shall be free of objectionable odors and other signs of deterioration. Minimum grading requirements for all grade cuts are as follows:
 - a) Beef – USDA Choice or Good
 - b) Lamb – USDA Choice
 - c) Variety Meats - Grade No. 1 from USDA inspected plants



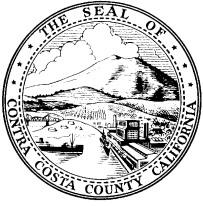
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- d) Poultry - USDA Grade "A" to be used for all graded fresh or frozen poultry or poultry products. Necks, backs or wings may not be used without approval from the County. Each serving of poultry shall yield three (3) ounces of edible cooked MEAT.
- e) Turkey for Congregate and Regular Home Delivered Meals shall be approved by AAA Division Manager, Registered Dietitian or designee.
- f) Fish and Seafood - shall be fresh or frozen, provided that frozen fish or seafood used is a nationally distributed brand, packed under continuous inspection of the U.S. Department of the Interior. Fish filets with breading shall contain four (4) ounces of raw fish and no more than one (1) ounce of breading.
- g) Eggs will be fresh USDA graded, or state graded "A."
- h) Ham for Congregate and regular Home Delivered Meals shall be ham - flat, boneless, semi-dry and ninety-five percent (95%) fat free.

II. Vegetable and Fruits:

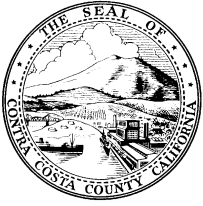
- 1. An average of three (3) different one-half (1/2) cup servings shall be provided for each meal three (3) days per week, and two (2) different one-half (1/2) cup servings shall be provided for each meal two (2) days per week. Fruit used as a dessert may not be counted toward the required two (2) servings of vegetables and fruit. All fruit and vegetable juices shall be full-strength juices. Fruit punches or drinks are not acceptable. Only low-sodium vegetable juices will be used.
- 2. Vegetables and fruit high in Vitamin A shall be provided three (3) times per week, preferably not served on consecutive days (see underlined items on menu cycles). The AAA Registered Dietitian shall determine the acceptability of items used to meet the program's Vitamin A requirements.
- 3. Contractor shall serve fresh or frozen vegetables.
- 4. Vegetables and fruits containing acceptable levels of Vitamin C shall be provided each serving day (see items marked with an asterisk on cycle menus). The AAA Registered Dietitian shall determine the acceptability of items used to meet the program's Vitamin C requirements.
- 5. A variety of vegetables and fruits shall be served each day, with no repetition week to week. Juice shall be limited to once (1) per week.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

6. One (1) vegetable and fruit serving each day may be served in the form of a salad. Gelatin salads may not be served more often than once (1) each week. When salads are served, dressing, if any, shall be delivered in a separate container.
 7. Vegetables and Fruits Specifications:
 - a. Canned Fruits: shall be "naturally" packed, or packed in fruit juice, not packed in heavy syrup.
 - b. Canned Fruits and Juices: USDA Grade "A" (fancy) and Grade "B" (choice) are to be used for all graded fruits and fruit juices, USDA Grade "C" (standard) may only be used for pie and cobbler production.
 - c. Canned Vegetables: USDA Grade "A" (fancy) is to be used for all graded vegetables. Grade "B" (extra standard) tomatoes may be used as ingredient items only.
 - d. Fresh Fruits: USDA Fancy to USDA Number "1" are to be used for all graded fresh fruits.
 - e. Frozen Fruits and Vegetables: USDA Grade "A" is to be used for all graded frozen fruits or vegetables.
- D. Whole Wheat Bread or Enriched or Alternative:
One (1) serving each day. Alternate may be enriched rolls and other hot breads. Bread alternates may include enriched whole grain cereals or cereal products, such as spaghetti, macaroni, and dumplings. Only whole wheat or enriched bread will be used.
- E. Desserts:
One 1/2 cup serving each day. May consist of fruits, full strength fruit juices, puddings, gelatin desserts, ice cream, ice milk, sherbet, cake, pie, cookies, and similar foods.
- F. Milk:
One-half pint (8 ounces) fortified 2% low fat or soy milk shall be served in individual one-half pint containers unless otherwise designated by the County. All milk shall be kept at 40° F. or lower.
- G. Dairy Products



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

General - dairy products used shall have the following minimum specifications: cheese, USDA Grade "A", milk, non-fat USDA Grade "A", fortified with Vitamins A and D.

H. Pre-Packaged Meals

All prepackaged meals shall have individually commercially packaged salad dressing, condiments, and juices.

Rejection of Meals

A. County shall have the right and authority to inspect the meals prepared by the Contractor to determine compliance with specifications, to reject food not meeting specifications, and to withhold payment for meals or portions of meals not meeting prescribed requirements. Possible causes for the rejection of meals by the County include but are not limited to:

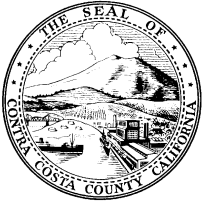
1. Inadequate portion sizes of items or number of items delivered by Contractor.
2. The unauthorized substitution of menus or menu items.
3. Use of products, menu items, or recipes without prior approval of the AAA Division Manager, Registered Dietitian or designee.

B. In the event the Contractor fails to deliver any meals or portions of meals to the County, as determined by the AAA Division Manager, Registered Dietitian or designee, the Program may procure replacement meals or portions of meals elsewhere and charge the Contractor the additional cost above the bid price of the meals or portions of meals being replaced, plus any expenses incurred in procurement.

1. Contractor shall be notified immediately of any delivery shortages and afforded the opportunity to deliver the items, provided that the Contractor can effect delivery of the shortage.
2. Contractor shall not be reimbursed by the County for meals or portions of meals delivered at any time other than prior to the regular serving time at a delivery location on the serving day for which said meals or portions of meals were ordered.

Menus – Description

A. Menus for each type of meal will be prepared based on the approved Cycles by the AAA Registered Dietitian and Contractor.



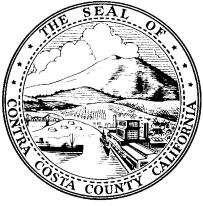
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- B. Congregate Meal Program Menus will be submitted each month by the Contractor for review and approval by the AAA Registered Dietitian to determine acceptability of menus and specific food items, and palatability to those participating in the Program.
- C. Home Delivered Meal Program Menus will be submitted each month by the Contractor for review and approval by the AAA Registered Dietitian to determine acceptability of menus and specific food items. Contractor shall meet with AAA Division Manager or Registered Dietitian each month to discuss any issues and respond to comments, questions, and requests on behalf of program participants.
- D. Special Menus will be substituted on two (2) to three (3) regular serving days each month for a menu occurring on the regular cycles. The most appropriate day for menu substitutions will be determined by the AAA Division Manager or Registered Dietitian, in consultation with the Contractor, and will coincide with the Program's observance of a holiday or special event.
- E. Contractor shall provide County complete recipes and nutritional analysis for each item appearing on the established cycle menus. All recipes used by the Contractor in performance of these services shall be approved by the Registered Dietitian in advance of use. County shall keep Contractor recipes confidential.
- F. Contractor shall provide County with product information and specifications for all prepackaged items and all ingredients to be used in Nutrition Program meals for approval by Registered Dietitian in advance of their use.
- G. Any and all substitutions for approved menu items shall be authorized by the AAA Registered Dietitian. Failure to obtain said authorization will result in a partial or total disallowance from payments to Contractor for all meals affected by an item substitution.
- H. Contractor shall be willing to make any changes in menus requested by the AAA Registered Dietitian in compliance with Federal and State and County program regulations.

Serving Days and Locations

- A. Serving Days
248 County designated serving days



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

B. Locations

Deliver to locations throughout the County

C. Contractor Supplied Product:

Contractor shall provide paper goods and packaging supplies for pre-packaged meals, *i.e.*, the three (3) compartment Oliver shallow & deep trays, green, white & red labels 4 x 2 and 4" ribbon for printer, DuPont film lid, boat trays, meat film lid, 8-ounce squat cups with lids.

Serving Days

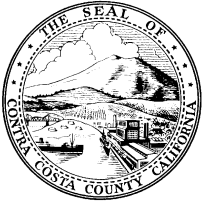
Meals shall be delivered to the specified locations Monday through Friday, with the exception of the following designated holidays that fall on Monday through Friday:

- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day and day after Thanksgiving Day, Thurs & Fri
- Christmas Day Holiday
- New Year's Day Holiday
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Juneteenth

Congregate Meals Program Delivery Locations

A. West County Area

Site	Address
North Richmond Senior Center	515 Silver Ave, North Richmond, CA
Richmond Senior Citizens Center	2525 Macdonald Ave., Richmond, CA
Senior Citizens Center	189 Parker Ave., Rodeo, CA (Tuesdays & Thursdays only)
San Pablo Senior Center	1943 Church Lane, San Pablo, CA
El Cerrito Community Center	7007 Moeser Lane, El Cerrito, CA
Hercules Senior Center	111 Civic Drive, Hercules, CA



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

B. Central County Area

Site	Address
Concord Senior Center	2727 Parkside Drive, Concord, CA
Martinez Senior Center	818 Green Street, Martinez, CA
Pleasant Hill Senior Center	233 Gregory Lane, Pleasant Hill, CA
Alcosta Senior & Community Center	9300 Alcosta Blvd., San Ramon, CA
Walnut Creek Senior Center	1375 Civic Drive, Walnut Creek, CA
Rossmoor Hillside Clubhouse	3400 Golden Rain Rd., Walnut Creek, CA (Fridays only)
Town of Danville	115 E Prospect Ave., Danville, CA (Mondays only)

C. East County Area

Site	Address
Brentwood Senior Center	193 Griffith Lane, Brentwood, CA
Antioch Senior Citizen's Center	415 W 2 nd Street, Antioch, CA
Ambrose Community Center	3105 Willow Pass Road, Bay Point, CA
Pittsburg Senior Center	300 Presidio Lane, Pittsburg, CA
Oakley Recreation Center	1250 O'Hara Ave, Oakley, CA

Home Delivered Meals Program Delivery Locations

A. West County Area

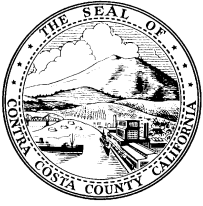
Site	Address
El Cerrito Community Center	7007 Moeser Lane, El Cerrito, CA
West County MOW Office (MacArthur Baptist Church)	2301 Rumrill Blvd., San Pablo, CA
Hercules Senior Center	111 Civic Drive, Hercules, CA

B. Central County Area

Site	Address
MOW – Diablo Region Office	1300 Civic Drive, Walnut Creek, CA

C. East County Area

Site	Address
Antioch Area Location	415 W 2 nd Street, Antioch, CA



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Oakley Recreation Center	1250 O'Hara Ave, Oakley, CA
Brentwood Senior Center	193 Griffith Lane, Brentwood, CA

The County may designate alternate delivery locations in lieu of any locations noted above. Also, delivery locations may be added or deleted through negotiation with contractor if Congregate Cafe locations or HDM routes change.

Delivery Requirements

- A. Time elapsed from preparation area to senior meal services shall not exceed two (2) hours.
- B. Meals shall be delivered to each specified location no earlier than 10:15 a.m. and not later than 12:00 noon on a daily basis or the maximum days possible under disaster conditions.
- C. Delivery routes shall be so designed as to give preference for earliest delivery to those designated locations, which receive prepackaged Home Delivered Meals. These locations shall receive their daily meals delivery no later than 11:10 a.m.
- D. Contractor shall have adequate back-up plans in place so personnel and/or vehicle emergencies do not disrupt program services.
- E. Café Costa designated staff for each delivery location will email meal orders to the Contractor not later than 1:00 p.m. on the serving day prior to the day on which meals are to be delivered.

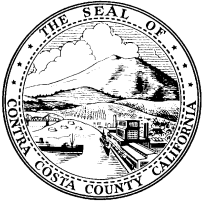
Contractor shall be notified for each delivery location as to the actual number of:

- Congregate regular and alternative meals to be delivered
- Home Delivered Frozen regular and alternative meals to be delivered
- Emergency meals (E-Packs)

- F. Foods are normally served either hot or cold shall be delivered at temperatures which ensure that hot food is at 135 degrees Fahrenheit and above, and that cold food is at 40 degrees Fahrenheit or below, at the time of service to Congregate and Home Delivered Program participants.

Health Standards

- A. The Contractor shall ensure the implementation and enforcement of proper food preparation, handling, and storage practices. Strict compliance with food preparation and sanitation practices shall be followed, as specified in the California Retail Food Code (CRFC); California Code of Regulations, Title 22, Division 1.8,

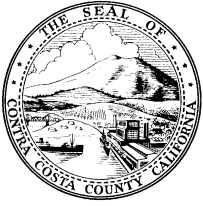


**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

California Department of Aging; California Department of Aging Program Memo 12-17(P); the most recent Dietary Guidelines for Americans; and the Senior Nutrition Program Policies and Procedures manual.

- B. The Contractor shall ensure the maintenance of safe and proper food storage temperatures throughout the storage, preparation, and delivery of meals. Foods that are served cold must be delivered at appropriate temperatures to ensure food safety. Cold foods must be less than or equal to 40 degrees Fahrenheit at the time of delivery to the meal program participant, and hot foods must be at 135 degrees Fahrenheit or above at the time of delivery to congregate sites and home-delivered meal program participants, as required by Title 22, California Code of Regulations, Division 1.8, California Department of Aging; California Retail Food Code (CRFC); and the Senior Nutrition Program Policies and Procedures manual.
- C. Meals are to be transported utilizing equipment that will maintain all frozen components in a solidly frozen state throughout delivery time. Food service containers used for meal delivery shall be constructed of material that allows for maintenance of required hot and cold temperatures, ease of transport, and durability at the time of meal disbursement. The exterior and interior of the containers shall be clean in appearance at all times. The AAA Registered Dietitian shall approve the purchase and use of all food service containers.
- D. Prepackaged individual frozen meals for home or congregate site delivery shall be packaged in containers suitable for both conventional oven and microwave oven (“dual oven able”) heating. Individually packaged hot, home delivered meals may be securely packaged in either sealable, aluminum containers or dual oven able trays.
- E. Any prepackaged perishable items provided, not previously labeled by the manufacturer with a “use by” date, and shall identify same in bold, minimum 18-point lettering on the package. Frozen meals shall indicate a discard date printed on the label, in minimum 18-point lettering, of ninety (90) days after the date produced.
- F. All meal preparation facilities of the Contractor shall be inspected by the local health department. Copies of health department inspections are to be forwarded to the



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Senior Nutrition Program and the AAA Registered Dietitian immediately following the inspection.

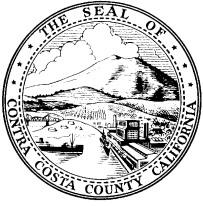
- G. Contractor shall provide, with each delivery to congregate meal sites, a delivery slip indicating the kitchen pack-out time, temperatures for all hot and cold foods/beverages, and the number of meals delivered. Sites will also record various quality assurance monitoring points, including completeness of meals (shortages), delivery time, temperatures, and food quality assessments of participants.

Performance Measures:

- A. Meals shall be delivered multiple days a week, Monday through Friday, within the Service Area to designated congregate sites and Meals on Wheels regional nutrition sites, except on approved holidays as identified below.
- B. Contractor shall provide a dedicated telephone line at their facility to receive informational inquiries from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- C. The Contractor shall serve as the point of contact for daily meal orders from all congregate nutrition sites and Meals on Wheels regional sites in the Service Area. The Contractor shall tally incoming meal orders by meal delivery site by 1:00 p.m. on the serving day prior to the day in which meals are to be delivered.
- D. Contractor shall maintain accurate records of meals ordered and delivered and provide this information to the AAA Senior Nutrition Program daily.
- E. Wherever feasible, based on congregate nutrition site storage availability and dishwashing facilities, Contractor is to schedule a single stop at each congregate nutrition site and Meals on Wheels regional site per delivery day. At that single stop, drivers are to pick up the previous service day's pans and/or insulated carriers.
- F. AAA Registered Dietitian shall relay any complaints received from congregate nutrition sites and Meals on Wheels regional offices to the Contractor.

Hazard Analysis Critical Control Point (HACCP) Nutrition Compliance

Management: Provision of food service in-service training for all food service personnel (paid or volunteer) from kitchen to meal site to HDM meal route. Provision of food service safety and sanitation monitoring and on site in-service training or technical assistance at the kitchen, meal site, and HDM meal route. Development and implementation of a food service HACCP policies and procedures manual.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

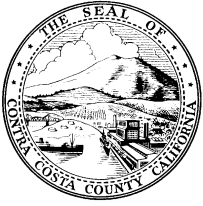
In-Service Training (C1, C2): Provision of four (4) hours of staff/volunteer in-service training with at least two (2) hours of training on food service safety and sanitation. Other topics include OSHA compliance, emergency preparedness, fire safety, disaster preparedness, first aid, choking, food allergen and elder abuse prevention/reporting. An annual training plan must be established that includes timeline, presenter's name and qualification, and topics. In-service training report must follow AAA guidelines and use of AAA reporting forms.

Right of Inspection

- A. Prior to Contract award, the facility, equipment, and any related agreements and contracts shall be subject to inspection by the County to determine the Contractor's capacity to perform Contracted services for the duration of the proposed contract period. Determination of Contractor's ability to perform under the terms and specifications of the RFP shall be made by the AAA Division Manager and AAS Director.
- B. Contractor performance and place of business, including but not limited to food preparation and serving area, packaging and storage areas, containers and equipment used for storage, preparation and transport of raw food and meals provided, and records, are subject to inspection, review and audit by authorized representatives of the County, State, and Federal governments.
- C. The following Contractor records shall be available for inspection upon request by the AAA Division Manager, Registered Dietitian or designee during normal business hours: daily record of temperatures, listing of substitutions, daily production sheets, record of meals ordered, and products utilized.

Education and Training:

- A. Contractor will provide an opportunity for the AAA Registered Dietitian to provide in-service training for Contractor food production and delivery staff on issues of program compliance and food safety as detailed under Section 5.
- B. All Contractor food service managers supervising staff in the fulfillment of this Agreement without prior academic training in food service management shall complete within six (6) months of inception of this Agreement:



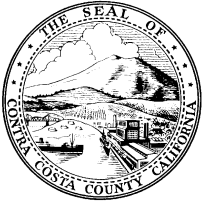
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

1. The Applied Food Service Sanitation Certificate Course offered through the Education Foundation of the National Restaurant Association by either home study or group instruction; or
2. Courses approved by the Senior Nutrition Program and the AAA in consultation with the CDA nutrition unit.

Equipment:

- A. The County shall be notified immediately in writing of any loss of or damage to equipment assigned to Contractor.
- B. Equipment provided by the County shall be inventoried by the Contractor on a perpetual basis with a written summary of County equipment on hand submitted to the County at the end of each calendar quarter.
- C. Contractor shall be responsible for cleaning and sanitizing insulated meal carriers, meal dividers and stainless-steel pans, soup carriers and will develop in conjunction with the AAA Registered Dietitian, and adhere to, an acceptable work plan for cleaning and maintenance of County provided equipment. Work plan and cleaning schedule shall be made available or posted for review by AAA Division Manager, Registered Dietitian or designee.
- D. County provided equipment shall not be used for any Contractor function or purpose other than the provision of meals to the Senior Nutrition Program.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

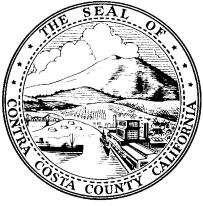
REQUEST FOR PROPOSAL (RFP) 1220

SECTION 6: BIDDER REQUIREMENTS

6.1 Bidder's Instructions

Bidder will submit a proposal for provision of services under the OAA in accordance with all Federal, State and County regulations. Bidders submitting an application for the APS Case Management must also comply with the provisions set forth by the California Department of Social Services (CDSS). Failure to respond to any of the components in the RFP may result in disqualification. Read the ENTIRE RFP and complete the proposal as follows:

1. Submit a mandatory Letter of Intent (LOI) on or before Monday, **April 14, 2025 by 5:00 p.m.** Submit the LOI to contractbid@ehsd.cccounty.us. Bids will only be accepted from agencies that have submitted a Letter of Intent by the due date.
2. Attend the virtual Recommended Bidder's Conference on Friday, **April 4, 2025, 2:00 p.m. – 4:00 p.m.** Attendance is highly encouraged but not mandatory. Webinar registration is required prior to being admitted to join the Bidder's Conference. To register, please visit <https://attendee.gotowebinar.com/register/3357957335906678624>.
3. Submit questions about this RFP to contractbid@ehsd.cccounty.us with "RFP 1220" in the subject line. Questions must be submitted by close of Bidders' Conference, Friday, April 4, 2025. Responses to questions will be posted on the EHSD website at <https://ehsd.org/overview/contracting-opportunities/> under this RFP on Wednesday, April 9, 2025. Inquiries from individuals or agencies received from any other means will not be accepted.
4. Complete proposal by responding clearly and thoroughly to each of the requested components in Section 8 RFP Required Proposal Format.
5. Complete and submit all required Fiscal attachments, including the Program Budget using the template provided in this RFP (**FORM #4**).
6. Assemble a proposal packet for each service category the Bidder is seeking funding. The Proposal Checklist is Referenced in Section 10.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

6.2 Bidder's Requirements

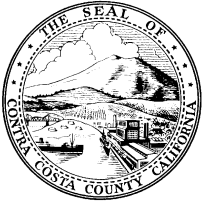
The requirements described in this section are mandatory for all Bidders. Failure to comply will deem the applicant unresponsive and the proposal incomplete. The AAS reserves the right to waive any nonmaterial variation.

1. As a component of the Financial Proposal package, Bidder must submit **one (1) copy of the organization's most recent audited financial statements**. If not available, a review or compilation of the financial statements prepared by a Certified Public Accountant (CPA) must be submitted in lieu of audited financial statements if the latter is not available. A copy of the latest filed tax return must be submitted if a review or compilation of the financial statements prepared by a CPA is not available.

If the organization is subject to the Single Audit requirements set forth in the Code of Federal Regulations, Title 2, Part 200, Subpart F, a copy the organization's most recent Single Audit must be submitted. If awarded a contract, bidders may be required to have audited financial statements during the period of performance.

Submitted financial statements will be part of the evaluation of the proposal and will be scored according to solvency, internal controls, program budget, and overall rating.

2. Proposals and required attachments shall be submitted as specified herein and signed by an authorized agency representative who can bind the Bidder to the proposal submitted and the provisions of this RFP.
3. Regulations that govern the operation of the Older Americans Act Programs, California Department of Aging Program Manual Requirements, and Area Agency on Aging Policy manuals, memorandums and assessment/evaluation criteria are available for review. The regulations cited in this RFP may also be found online, as referenced in Section 3.10 of this RFP. Request to review AAA policy manuals and other documents may be arranged by calling the AAA Senior Staff Assistant at: (925) 655-0776. Copies of the documents of interest may be furnished upon request.
4. The AAS may cancel the RFP at any time without prior written notice if deemed in the best interest of the AAS, EHSD, or the County
5. A proposal may be withdrawn in person by a Bidder's authorized representative prior to the RFP Proposal Response Submission Due Date as reflected in Section 2, RFP Timeline. If withdrawing a Proposal, the Bidder's authorized

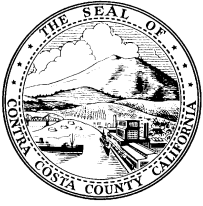


**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the Proposal.

6. Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist. Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.
7. The selected proposal will be made a part of the awarded contract but is subject to negotiated modifications or revisions by the County to assure that necessary program requirements are covered before the contract is signed.
8. Proposals received are considered the property of the County and will not be returned.
9. All costs of proposal preparation shall be borne by the bidder. The County shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 7: CONTRACT SPECIFICATIONS AND INSURANCE REQUIREMENTS

Upon acceptance of a proposal, the successful Bidder will enter into a standard County contract that specifies:

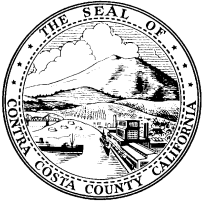
1. Parties to the Contract
2. Effective Funding Dates
3. Legal Capacity (Agency Type)
4. Signatories to the Contract
5. Service Specifications and Provisions for Monitoring and Evaluation

Contractor must be fully operational and in full contract compliance within ninety (90) days of the beginning date of the contract, at which time the contractor's capacity to fulfill contract goals will be evaluated by the AAS and the AAA. Contract compliance includes:

1. Provisions Related to:
 - a. Insurance and indemnification
 - b. Books, records, and reporting
2. Fiscal Provisions:
 - a. Provisions for audit
 - b. Method of payment to Contractor

Note: if, during the Contract period, service levels are not being met, then the budget may be reduced to reflect the current service levels.

3. General Conditions. A copy of County standard contract General Conditions is attached to this RFP packet and incorporated herein by reference (see Section 12, Appendices, 12.1). County General Conditions outline county contract requirements.
4. Federal Subaward Conditions (see Section 12, Appendices, 12.2) included as an attachment to Contracts resulting from this RFP.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

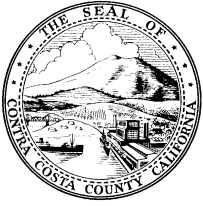
REQUEST FOR PROPOSAL (RFP) 1220

5. Special Conditions: Area Agency on Aging Special Conditions (see Section 12, Appendices, 12.3) will be included as an attachment to Contracts resulting from this RFP.
6. Insurance. During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the County General Conditions unless otherwise expressed in the Special Conditions:

THE COUNTY WILL NOT ISSUE A CHECK FOR REIMBURSEMENT TO A SUBCONTRACTOR/CONTRACTOR unless current acceptable insurance certificate(s) are on file with the County. If an applicant is awarded a contract from the County, a Certificate of Insurance must be provided. This certificate, issued by the insuring agent, must list coverage required by the County, the amounts of coverage, and expiration date. The certificate must also name "Contra Costa County, its officers and employees as additional insured".

Contractors are responsible for renewing coverage and updating written certificates during the contract period. Failure to keep current certification(s) on file will delay payments and could result in contract cancellation.

7. California Secretary of State. Corporations/LLCs **must** be registered and current with the California Secretary of State.
8. Federally Funded Contracts. Entity **must** be in good standing to receive Federal Financial Funds and **must** have a Unique Entity Identifier (UEI) number. UEI's are generated and distributed by the Federal Government at SAM.gov.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 8: REQUIRED PROPOSAL FORMAT

The Bidder requirements outlined in this section are mandatory. The proposal must clearly demonstrate the Bidder's ability to provide the requested services. In addition to the response requirements described in Section 6 of this RFP, proposal must set forth accurate and complete information as required. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification. Response templates are provided and a list of what needs to be included in the proposal packet is described in Section 10 of this RFP to ensure complete submission of the required documentation. **Submit a separate and complete set of proposal packet for each service being proposed.**

8.1 General Submittal Requirements

RFP Proposal Submissions are accepted via **EHSD.org website only** at <https://ehsd/overview/contracting-opportunities/>.

Submissions **must be separated into two (2) files**, first file for the agency Proposal and the second file for the agency's Financial documents.

File #1 Proposal File: Save as "RFP 1220-Agency Name-Proposal". This file must contain agency proposal and all required addendums as specified in the RFP and must be signed by officials authorized to bind the Bidder to the provisions of the RFP.

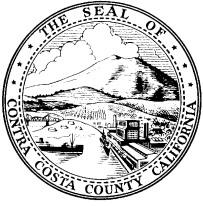
File #2 Fiscal File: Save as "RFP 1220-Agency Name-Financials". This file must contain all required financial documents as specified in the RFP.

Once the files have been uploaded, please select the "Submit Bid" button at the bottom of the proposal announcement page. Complete the required fields on each screen and upload the two (2) files when prompted to do so. Once you click Submit Bid, a notification will inform you that your bid has been sent. An email will be sent to the provided email address. **DO NOT** email files to EHSD.

To ensure EHSD has received proper notification of your RFP submission, you must call: (925) 957-5645 and follow the instructions provided after you submit your proposal.

Any proposal received after the deadline will be rejected. Mail-in, hand-delivery, and faxed submissions are not acceptable.

A proposal may be withdrawn in person by a bidder's authorized representative prior to **12:00 p.m. on the submission due date**. If withdrawing a proposal, the bidder's authorized representative must provide appropriate identification (i.e. driver's license) and sign a receipt attesting to withdrawal of the proposal.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Programmatic responses must be clear and in the order in which they appear on the Proposal Checklist (Section 10). Proposals must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award. Falsification of any information may result in disqualification.

Proposals received are considered the property of the County and will not be returned.

All costs of proposal preparation shall be borne by the bidder. The County shall not be liable for any pre-contractual expenses incurred by bidders in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

RFP submission deadline is Monday, April 21, 2025, by 5:00 p.m. PST, with no exceptions.

EHSD reserves the right to reject any proposal and negotiate any terms as best serves the County. All proposals become the property of the County, without obligation to the Bidder.

The RFP process may be cancelled at any time without written notice.

8.2 Formatting Requirements

All narrative materials are to be single-spaced, 8 1/2" X 11" page size, with no less than 1" margins on each side of the page. Proposals are to use a typeface no less than size 12-point font and be easily readable.

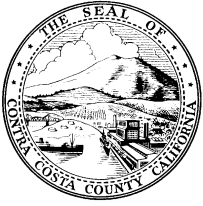
The total Proposal should not exceed twenty (20) pages excluding Proposal Cover Statement, table of contents, budget schedule, budget narrative, resumes, required fiscal attachments and addendums.

Proposals should be **without** expensive artwork, unusual printing, or other materials not requested or essential to the utility and clarity of the Proposal. Information on evaluation criteria and weight factors are included in this RFP packet.

All pages should be numbered consecutively with each section identified by an appropriate number.

8.3 Required Documents

Required forms as reflected in the Proposal Checklist (Section 10) and included in this RFP, must be completed fully and incorporated into the submitted proposal package.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

All information and forms included in the proposal package **must be presented in the order outlined in the Proposal Checklist and numbered sequentially** (excluding the Fiscal Addendums). Electronic templates are posted on the EHSD website under this RFP at <https://ehsd.org/overview/contracting-opportunities/>.

8.4 Proposal Outline

Assemble and arrange each Proposal in the order reflected on the Proposal Checklist and address all required content/questions. **The order in which items are presented is important**, as proposal reviewers will follow this order in looking for specific areas to evaluate. Refer to Proposal Evaluation Process to assure adherence and responsiveness to scoring requirements.

8.4.1 Proposal Cover Statement (Form #1)

This must be the first page of the Proposal. Complete the Proposal Cover Page template (**FORM #1**) provided in this RFP. This form must be completed, signed in blue ink, and will serve as the first page/cover of the agency's proposal. Officials authorized to bind the entity must sign. Do not place anything in front of this page.

8.4.2 Table of Contents

Proposal must include a Table of Contents that clearly identifies each section of the proposal. The Proposal Checklist may serve as the Table of Contents with the addition of proposal page numbers.

8.4.3 Program Narrative Response (20-page max)

Respond to the following questions clearly and concisely. **The total Proposal should not exceed 20 pages** excluding cover statement, table of contents, budget schedule, budget narrative, resumes, required fiscal attachments and addendums. If the total number of pages exceeds the parameters stated herein, **the additional pages will not be reviewed.**

A. AGENCY OVERVIEW AND ORGANIZATIONAL CAPACITY (6 pages max, 20 possible points)

1. Describe the organization's history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an Addendum in your proposal a list of the organization's Board of Directors (**FORM #3**), and the agency's IRS tax exempt letter.



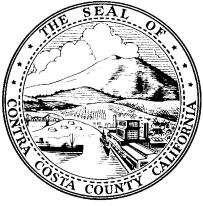
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

2. Provide a summary of the organization's experience implementing a service relevant to the service described in this RFP for which the agency is seeking funding, including the number of years of experience the organization has been providing the service being proposed. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.
3. Describe your organization's experience in providing community-based nutrition services to older adults. Discuss the number of individuals served by type of service.
4. Describe the organization's experience in coordinating and collaborating with local and regional community-based agencies to integrate the service delivery system in Contra Costa County. Provide specific examples of how these efforts have led to increased opportunities for older adults to access services.

B. PROGRAM DESIGN AND APPROACH (10 pages max, 60 possible points)

1. Identify the service you propose to serve and are seeking funding through this RFP, as listed in Section 5.2 Solicitation of Proposals. Submit a separate and complete application packet for each service you are proposing to serve. If proposing to serve less than the minimum required number of units specified in this RFP, please include an explanation for such proposal. At a minimum, your response must include the following:
 - a. **Service** proposed.
 - b. **Number of units** to be served during a twelve (12) month period.
 - c. **Number of unduplicated clients** to be served during a twelve (12) month period.
 - d. **Geographic** areas to be served.
2. Provide a summary of the design and approach for the proposed service the applicant is seeking funding under this RFP. Describe how the proposed service will enhance and strengthen the supportive service system for older adults in Contra Costa County.
3. Describe the overall **goals** of the proposed service. Identify specific measurable outcome-based **objectives**, with timelines, that will support the fulfillment of the established program goals.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

4. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in 3. and the methods for collecting the information. Identify how the agency plans to use program metrics information to continuously improve the quality of the service proposed.
5. Describe a plan for maintaining service delivery during a disaster/emergency/shelter-in-place situation. What are your contingency plans for continuing food production and delivery in the event of disaster.
6. Discuss how your agency ensures safety and sanitation compliance in the kitchen.

C. PROGRAM ADMINISTRATION (4 pages max, 20 possible points)

1. Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. **Place organizational chart in the Addendum.**
2. Describe the organization's governance. Include job descriptions and/or resumes of the agency's Executive Director/CEO and a list of the organization's Board of Directors **(FORM #3)**. **Place job descriptions and/or resumes in the Addendum.**
3. Complete and attach the Agency Fee for Service Budget **(FORM #4)**, showing the amount and purpose of requested funds, and the other resources, including in-kind, available to the agency to support this proposed project. Budgets should reflect common business practices and be adequate to ensure the success of the proposed project. **Check your math.**
 - a. **A 10.53% match of IIC funds is required in either cash or in-kind.** Reference the Instructions for Completing the Budget for additional details.
4. Describe your organization's physical facilities and equipment that will enable adequate provision of services. Discuss the following:



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

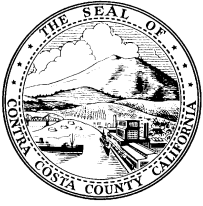
REQUEST FOR PROPOSAL (RFP) 1220

- a. Kitchen address
- b. Total square footage
- c. Storage capacity
- d. Number of refrigerators and freezers to be allocated to the program
- e. Maximum meal production capacity and schedule
- f. Discussion of other programs using the kitchen.

8.4.4 Fiscal Documentation, Narrative and Budget

The Bidder's fiscal information will be used to determine whether adequate financial and other resources are available to support the proposed service. Include an Addendum with the submission if more space is needed to provide the requested information. If any item is not applicable, please note on the form. Response to this section will be used for the Fiscal Review of the application and will determine whether the proposal will advance to the Bureau Review by scoring 70% or higher in this section.

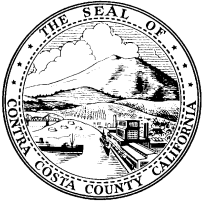
1. Provide a Fiscal Management Narrative which includes:
 - a. A brief description of the lead agency's accounting system and internal controls.
 - b. Explain how the agency's fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.
 - c. Describe internal management and control systems.
 - d. Discuss any additional sources of income that have been or will be added to support the proposed project.
 - e. Describe how the agency will plan for the long-term sustainability of the proposed project.
2. If applicable, complete a Fee for Service Budget for each subcontractor/Contractor showing the amount and purpose of requested funds.
3. Submit one (1) copy of the agency's most recent audit including any applicable corrective action plans, in the Addendum section referenced in the Proposal Submission Checklist.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- a. A review or compilation of the financial statements prepared by a CPA may be submitted in lieu of an audit/audited financial statements if the latter are not available. A copy of the latest filed tax return must be submitted if a review or compilation is not available.
4. Submit one (1) copy of current Agency Operating Budget with revenues and expenses indicated.
5. Describe fiscal procedures and policies or **attach a manual of fiscal procedures and policies** in the Addendum section as referenced in the Proposal Submission Checklist.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 9: EVALUATION PROCESS AND CONTRACT AWARD

9.1 Evaluation Process

All proposals complete three (3) stages of evaluation: Compliance Review, Fiscal Review, and Bureau Committee Review. Proposals will be stored in a designated secure location to insure confidentiality. No proposals will be opened until after the submission deadline identified in the RFP. All Bidders submitting proposals by the published due date will be sent a copy of the Award Notification letter. The proposal evaluation stages are as follows:

9.2 Compliance Review

Compliance Review will be performed by the EHSD Contracts and Grants Division for adherence with RFP submission requirements. This will be evaluated on a **pass/fail** standard based on adherence to deadlines and submission requirements. Applications that pass Compliance Review will be advanced for Fiscal Review.

9.3 Fiscal Review

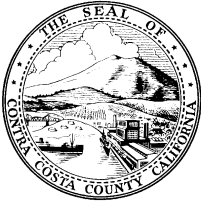
Fiscal Review will be performed by the EHSD Fiscal Division. Submitted financial statements described in Section 6.2 will be evaluated and scored according to program budget, solvency, and internal controls. Each proposal must receive a **minimum score of 70%** of the total available 100 points on the Fiscal Review to be forwarded to the Bureau Committee Review for consideration.

9.4 Bureau Committee Review

RFP Proposals that successfully complete the Contracts Compliance Review and the Fiscal Review (referenced above) will be submitted for Bureau Committee Review. Bureau Committee review will be performed by a team that may include EHSD and other County department staff, technical experts outside the County, consumers, and members of the Contra Costa County Advisory Council on Aging. The Panel will evaluate and score the proposals in the manner submitted by the applicant.

9.5 Scoring Methodology

Program elements will be weighted as follows with a maximum score of 100 points using the following criteria guidelines. **Proposals that do not attain an average of 70 points from the Bureau Committee Review are unlikely to be eligible for further consideration for funding.**



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

Program Elements and Possible Score

A. Agency Overview and Organizational Capacity – 20 Points

Evaluation Criteria	Max Points
1. Describe the organization's history, mission, purpose, programs/services, and number of years the agency has been in business under the present or prior business name. Include as an Addendum in your proposal a list of the organization's Board of Directors (FORM #3), and the agency's IRS tax exempt letter.	5
2. Provide a summary of the organization's experience implementing a service relevant to the service described in this RFP for which the agency is seeking funding, including the number of years of experience the organization has been providing the service being proposed. If applicable, provide the name of the agency with whom the Bidder has a contract for the relevant or similar service being proposed.	5
3. Describe your organization's experience in providing community-based nutrition services to older adults. Discuss the number of individuals served by type of service.	5
4. Describe the organization's experience in coordinating and collaborating with local and regional community-based agencies to integrate the service delivery system in Contra Costa County. Provide specific examples of how these efforts have led to increased opportunities for older adults to access services.	5

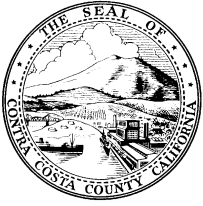


EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

B. Program Design and Approach – 60 Points (Weight factor of 2)

Evaluation Criteria	Max Points
<p>1. Identify the service you propose to serve and are seeking funding through this RFP, as listed in Section 5.2 Solicitation of Proposals. Submit a separate and complete application packet for each service you are proposing to serve. If proposing to serve less than the minimum required number of units specified in this RFP, please include an explanation for such proposal. At a minimum, your response must include the following:</p> <ul style="list-style-type: none"> a. Service proposed. b. Number of units to be served during a twelve (12) month period. c. Number of unduplicated clients to be served during a twelve (12) month period. d. Geographic area(s) to be served. 	10
<p>2. Provide a summary of the design and approach for the proposed service the applicant is seeking funding under this RFP. Describe how the proposed service will enhance and strengthen the supportive service system for older adults in Contra Costa County.</p>	10
<p>3. Describe the overall goals of the proposed service. Identify specific measurable outcome-based objectives, with timelines, that will support the fulfillment of the established program goals.</p>	10
<p>4. Describe the methods for which the organization will evaluate program impact and outcomes. Identify ways the agency will measure its performance in reaching the overall goals and objectives identified above in 3. and the methods for collecting the information. Identify how the agency plans to use program metrics information to continuously improve the quality of the service proposed. Describe a plan for maintaining service delivery during a disaster/emergency/ shelter-in-place situation. What are your contingency plans for continuing food production and delivery in the event of disaster?</p>	10
<p>5. Describe a plan for maintaining service delivery during a disaster/emergency/ shelter-in-place situation. What are your contingency plans for continuing food production and delivery in the event of disaster.</p>	10
<p>6. Discuss how your agency ensures safety and sanitation compliance in the kitchen.</p>	10



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

C. PROGRAM ADMINISTRATION – 20 Points

Evaluation Criteria	Max Points
1. Describe the indirect and direct staff that will operate and support the program (e.g., full time equivalencies, responsibilities, experience, licenses, etc.). Include an organizational chart illustrating how the proposed project relates with other agency projects and programs. Place organizational chart in the Addendum.	5
2. Describe the organization’s governance. Include job descriptions and/or resumes of the agency’s Executive Director/CEO and a list of the organization’s Board of Directors (FORM #3) . Place job descriptions and/or resumes in the Addendum.	5
3. Using the enclosed Program Budget template and justification (FORM #4) describe the budget for the proposed service.	5
4. Describe your organization’s physical facilities and equipment that will enable adequate provision of services. Discuss the following: a. Kitchen address b. Total square footage c. Storage capacity d. Number of refrigerators and freezers to be allocated to the program e. Maximum meal production capacity and schedule f. Discussion of other programs using the kitchen	5

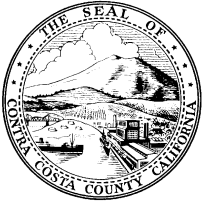
Total Maximum Possible Points **100 points**

9.6 Appeals Process

Only Bidders submitting a proposal in accordance with this RFP shall have an opportunity to appeal the funding decision of EHSD. **Proposals disqualified for not meeting the deadline for submission are not eligible for appeal.**

All Bidders will receive an emailed notification from EHSD informing them of the funding decisions. If a Bidder wishes to appeal the selection or award decision, the bidder must submit a written appeal request.

- The issue(s) appealed;



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- How the alleged issue detrimentally effects the appellant; and
- The rectification sought by the appellant.

An appeal will only be considered valid if there has been a violation of one (1) of the following criteria:

- The procurement process as outlined by the RFP was violated in some manner; and/or
- Federal, state, and/or EHSD procurement guidelines have been violated.

An appeal would not be allowed to contest individual scores, the rating system, or dissatisfaction with the evaluation results unless there is a violation of the process as outlined above.

Letters of appeal must be sent to:

**EHSD Director
40 Douglas Drive
Martinez, CA 94553**
or via email to: contract_clerk@ehsd.cccounty.us

Letters of appeals must be sent and received no later than 5:00 p.m. by the tenth (10) business day from the date email is sent of the award status. The appeal will be conducted in accordance with the EHSD process.

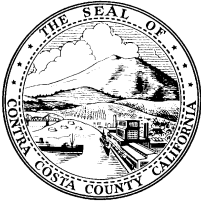
The County's appeal decision is final. Notification of a final decision on an appeal shall be made in writing to the Bidder.

An appellant is entitled to appeal a decision made by the County by submitting a written appeal to the State at:

California Department of Aging
1300 National Drive, Suite 200
Sacramento, CA 95834

A copy of the appeal letter sent to State must also be sent to the County at:

Employment and Human Services Department
Contracts and Grants Division
40 Douglas Drive
Martinez, CA 94553



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

9.7 Contract Award and Negotiation

The successful Bidder(s) will be expected to promptly enter into contract negotiation with EHSD. This may result in mutually agreed upon changes in plans or activities identified in the Proposal. As a result of this negotiation, the actual contract may include other agreements and clarifications of activities, consistent with the intent of this RFP.

Services will begin upon the signing of a contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by contractor prior to the effective date of any contract.

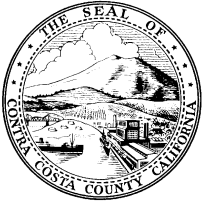
Selected Contractor(s) will be responsible for all services offered in their RFP Proposal, whether or not Contractor(s) perform them directly or through subcontractors in multiple agency collaboration.

EHSD will actively monitor service implementation and delivery and provide contract monitoring. Any material breach of contract requirements will constitute grounds for terminating the contract.

9.8 Contract Term and Litigation Warranty

EHSD will negotiate contract terms and agreements with the successful Bidder(s). Satisfactory performance and delivery of services are conditions of contract renewal. Total overall contract term for services under this RFP including renewals is not to exceed a total of four (4) years, depending upon funding availability.

Bidders, by submitting a Proposal, warrant that they are not currently involved in litigation or arbitration concerning their performance as it relates to the same or similar services to be supplied pursuant to the referenced contract and that no judgments or awards have been made against the Bidder on the basis of their performance in supplying the same or similar services, unless such fact is disclosed to EHSD in the Proposal. Disclosure will not automatically disqualify the Bidder; however, EHSD reserves the right to evaluate proposal(s) on the basis of facts surrounding such litigation or arbitration. These will be reviewed and decided upon at the discretion of EHSD.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

SECTION 10: PROPOSAL CHECKLIST

All items listed below shall be completed and included in submittal package at time of submission to County as per the RFP. This list is intended to assist responding organizations. It is the sole responsibility of each responding organization to ensure that their proposal conforms to the requirements of the RFP.

Forms are provided in Section 11. The Proposal Checklist may be used as a Table of Contents if it includes the relevant proposal page numbers for each section listed on the form.

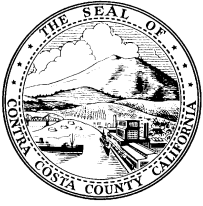
Proposals must be in the following order:

File #1 Proposal File: [Save as "RFP1220"-Agency Name-Proposal"]

- Proposal Cover Statement (Form #1)**
- Table of Contents**
- Program Narrative**
 - Agency Overview and Organizational Capacity (6- page max, 20 points)
 - Program Design and Approach (10-page max, 60 points)
 - Program Administration (4-page max, 20 points)
 - Budget and Budget Narrative for Proposed Service (Form #4)**
- Proposal Addendums**
 - Organizational Chart**
 - Statement of Qualifications (Form #2** with original signatures must accompany original proposal), completed and signed by Agency Executive Director and President of Agency Board of Directors.
 - Board of Directors Form (Form #3)**
 - Job Descriptions and/pr Resumes of Executive Director and Key Program and Fiscal Staff**
 - Agency Brochure (as available)**

File #2 Fiscal File: [Save as "RFP1220-Agency Name-Financials"]

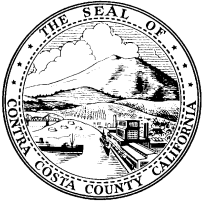
- Fiscal Management Narrative**
- Fiscal Addendums**
 - Copy of Bidder's IRS 501(c)(3) determination letter attached to original proposal copy (if agency is a non-profit organization).
 - Copy of Bidder's manual of fiscal procedures and policies, if available, attached to original proposal copy (reference Section 8.4).
 - Copy of Bidder's last audited financial statement attached to original proposal copy. (Reference Section 6.2 for alternate submission



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- requirements if audited financial statements are not available).
- Copy of current Agency Budget with revenues and expenses indicated.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

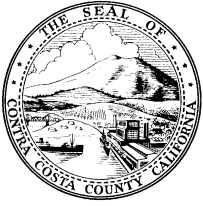
SECTION 11: REQUIRED FORMS

SECTION 12: APPENDICES

12.1 GENERAL CONDITIONS

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to



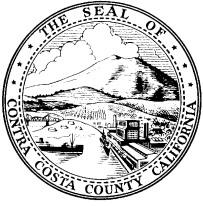
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.
5. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$200,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$200,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

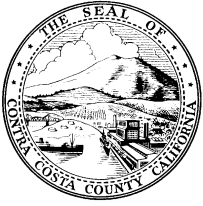
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or

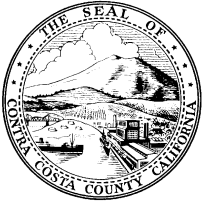


EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so

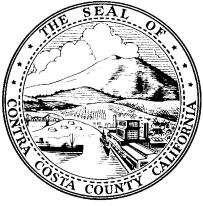


EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County,



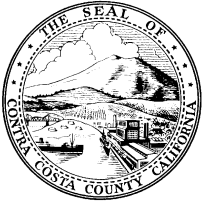
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
- c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such

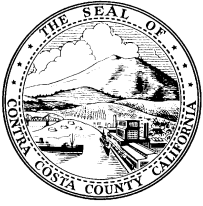


EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.

20. **Notices**. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
21. **Primacy of General Conditions**. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
22. **Nonrenewal**. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
23. **Possessory Interest**. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
24. **No Third-Party Beneficiaries**. Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
25. **Copyrights, Rights in Data, and Works Made for Hire**. Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

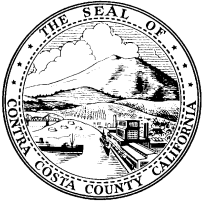
REQUEST FOR PROPOSAL (RFP) 1220

“works made for hire” (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County’s prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. Required Audit.

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200,



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

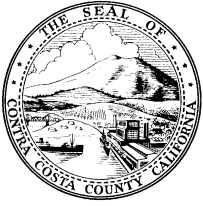
REQUEST FOR PROPOSAL (RFP) 1220

Subpart F. Contractor shall make its records available for, and appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County, may require an audit. If an audit is required, Contractor must provide County with the audit.

- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

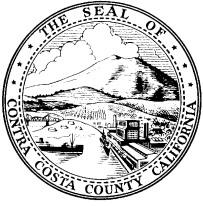


**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

12.2 FEDERAL SUBAWARD CONDITIONS

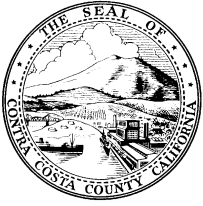
- I. The contract meets the conditions of a Federal subaward and the Contractor is subject to the Subrecipient provisions in 2 CFR 200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. Subrecipient – – Title 2 CFR section 200.1
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward – – Title 2 CFR section 200.1
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity – – Title 2 CFR section 200.1
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity is the County of Contra Costa
- IV. The Subrecipient is TBD.
- V. The Subrecipient's unique identification number is TBD.
- VI. If applicable, the Federal Award Date is 2025.
- VII. If applicable, the Federal Award Identification Number (FAIN) is TBD.
- VIII. The Subaward Period of Performance is from 07/01/2025 to 06/30/2026.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is \$2,054,248.
- X. The CFDA Number is 93.045, 93.053.
- XI. The Federal Program Title is Older Americans Act Title III- Grants for State & Community Programs on Aging.
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIIC Senior Nutrition Meal Production Program

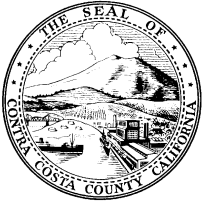
REQUEST FOR PROPOSAL (RFP) 1220

12.3 AREA AGENCY ON AGING SPECIAL CONDITIONS

A. Definitions

1. "County" means: County Costa County through its Employment and Human Services Department, Area Agency on Aging.
2. "Department" or "EHSD" means: Employment and Human Services Department.
3. "CDA" means: California Department of Aging.
4. "AAA" means: Area Agency on Aging.
5. "CFR" means: Code of Federal Regulations.
6. "CCR" means: California Code of Regulations.
7. "USC" means: United States Code.
8. Title III program definitions and requirements may be found in the Older Americans Act (OAA 42 USC Section 3001-3058), Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (CCR), Div. 1.8, Section 7000, et seq., and Department Program Memoranda.
9. "Service Population" means an emphasis on serving those in economic and social need with particular attention to low income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E)] [Title 22, CCR, §§7125, 7127, 7130, and 7135]. Greatest Social Need: (GSN) is defined as an older person, age 60 and older, having at least two of the following characteristics: handicapped, language/communication barrier, lives alone, or age 75 or over. Greatest Economic Need: (GEN) is defined as an older person whose monthly income is at or below the Federal poverty guidelines.
10. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for Americans.
11. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to individuals who are frail as defined by 22 CCR §7119, homebound by reason of illness or disability, or otherwise isolated. Services include: meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans.

B. Law, Policy and Procedure, Licenses, and Certificates



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Contractor agrees to administer this Contract in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Contractor and its subcontractors, when approved by County, shall keep in effect all licenses, permits, notices, and certificates that are required by law.

C. Nondiscrimination In Employment, Services, Benefits And Facilities:

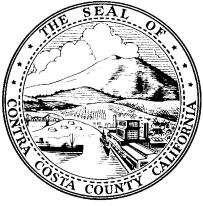
Contractor and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Contract, because of race, ancestry, marital status, color, religious creed, political activities or affiliations, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), the Fair Employment and Housing Act (Government Code §§ 12900, et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto. Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification (Attachment), prior to execution of this Contract. The certificate is available at <http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification (Attachment), ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12900, et seq.), and ensures that Contractor's internal policies are not used in violation of California Civil Rights Laws.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Contract and when applicable give notice of these obligations to labor organizations with which they have Contracts.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

D. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with:
 - a. Copeland "Anti-Kickback" Act ([18 USC §874, 40 USC) §3141] [29 CFR Part 3]).
 - b. Davis-Bacon Act [40 USC §3141 et seq.] ([29 CFR Part 5]).
 - c. Contract Work Hours and Safety Standards Act (40 USC §3701 et seq,) [29 CFR, Part 5, 6, 7, 8]).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property that would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by the County.
3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the County before making any fund or budget transfers between construction and non-construction.

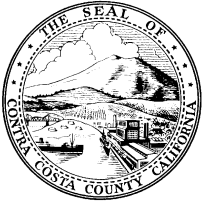
E. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended (42 USC §7401).
2. The Clean Water Act, as amended (33 USC §1251, et seq.).
3. Environmental Protection Agency Regulations (40 CFR29) [Executive Order 11738].
4. State Contract Act [Cal.Pub.Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010 Civil Code § 51, et seq.]

F. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief, that it:
 - a. Is not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- b. Has not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Has not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
2. Contractor shall:
- a. Report immediately to the County in writing any incidents of alleged fraud and/or abuse by Contractor.
 - b. Maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
 - c. Agree to timely execute any and all amendments to this Contract or other required documentation relating to debarment/suspension status.

G. Corporate Status

1. Contractor shall be a public or private nonprofit entity. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.
2. Contractor shall ensure that any subcontractors providing services under this Contract shall be of sound financial status. Any private, subcontracting corporation shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Contract.
3. Failure to maintain good standing by the contracting corporation shall result in suspension or termination of this Contract with the County until satisfactory status is restored. Failure to maintain good standing by a subcontracting corporation shall result in suspension or termination of the subcontract until satisfactory status is restored.
4. Contracts with individuals are not subject to the restrictions set forth above in Paragraph G. Corporate Status.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

H. Lobbying Certification:

1. Contractor must read, sign and date Lobbying Certification Attachment 4 and return with the contract. To report lobbying activities, Contractor must complete Standard Form Disclosure of Lobbying Activities LLL (Attachment 10). Refer for implementing guidance published by the Office of Management and Budget for additional information.
2. Contractor agrees not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the congress.

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

J. Commencement of Work: Should Contractor begin work in advance of receiving notice that this Contract is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.

K. Property:

1. Unless otherwise provided for in this Paragraph K, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, toner, cartridges, file folders, and similar items.
 - b. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, and similar items.
2. Property acquired under this Contract, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Non-capitalized property means those items that do not meet the reporting requirements enumerated in the above (Paragraph K. 2 (a, b, c)).



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

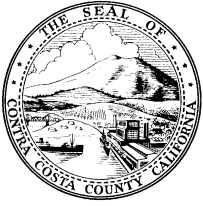
4. Additions, improvements, and betterments to assets meeting all of the conditions in Paragraph 1, must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property that lacks physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, and similar items).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. Contractor shall record the following information when property is purchased with funds from this Contract, and submit Property Acquisition Form (CDA 9023), included as Attachment 5, for all property furnished or purchased by Contractor with funds awarded under the terms of this Contract, as instructed by County. Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024) included as Attachment 6.

Contractor shall record at minimum, the following information when property is acquired:

- a. Date acquired.
 - b. Item description (include model number).
 - c. CDA tag number.
 - d. Purchase cost or other basis of valuation.
 - e. Serial number (if applicable).
 - f. Fund source.
 - g. Purchase cost or other basis of valuation.
7. Prior to disposal of any property purchased by Contractor with funds from this Contract, Contractor must obtain approval from the County regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the County. Contractor shall use the Request to Dispose of Property (CDA 248) Attachment 7 to dispose of property.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

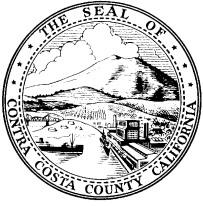
REQUEST FOR PROPOSAL (RFP) 1220

8. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to, magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-functional printers, and laptops.
9. Any loss, damage, or theft of equipment shall be investigated and fully documented, and the Contractor shall promptly notify CDA.
10. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from the County regarding the final disposition of the property.
11. In the event of Contractor's dissolution or upon termination of this Contract, the Contractor shall provide a final property inventory to the County. The County reserves the right to require Contractor to transfer such property to another entity, or to the County.
12. To exercise the above right to transfer property, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution, the County will issue specific written disposition instructions to Contractor.
13. The Contractor shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
 - a. Another County program providing the same or similar service; or
 - b. Another County-funded program; or
 - c. State/federally-funded program.

Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, County may require reimbursement under this Contract for its use.

Contractor shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

L. Access

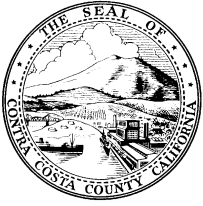
Contractor shall provide access to the County, State, or Federal agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized Federal or State representatives to any books, documents, papers, records, and electronic files of the Contractor, which are directly pertinent to this Contract for the purpose of audit, examination, excerpts, and transcriptions.

M. Monitoring, Assessment, and Evaluation

1. Authorized County or State representatives shall have the right to monitor, assess, and evaluate the Contractor's performance pursuant to this Contract. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
2. The Contractor shall cooperate with the County and State in the monitoring, assessment, and evaluation processes, which includes making any administrative program and fiscal staff available during any scheduled process.

N. Insurance: Paragraph 19 (Insurance) of the General Conditions is hereby deleted in its entirety and replaced with the following paragraphs:

1. **AUTOMOBILE INSURANCE:** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect a policy of motor vehicle liability insurance naming the County and its officers and employees as additional insured, for any use Contractor makes of a private automobile in the performance of this Contract, as required by State law and in amounts not less than:
 - a. \$100,000 for personal injury to, or death of, one person;
 - b. \$300,000 for injury to, or death of, two or more persons, per occurrence; and
 - c. \$100,000 for property damage.
2. **LIABILITY INSURANCE:** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor shall provide comprehensive liability insurance, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness, or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include County and its officers and employees as additional insured as to all services performed by Contractor under this agreement. Said policies shall constitute primary insurance as to County, the State and Federal governments, and their officers, agents, and employees, so that other



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under Contractor's insurance policy of policies. For all contracts where the total payment limit is above \$500,000, the aforementioned insurance coverage to be provided by Contractor shall have a minimum combined single limit coverage of \$1,000,000 and Contractor shall be required to provide County with a copy of the endorsement making the County an additional insured on all general liability, worker's compensations, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

3. **WORKER'S COMPENSATION:** Contractor shall provide worker's compensation insurance coverage for its employees.
4. **INSURANCE CERTIFICATE:** Not later than the effective date of this Contract, Contractor shall provide County with a certificate of insurance evidencing the above liability insurance. The policy shall include a provision of thirty (30) days written notice to County before cancellation or material change of the above-specified coverage. Said policy shall constitute primary insurance for any claims as to the County, State, and Federal governments, as applicable, and their officers, agents, and employees, so that other insurance policies held by them shall not be required to contribute to any loss covered under Contractor's insurance policy.
5. **PROOF OF INSURANCE:** Contractor shall provide County with (a) copy(ies) of the endorsement(s) making the County an additional named insured on all general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either (a) new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy(ies) at any time during the term of this Contract, then Contractor shall provide County with a current copy(ies) of the endorsement(s).
6. **ADDITIONAL INSURANCE PROVISIONS:** The insurance policies provided by Contractor shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.
7. Contractor shall require its subcontractors or vendors under this Contract, other than units of local government, which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require its subcontractors and vendors to hold Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the State, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its subcontractors.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

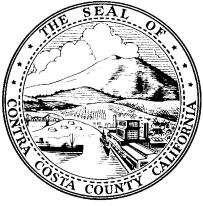
8. Contractor shall require language in all subcontractor and/or vendor agreements to indemnify, defend, and save harmless Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Contract were used and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor and/or vendor in the performance of this Contract.

O. Fiscal/Budget/Data/Other Requirements

1. **LOCAL SHARE/MATCH:** Contractor shall during the term of this Contract provide and identify cost of Contract match each month, totaling a minimum of 1/9th of federal funds unless specified otherwise.
2. **FUNDING:** Funding for this Contract is contingent upon the availability of State and Federal funds and can be terminated when such funds are not available (see Paragraph Q.2).
3. **LINE ITEM CHANGES:** Contractor shall obtain written authorization from AAA prior to individual line-item changes of more than 10%, subject to the total Contract payment limit.

Contractor utilizing line item budgets will provide to the County a written Cost Allocation Plan (CAP) detailing each cost item and its allocation method. Individual cost items may be incurred that are specific to a grant program but central costs must be allocated. These allocated costs are direct costs. Utilizing the methodology described in the submitted CAP, Contractor must prepare schedules that detail the allocation of 100% of the cost in the Contractor expenditure reports itemizing the allocation of each service to the specific benefited program. For contracts with a total payment limit of \$50,000 or less, Contractor may submit one written paragraph detailing the CAP.

4. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving such as Medicaid waiver programs or other caregiver services such as those provided through Department of Social Services Kinship Support Service Programs, California Community Colleges Foster and Kinship Care Education Programs, Department of Developmental Services Regional Centers, Department of Health Care Services, Caregiver Resource Centers and other Title III funded providers.
5. **DISALLOWED COSTS and INDIRECT COSTS:** The AAS reserves the right to refuse payment to Contractor or later disallow costs for any expenditure determined by the Department as not in compliance with this Contract or determined to be unrelated to



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

Contract activities; or inappropriate to such activities; or for which there is insufficient supporting documentation presented; or for which prior approval was required but was either not requested or not granted.

INDIRECT COSTS:

(1) The maximum reimbursement amount allowable for indirect costs is 10 percent (10%) of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment. (2) Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by the County. (3) Indirect cost rates exceeding the maximum ten percent (110%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from the County prior to budgeting the excess indirect costs as in-kind.

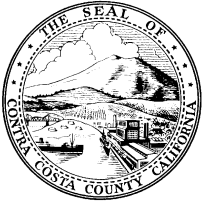
UNALLOWABLE PROFIT:

The US Department of Health and Human Services (DHHS) does not allow recipients of DHSS funds to earn a profit even if the recipient is a commercial organization as stipulated in §75.216(b) in 45 CFR 75. Profit is any amount in excess of allowable direct and indirect costs. Contractor may not include profit on AAA funding streams as stipulated in §75.400(g) in 45 CFR 75.

6. RECORDS:

Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by Contractor. All records pertaining to this Contract must be made available for inspection and audit by the County, at any time during normal business hours.

- a. All Records are to be kept until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch.
- b. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as for those records not terminated. Contractor shall ensure that any resource directories and all client records remain the property of the County upon termination of the Contractor, and are returned to the County or transferred to another contractor as instructed by the County.
- c. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and is so stated in writing to the Contractor.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- d. Adequate source documentation of each transaction shall be maintained relative to the allow ability of expenditures reimbursed by the County under this Contract. If the allow ability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by the County during the audit resolution process.
 - e. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Contract. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.
7. TRAVEL: Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

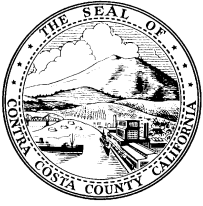
Mileage, Per Diem and Lodging:

<http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimburesment.htm>

<http://www.dpa.ca.gov/personnel-policies/travel/meals-and-incidentals.htm>

<http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm>

8. AUDIT REQUIREMENTS:
- a. Contracts less than \$25,000 are required to provide an unaudited financial program schedule of expenditures and revenues to the Department (Fiscal Unit) within 30 days of the termination date of the contract. Any adjustment to charges submitted during the contract period are to be adjusted by the contractor at this time. A completed County Demand Form (D-15) will accompany the program schedule of expenditures and revenues when adjustment of claimed expenditure is necessary. A report of over reimburse expenditures by Contractor will be accompanied by a check in the amount of the adjustment made payable to the Auditor Controller, Contra Costa County.
 - b. Irrespective of the contract amount, if an audit or financial report is required by another agency or is available, a copy of the audit and financial reports will be sent to the Employment and Human Services Department, Fiscal Unit, 40 Douglas Drive, Martinez, CA 94553 immediately upon completion. The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or no later than nine months after the end of the audit period, unless a longer period is agreed to in advance by the County.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

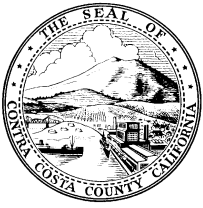
REQUEST FOR PROPOSAL (RFP) 1220

- c. Contractors that expend \$750,000 or more in aggregate Federal Funds from all sources shall arrange to have met the audit requirements of 2 CFR §200.501-200.521 [formerly OMB Circular A-133] and a copy submitted to the:

Contra Costa County Employment and Human Services
Attention Fiscal Officer
40 Douglas Drive
Martinez, CA 94553

Within the timeframe stated above in Paragraph 10(c).

- d. For State-funded contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the "Schedule of Expenditures of Federal Awards" (SEFA) or program audit by the appropriate program name, identifying grant/contract number, and as passed through Contra Costa County.
- e. Contractor shall ensure that the single audit reports meet Federal Office of Management and Budget (OMB) Circular A-133 requirements:
- (1) Performed timely-not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
 - (2) Properly procured-use procurement standards provided for auditor selection. [2 CFR §200.509].
 - (3) Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR §200.514].
 - (4) Audits are all inclusive-includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR §200.515].
 - (5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- f. Contractor shall perform a reconciliation of the Cost Report and Settlement (see Area Agency on Aging-Attachments, Attachment 9) and submit to the County 30 days after fiscal year end.
 - g. The County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional audit work, as needed.
 - h. Contractor shall cooperate with and participate in any further audits, which may be required by the State of California.
9. Contractor will report program income to the County. Program income is defined as revenue generated by Contractor or its subcontractors from Contract-supported activities. Program income must be reported and used to *expand* baseline services and *not* charge against existing expenses. The income must be reported and expended under the same terms and conditions as the program funds from which it is generated and must be used to pay for current allowable costs during the same fiscal year that the income was earned.

Program income may not be used to meet the matching requirements of this Contract. Program income includes:

- a. Voluntary contributions received from a participant or responsible party as a result of service.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this contract.
- c. Royalties received on patents and copyrights from Contract supported activities.
- d. Proceeds from the sale of goods created under this Contract.

Contractor must develop and implement a method for voluntary client contributions in accordance with the California State Department of Aging Standard Agreement.

Services shall not be denied to any client who does not contribute toward the cost of the services received.

Methods used to solicit voluntary contributions for services shall be non-coercive.

Donation letters sent to clients shall stipulate that contributions are voluntary and not required to receive service.

10. **CASH or IN-KIND MATCH:** Matching means the value of third party (contractor) in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by Contractor, subcontractor, or other local resources.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- a. Third party in-kind contributions are property or services provided which benefit a contract-supported project or program and which are contributed by non-federal third parties without charge to the County.
 - b. Third party in-kind contributions count towards satisfying a match requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.
 - c. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of program activities.
 - d. Costs incurred by Contractor must be verifiable from the records of Contractor.
 - e. Costs must be allowable as outlined in the OMB circulars and may be cash or in-kind contributions.
 - f. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
 - g. Non-Match contributions are Contractor funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions.
11. **OTHER RESPONSIBILITIES:** Contractor will review OMB Circulars and Common Rule found on the OMB website: <http://www.whitehouse.gov/omb/circulars/> for the following audit, local governments, non-profit entities and administration on non-profits:
- | | |
|-----------|---|
| OMB A-133 | Audit Thresholds |
| OMB A-87 | Local Governments/Cost Allocation Methods |
| OMB A-122 | Non-Profit Entities |
| OMB A-110 | Administration of Non-Profits |
12. **ONE-TIME-ONLY FUNDS:** Federal Program One-Time-Only (OTO) funds shall be used for the following purposes and are awarded by the County:
- a. The purchase of equipment that enhances the delivery of services to the eligible service population and must be an allowable cost of the program.
 - b. Home and community-based projects that assist families and/or caregivers to maintain the eligible population in a home environment and are designed to address the unmet needs of the eligible service population.
 - c. Innovative pilot projects that are designed for the development or enhancement of a comprehensive and coordinated system of services.
 - d. Baseline Services. OTO funds may be approved by the AAA to increase baseline services. Service providers receiving funds for this purpose must understand it is for service delivery during the current contract period *only*.



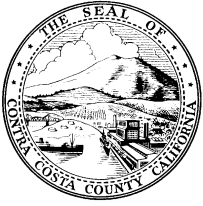
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

Nutritional Services Information Program (NSIP) OTO shall be used to purchase food used in the Elderly Nutrition Program.

OTO funding must be tracked separately and submitted on separate demands.

13. **GRIEVANCE PROCEDURE:** Contractor must establish and provide a written grievance procedure for reviewing and attempting to resolve complaints of older individuals. The process shall include:
 - a. Time frames within which a complaint will be acted upon.
 - b. Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the AAA if dissatisfied with the results of the service provider's review.
 - c. Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint can be released to the responding party without the older individual's consent.
 - d. The Grievance procedure must be posted in visible and accessible areas, such as bulletin boards in multipurpose senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. "Substantial number" and "Significant number" shall be established by the AAA. Homebound older individuals should be advised of the process either orally or in writing upon initial contact with the individuals.
 - e. Complaints may involve, but not be limited to, any or all of the following:
 - (1) Amount or duration of a service
 - (2) Denial or discontinuance of a service
 - (3) Dissatisfaction with the service being provided or with the service provider.
 - (4) Failure of the contractor to comply with any of the requirements set forth in the AAS contract.
14. **EMERGENCY PREPAREDNESS PLAN:** Contractor must maintain, update, and implement, as needed an Emergency Preparedness Plan as approved by the AAA. This plan must ensure the continuation of the provision of Contractor's critical services that will meet the emergency needs of its staff and clients during a disaster. Any changes to the plan must be submitted to AAA for approval.
15. **BREACH OF CONTRACT:** Upon breach of this Contract by Contractor, County shall have all remedies available to it both in equity and/or at law.



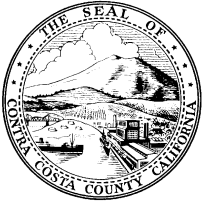
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

16. **STANDARDS OF WORK:** Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to accepted professional standards.
 17. **CONFLICT OF INTEREST:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Contract will have any direct or indirect financial interest resulting from this Contract. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Contract without immediate divulgence of such fact to the County.
 18. **Covenant Against Contingent Fees:**
 - a. Contractor warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
 - b. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
 19. Contractor must complete Attachments 1-4 which are attached hereto and incorporated herein by reference, and return with the signed contract.
- P. Appeals Process:** AAA Appeals/Fair Hearing process follows a confidential process, which encourages resolution at the lowest level of authority in an informal process whenever possible as described 22 CCR §7400.

PROCEDURES:

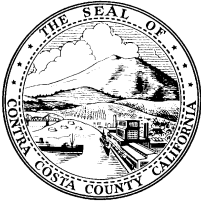
1. **First Level of Complaint:**
 - a. Upon receipt of the complaint, the Program Supervisor shall conduct an informal administrative review within 10 working days of receipt. The complaint will be reviewed based on the merit of the complaint and the verification of the violation of the rights, law, regulation, policy or ordinance cited.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- b. The AAA Program Supervisor shall conduct any necessary follow-up and notify the complainant in writing of the results of the investigation, as well as his or her right to request a meeting with the AAA Program Manager (or Designee).
 - c. If the matter is resolved to the Complainant's satisfaction, the AAA Program Supervisor will keep documentation of the complaint and resolution in a secured place.
 - d. If the Complainant is not satisfied with the resolution at the lowest level of authority, he or she may request an appeal by the AAA Program Manager. The appeal should include a citation of the law, regulation, policy or ordinance in violation of the Complainant's rights or program standards.
2. Second Level of Complaint:
 - a. Upon receipt of the appeal, the Program Manager will set up a meeting with the Complainant, by phone or in person, within 15 business days of the notification and conduct any necessary follow-up investigation.
 - b. Within 10 working days of the meeting, the AAA Program Manager shall provide the Complainant with a written copy of his or her decision and inform Complainant of the right to request an administrative hearing.
 - c. The Complainant shall be informed that the request for an administrative hearing must be made in writing addressed to the Aging and Adult Services Director and must be made within 30 days of receipt of the Program Manager's decision.
 - d. The Complainant must be instructed that the hearing request must include the reasons he or she feels that the decisions should not be upheld.
3. Third Level of Complaint:
 - a. If the Complainant exercises the right to request an administrative hearing, the Aging and Adult Services Director will perform the following: (1) Review the hearing request. (2) Review the merits of the reasons cited by the Complainant. (3) Conduct any necessary follow-up. Upon review of the merits of the hearing request, the Director may determine that the decisions of the management staff will be upheld and the case will be closed or determine that reasons cited by the Complainant have merit and grant the Complainant an administrative hearing. The Director may choose to invite an impartial third party such as a member of the AAA Advisory Council, or another contractor who is not related to the complaint, to serve on the hearing the panel.



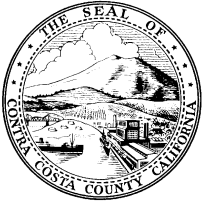
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- b. If a hearing is granted, it shall be scheduled within 45 days of receipt of the Complainant's request and the Complainant shall be notified of the following:
- i. The time and place of the hearing;
 - ii. The right to be present at the hearing;
 - iii. The right to present evidence and witnesses;
 - iv. A written decision shall be prepared within 20 days of the hearing;
 - v. Notice of the decision will be sent to all involved parties noting that the decision is final and not subject to further appeal; if remedies are identified, steps will be put in place to ensure remedy is implemented.

Q. **General Conditions**, paragraph 5, Termination and Cancellation, is deleted in its entirety and replaced with the following:

1. **TERMINATION FOR CONVENIENCE:** The County or Contractor may terminate performance of work under this Contract for its convenience in whole or, in part, if the County determines that a termination is in the County's interest. Either party to this Contract shall terminate by delivering to the other party a Notice of Termination specifying the extent of termination and the effective date thereof. Such termination shall be effective ninety (90) days from the delivery of the Notice of Termination or at another effective date as agreed to by both parties. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void. The party terminating the Contract shall submit to the other party a Transition Plan within fifteen (15) days of delivery of a written notice.
2. **TERMINATION FOR CAUSE:** The County may terminate the performance of work for cause under this Contract. The County may terminate the Contract upon 30 days written notice to the contractor. The notice of termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The grounds for termination for cause shall include but are not limited to the following:
 - a. In case of threat of life, health or safety of the public. Termination of Contract shall be effective immediately.
 - b. A violation of the law.
 - c. Inadequate performance or failure to make progress so as to endanger performance of this agreement.
 - d. Failure to comply with reporting requirements.



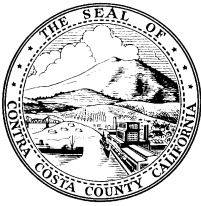
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- e. Evidence that the contractor is in an unsatisfactory financial condition as determined by an audit of the department.
- f. Evidence of a financial condition that endangers performance of this agreement and/or the loss of other funding sources.
- g. Delinquency in payment of taxes or payment of costs for performance of this agreement in the ordinary course of business.
- h. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the contractor's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the contractor.
- i. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the contractor's assets or income.
- j. The commission of an act of bankruptcy.
- k. Finding of debarment or suspension.
- l. The contractor's organization structure has materially changed.
- m. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR §200.205 and 45 CFR §75.205. If such a determination is made, the Contractor may be subject to additional special conditions or restrictions.
- n. Funding is reduced or deleted for any state fiscal year by the Department, County, State Department of Finance, Legislature, or Congress.

R. Transition Plan: The Contractor shall submit a Transition Plan to the County within fifteen (15) days of delivery of a written Notice of Termination of a program funded either by Title III or Title VII. The Transition Plan must be approved by AAA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the contract.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

8. A full inventory and plan to dispose or, transfer, or return to the County all equipment purchased during the entire operation of the contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

S. Contractor Name Change: An amendment is required to change Contractor's name as listed in the Contract. Upon receipt of legal documentation of the name change, the County will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

T. Information Integrity and Security (Formerly Confidentiality)

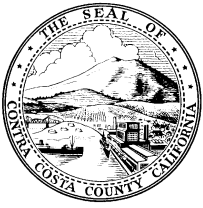
1. INFORMATION ASSETS

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal identifying information) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but are not limited to:

- a. Reports
- b. Notes
- c. Forms
- d. Computers, laptops, cellphones, printers, scanners
- e. Networks (LAN, WAN, WIFI) servers, switches, routers
- f. Storage media, hard drives, flash drives, cloud storage
- g. Data, applications, databases

2. ENCRYPTION OF COMPUTING DEVICES

Contractor is required to use 128-Bit encryption for data collected under this Contract that is confidential, sensitive, and/or personal, including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

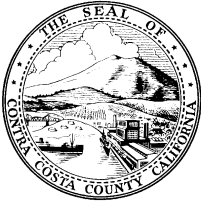
REQUEST FOR PROPOSAL (RFP) 1220

3. DISCLOSURE

- a. Contractor shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- b. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
- c. "Personal Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- d. Contractor shall not use confidential, sensitive and/or personal identifying information above for any purpose other than carrying out Contractor's obligations under this Contract.
- e. The Contractor shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than AAA without prior written authorization from AAA. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. Contractor may allow a participant to authorize the release of information to specific persons or entities, but shall not request or encourage any participant to give a blanket authorization or sign a blanket release, nor shall Contractor accept such blanket authorization from any participant.

4. SECURITY AWARENESS TRAINING

- a. Contractor's employees, volunteers and staff contractors handling confidential, sensitive and/or personal identifying information must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract, within thirty (30) days of the start date of any new employee volunteer's or staff contractor's employment, and annually thereafter.
- b. Contractor must maintain certificates of completion on file and provide them to CDA upon request.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

5. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Where applicable, Contractor agrees to comply with the privacy and security requirements of HIPAA, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, as amended, and any related regulations and laws. Contractor agrees to protect the security, privacy and confidentiality of client information in accordance with state and federal law.

6. INFORMATION INTEGRITY AND SECURITY STATEMENT

Contractor shall sign and return an Information Integrity and Security Statement CDA 1024 (REV 04/2018) form with this Contract (Attachment 3). This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

7. SECURITY INCIDENT REPORTING

A security incident occurs when information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Contractor must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/programsProviders/#Resources>, and must complete any and all necessary documentation (see Attachment 9).

8. NOTIFICATION OF SECURITY BREACH TO DATA SUBJECTS

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

9. SOFTWARE MAINTENANCE

The Contractor shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

10. ELECTRONIC BACKUPS

Contractor shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. Contractor shall ensure that all data, files and backup files are encrypted.

U. Copyrights and Rights in Data.

1. COPYRIGHTS

- a. If any material funded by this Contract is subject to copyright, the County reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in (b)-(d) of this Paragraph.
- b. Contractor may request permission to copyright material by writing to the Director of the CDA (and copied to the AAA Program Manager). The CDA Director shall consent to or give the reason for denial to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of the County, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author.
- d. Contractor certifies that it has appropriate systems and controls in place to ensure that State/Federal funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

2. RIGHTS IN DATA

- a. Contractor shall not publish or transfer any materials, as defined in paragraph (b) below, produced or resulting from activities supported by this Contract without the express written consent of the County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within thirty (30) days after the written request is received by the County. The County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information, which is not client-specific.
- b. As used in this Contract, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations,



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

V. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

1. **Needs Assessment:** Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR §§98310, 98314]. The group-needs assessment shall take into account the following four (4) factors:
 - a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
 - b. Frequency with which LEP individuals come in contact with the program.
 - c. Local or frequently used resources available to Contractor.

This group-needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code §11135 et seq.; 2 CCR §11140, 2 CCR §11200 et seq., and 22 CCR §98300 et seq.
2. Contractor shall prepare and make available a report to the County of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR §98310].
 - d. Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Contract. [22 CCR §98310, §98313].
3. **Provision of Services**
 - a. Contractor shall take reasonable steps, based upon the group-needs assessment identified in Needs Assessment, defined in Paragraph V(1) above to



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

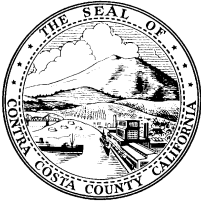
ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Contract. [22 CCR §11162].

- b. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - (1) Interpreters or bilingual providers and provider staff.
 - (2) Contracts with interpreter services.
 - (3) Use of telephone interpreter lines.
 - (4) Sharing of language assistance materials and services with other providers.
 - (5) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - (6) Referral to culturally and linguistically appropriate community service programs.
- c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits (22 CCR §11162).

Contractor shall self-certify to compliance with the requirements of Paragraph V(3) and shall maintain the self-certification record on file at Contractor’s office at all times during the term of this Contract (22 CCR §98310).
- d. Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor (22 CCR §98324).
- e. Noncompliance with Paragraph V(3) may result in suspension or termination of funds and/or termination of this Contract (22 CCR §98370).

4. Compliance Monitoring

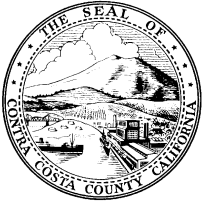
- a. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients (22 CCR §98310).



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- b. Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services (22 CCR §98310).
 - c. Contractor shall permit timely access to the County for all records of compliance with this section.
5. Notice to Eligible Beneficiaries of Contracted Services
- a. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed (22 CCR §98325).
 - b. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding County's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135, et seq. (22 CCR §98326).
 - c. Contractor shall notify the County immediately of a complaint alleging discrimination made against them based upon a violation of State or federal law (2 CCR §11162, 22 CCR §98310, §98340).

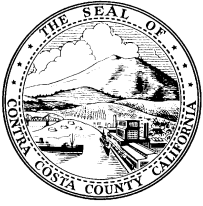


**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENTS: The following attachments are incorporated into the Contract by reference,

- Attachment 1: Cost Allocation Certification (SUBMIT Written plan with Certificate)
- Attachment 2: Demand Documentation Selection
- Attachment 3: Information, Integrity, and Security Statement (CDA 1024)
- Attachment 4: Lobbying Certification
- Attachment 5: Property Acquisition Form (CDA 9023)
- Attachment 6: Program Property Inventory Certification (CDA 9024)
- Attachment 7: Request to Dispose of Property CDA 248
- Attachment 8: Title III E Definitions
- Attachment 9: Security Incident Report CDA 1025 Parts A and B
- Attachment 10: Cost Report and Settlement
- Attachment 11: Disclosure of Lobbying Activities LLL
- Attachment 12: Contra Costa County Focal Points FY 2019-2020



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENT 1

Certification

Cost Allocation Plan Certification Coversheet

This is to certify that I have reviewed the Cost Allocation Plan attached and to the best of my knowledge:

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as shared costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently throughout the Cost Allocation Plan.

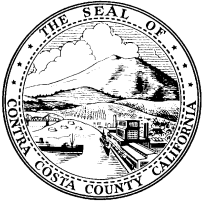
I declare that the foregoing is true and correct.

Authorized Signature

Official Title

Organization Name

Date



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENT 2

Required: Demand Documentation Selection

- As authorized signatory for Contract # _____ for the agency doing business as _____, I agree that I/my agency will:

CHECK ONE BOX ONLY:

- Provide the necessary backup documentation to substantiate demands upon the County Treasury **each month** to Area Agency on Aging, 400 Ellinwood Way, Pleasant Hill, CA 94523. Direct and Shared costs must show 100% agency allocation. This may include but is not limited to: Time Study information and/or receipts showing 100% allocation across programs served based on the Cost allocation plan on file.
 - I understand that without supporting documentation, the County will not pay the demand.

OR

- Elect an outside audit agency to perform limited scope review with a supplemental schedule and certification. The schedule, due to the County 45 days after contract termination, should agree with the amounts paid to your agency by the County and include Federal as well as State funds awarded. The certification will include a statement that the supporting documentation for each demand is available in its entirety and available on-site.
 - I understand that the County is still responsible for completing a yearly fiscal monitoring and will sample backup to determine compliance with support documentation requirements.

Authorized Signature: _____

Date: _____



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENT 3

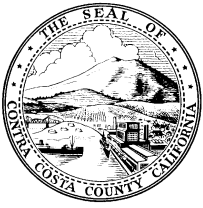
STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 04/2018)



CERTIFICATION

In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- Confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- All access codes which allow access to confidential information will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report (CDA 1025).
- Any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement.
- All employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor/Vendor to any computer-based confidential information within the scope of the Contract.



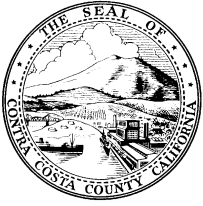
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 04/2018)



CERTIFICATION	
<ul style="list-style-type: none"> • I agree to protect the following types of confidential information which include but are not limited to: <ul style="list-style-type: none"> - Social Security number - Medical information - Claimant and employer information - Driver License information - Information about individuals that relate to their personal life or identifies or describes an individual - Other agencies' confidential and proprietary information - Criteria used for initiating audit selection - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.) - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract • I agree to protect confidential information by: <ul style="list-style-type: none"> - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason - Securing confidential information in approved locations - Never removing confidential information from the work site without authorization 	
I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.	
Contractor/Vendor Name:	
Contract Number:	
Printed Name of Person Signing:	
Title of Person Signing:	
Authorized Signature:	Date:



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENT 4

Lobbying Certification

The Contractor doing business as _____ hereby certifies to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. A copy of this Agreement is on file and available for inspection at the:

Area Agency on Aging
400 Ellinwood Way
Pleasant Hill, CA 94523

Signature _____ Title _____

Date _____



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

RFP 1220
TITLE IIIC Senior Nutrition Meal Production Program

ATTACHMENT 5



STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
PROPERTY ACQUISITION FORM
 CDA 9023 (NEW 06/2018)

: []	Fiscal Year: []	Contract No: [] - 0 - 0	Submission Date: []
-------	------------------	--------------------------	----------------------

Item Description	Item Model	Serial Number	Date Purchased	Cost	Primary Fund Source	Location	CDA Tag #
					[]		
					[]		
					[]		
					[]		
					[]		
					[]		
					[]		
					[]		
					[]		
					[]		

FOR STATE USE ONLY			
<u>Program Fiscal Section</u> <input type="checkbox"/> Budget Confirmed <input type="checkbox"/> Not Applicable < \$500.00		<u>Business Services Section</u> <input type="checkbox"/> Added to Inventory	
Program Fiscal Team Analyst:	Date:	Business Services Team Analyst:	Date:



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

RFP 1220

Title IIIC Senior Nutrition Meal Production Program

ATTACHMENT 6

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
 PROGRAM PROPERTY INVENTORY CERTIFICATION
 CDA 9024 (NEW 05/2019)



▼	Fiscal Year:	▼	Contract No:	▼	-	▼	-	Date:
---	--------------	---	--------------	---	---	---	---	-------

The Program Property Inventory Certification (CDA 9024) confirms the assets listed on the attached Program Property Inventory spreadsheet provided to the Area Agencies on Aging (AAA) by the California Department of Aging (CDA) is accurate.

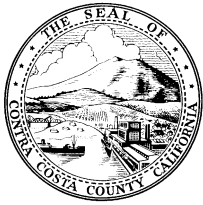
Check the appropriate box and sign at the bottom.

- Upon review of the Program Property Inventory, no discrepancies were found.
- Upon review of the Program Property Inventory, discrepancies were found. See the attached (check box) for documentation correcting the Program Property Inventory:
 - CDA 9023 Property Acquisition Form
 - Copy of completed STD 152 Property Survey Report
 - CDA 248 Request to Dispose of Property

I hereby certify the property listed on the Program Property Inventory spreadsheet are true and accurate to the best of my knowledge.

Signature of Area Agency Director **Date**

FOR STATE USE ONLY	
Business Services Team Analyst:	Date:



CONTRA COSTA COUNTY
Aging and Adult Services Bureau
Area Agency on Aging

RFP 1220
TITLE III C Senior Nutrition Meal Production Program

ATTACHMENT 7

STATE OF CALIFORNIA DEPARTMENT OF AGING REQUEST TO DISPOSE OF PROPERTY <small>CSA 118 (Effective 2/99)</small>											CDA USE ONLY STD152 DOCUMENT # DATE RECEIVED:			
CONTRACTOR NAME:			SUBCONTRACTOR NAME (PROVIDER):				CONTRACT NO.	PSA NO.	MSSP NO.	CERTIFICATION FOR COMPUTING MEDIA SANITIZATION ***Information stored on computing devices with digital memory and storage capacity MUST be sanitized prior to disposal. Completing this portion of the CSA248 certifies the removal or destruction of data on computing devices with digital memory and storage capacity.				
CONTRACTOR ADDRESS:			CONTACT NAME:		PHONE NO.	E-MAIL ADDRESS:								
(A) ITEM DESCRIPTION <small>[Include manufacturer name]</small>	(B) ITEM MODEL <small>[Include lot/serial]</small>	(C) SERIAL NUMBER	(D) PERTINENT YES/NO	(E) DATE PURCHASE [MM/YYYY]	(F) PURCHASE COST	(G) FUND SOURCE a b c	(H) CDA \$ or TAG	(I) PROPERTY [COUNTY]	(J) PRESENT CONDITION	(K) DISPOSITION CODE	(L) SANITIZATION YES/NO	(M) OPERATION PERFORMED CLEAR/RECYCLE/DESTROY/OTHER	(N) VERIFICATION CONDUCTED BY / VALIDATED BY	
INDICATOR TITLE OF PERSON AUTHORIZING DISPOSAL:			GLORIA REYES, CEO				DATE COMPLETED:		02/02/15		CERTIFIED BY (MANAGER/SUPERVISOR):			DATE SANITIZED
*If item is a computer, check Yes or No to indicate if processor is a Pentium IV or above.														
Disposition Codes: 1. Trade-in (show trade-in price offered) 2. Destroyed (i.e. fire, etc.) 3. Valuable, unable to be recycled (to be legally/ethically disposed of) 4. Lost/Stolen (provide date, explanation, and police report number) 5. To be cannibalized (salvaged for parts) 6. Shipped to scrap/salvage dealer (to be recycled) 7. Donation to an eligible public school, public school district, or eligible organization (see SAM Section 3520.5) 8. Ship to Property Reuse Program-Sacramento (no "Poor" or "Junk" material) 9. Donation to Computers for Schools Program 10. Universal Waste-salvage dealer or recycler (E-waste) Note: Do not dispose of any electronic equipment in a landfill											*Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to: magnetic tapes; flash drives; fax machines/copiers; personal computers/laptops; personal digital assistants (PDA); cell/mart phones; multifunction printers; workstations; and laptops. These media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure the confidentiality of information.			
PRESENT CONDITION COMMENTS:								OPERATION COMMENTS:						

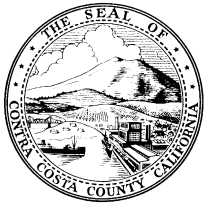


TITLE IIIC Senior Nutrition Meal Production Program

ATTACHMENT 8

TITLE III E DEFINITIONS (11 pages)

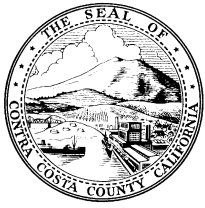
- A. **Program Requirements** means requirements found in the National Family Care Giver Support Act Title III, Part E, Sections 371 through 374 of the (42 U.S.C. § 30305 et. seq.) and the Older Americans Act (OAA) (42 U.S.C. § 3001 et. seq.)
- B. **Eligible Service Population** for the National Family Caregiver Support Act means:
1. A Family Caregiver
 2. A Grandparent or Older Individual Who is a Relative Caregiver
- C. **A Family Caregiver** is defined in Title III, Part E, Sections 372(2) of the OAA as an adult family member or another individual who is an informal provider of in-home and community care to an older individual. "Family Caregiver" is used interchangeably with "informal caregiver." "Informal" means that the care is not provided as part of a public or private formal service program.
1. A Family Caregiver provides care without pay. Family Caregiver Services Provider (FCSP) funds cannot be used to pay the Family Caregiver a stipend or salary for providing care. FCSP funds may be used to pay another family member or friend to provide respite care or supplemental services to the Family Caregiver.
- D. **A Grandparent or Older Individual Who is a Relative Caregiver** is defined as a grandparent, step-grandparent, or a relative of a child by blood, marriage, or adoption, who is 55 years of age or older, and who meets the following additional criteria as set forth in Title III, Part E, Section 372(3) of the OAA.
1. Lives with a child (but is not the parent of the child or individual of any age with a disability);
 2. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
 3. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.
- E. **An Older Individual Receiving Care (Care Receiver)** is defined as a person who is 60 years of age or older, or a person, of any age, with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction (Title I, Section 102(35)). Family Caregivers cannot receive FCSP-funded respite and supplemental services of this section unless the Care Receiver meets the more restrictive eligibility criteria specified in Title III, Part E, Section 373 (c) (1) (B) of the OAA and the definition of "frail" in OAA Section 102 (26).



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

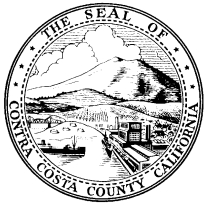
- F. **A Child who receives care from a Grandparent or Older Individual who is a Relative Caregiver** is defined in Title III, Part E, Section 372(1) of the OAA as an individual who is not more than 18 years of age.
- G. **Individual with Severe Disabilities** is defined in Title I, Section 102(9) of the OAA as a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial limitation in three (3) or more of the following areas of major life activity:
1. Self-care;
 2. Receptive and expressive language;
 3. Learning;
 4. Mobility;
 5. Self-direction;
 6. Capacity for Independent Living;
 7. Economic self-sufficiency;
 8. Cognitive functioning; or
 9. Emotional adjustment.
- H. **Title III E (Family Caregiver Support Program)** is defined in Title III, Part E, Section 373(b) as support services that include: (1) information to caregivers, potential caregivers, and those who may assist caregivers about available services; (2) assistance to caregivers in gaining access to the services; (3) individual counseling, organization of support groups, and caregivers training to caregivers to assist the caregivers in making decisions and solving problems related to their caregiving roles; (4) respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities; and (5) supplemental services, on a limited basis, to complement the care provided by caregivers. In accordance with Title III, Part E, Section 373(e) (1), the California Department of Aging has established for the five support service categories additional service standards that must be met. These standards are documented in the FCSP Service Matrix, which the California Department of Aging publishes periodically, as necessary.
1. The following apply to the Respite service:



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

- a. "Respite Care" is the provision of temporary, substitute supports or living arrangements for care receivers and may be provided: (1) in the home (and include the provision of personal, homemaker, and chore services to the care receiver), (2) by attendance of the care receiver at day care or other non-residential day center or program (including recreation outings for children), and (3) by attendance of the care receiver in a facility for an overnight stay on an occasional or emergency basis (such as a nursing home for older adults or summer camp for grandchildren).
- b. "Temporary" is defined as a brief period of relief or rest from caregiver's responsibilities during a limited time period, and may be provided on the following basis:
 - i. Intermittent time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break; or
 - ii. Occasional time off for the caregiver to attend a special event; or
 - iii. Emergency Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.
- c. Title III E funds cannot be used to support the following activities:
 - i. To pay the costs for a family caregiver to attend a camp, spa, resort, or restaurant;
 - ii. To temporarily relieve workers from formally paid services (e.g., in-home supportive services or services required to be provided in a licensed facility such as a residential care facility for the elderly);
 - iii. To supplement the service unit cost of "a participant day" (a participant day is defined as at least 6 hours of service) at an adult day care program.
- d. Title III E Supplemental Funds cannot be used to support the following activities:
 - i. Assisting a care receiver, unless there is an identified caregiver need that is met through assistance to the care receiver;
 - ii. Providing ongoing assistance to a care receiver living alone;
 - iii. Same level of service provided to all caregivers, rather than assistance based on caregiver level of need and priority; and



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- iv. One-time, end-of-the-year assistance without an identified individual caregiver need.

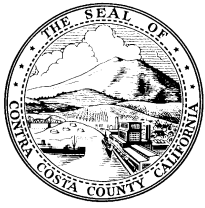
- I. **Information Services** is defined as the provision of public information on caregiving and/or community education on caregiving, including information about available services.
 1. **California Department of Aging (CDA) unit measure: 1 activity** (examples included in Service Definitions)
 2. OAA §373(b) (1) requires: Information to caregivers about available services.

- J. **Public Information on Caregiving** is defined as an *Information Service* designed to provide information about available FCSP and other caregiver support resources and services by disseminating publications, conducting media campaigns, and maintaining electronic information systems.
 1. *Examples: quarterly newsletter = four activities.*
 2. *Public announcement aired multiple times = one activity.*

- K. **Community Education on Caregiving** is defined as an *Information Service* designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services.
 1. *Examples: booth at spring and fall health fairs = two activities.*
 2. *Multiple "Making the Link" visits with medical staff = one activity.*

- L. **Access Assistance** is defined as the provision of caregiver outreach, caregiver information and assistance, and caregiver interpretation/translation services in order to link caregivers to the opportunities and services that are available.
 1. **CDA unit measure: 1 contact** (see Service Definitions below for examples)

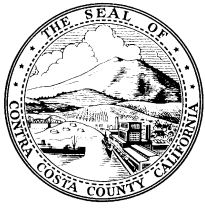
- M. **Caregiver Outreach** is defined as an *Access Assistance* service involving interventions (one-on-one contacts with individuals) initiated by an agency or provider for the purpose of identifying caregivers and encouraging their use of existing caregiver support services.
 1. *Examples: staff initiated well-being checks via phone call or direct contact, Caregiver Info Van staff initiated contacts in front of local market.*



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

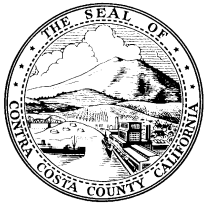
- N. **Caregiver Information and Assistance** is defined as an *Access Assistance* service that:
1. Provides caregivers with information on services available within the communities, including information related to assistive technology and information particularly for older individuals at risk of institutional placement.
 2. Links caregivers to the services and opportunities that are available within the communities; and to the maximum extent practicable, establishes adequate follow-up procedures (caregiver may remain anonymous and refuse follow-up contact).
 3. *Examples: staff links or provides caregiver to resource or program on for assistive technology for the care recipient.*
- O. **Caregiver Interpretation/Translation** is defined as an *Access Assistance* service for the provision of bilingual communication assistance to a caregiver in order to access assistance and receive support for his or her caregiving responsibilities.
1. *Examples: staff interpreting dialogue between caregiver and care consultant staff translating an elder's prescription drug label for his caregiver.*
- P. **Support Services** is defined as the provision of caregiver assessment, caregiver counseling, caregiver peer counseling, caregiver support groups, caregiver training, and (if necessary) caregiver case management.
1. **CDA unit measure: 1 hour** (time includes preparation, service provision, related travel). [Except where noted below]
 2. OAA §373(b)(3) requires: individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles.
- Q. **Caregiver Assessment** is defined as a *Support Service* conducted by persons trained and experienced in the skills required to deliver the service that *should* result in a plan that includes emergency back-up provisions and is periodically updated; and will explore options and courses of action for caregivers by identifying their:
1. Willingness to provide care;
 2. Duration and care frequency preferences;
 3. Caregiving abilities;
 4. Physical health, psychological, social support, and training needs;
 5. Financial resources relative for caregiving; and



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

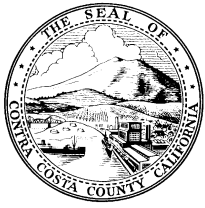
6. Strengths and weaknesses within the immediate caregiving environment and (caregiver's) extended informal support system.
- R. **Caregiver Counseling** is defined as a *Support Service* provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, *which may range from guidance with the responsibilities of the caregiving role to therapy for stress, depression and loss*; and:
1. May involve his or her informal support system; and
 2. May be individual direct sessions and/or telephone consultations.
- S. **Caregiver Peer Counseling** is defined as a *Support Service* provided by experienced volunteers on the condition that appropriate training and qualified supervision protocols are in place.
- T. **Caregiver Support Group** is defined as a *Supportive Service* provided to a group of 3-12 caregivers that is led by a competent facilitator; conducted at least monthly *within a supportive setting or via a controlled access, moderated online or teleconference approach*; for the purpose of sharing experiences and ideas to ease the stress of caregiving and enhancing decision making and problem solving related to their caregiving roles.
1. **CDA unit measure: 1 Session** (time includes preparation, service provision)
- U. **Caregiver Training** is defined as a *Supportive Service* consisting of workshops or *one-on-one individually tailored sessions*, conducted either in person or *electronically* by a skilled trainer, to assist caregivers in developing the skills and gaining the knowledge necessary to meet and enhance their caregiving roles; and shall address the areas of health, nutrition, and financial literacy.
1. *Examples of other areas include daily care management, disease progression, behavior interventions and coping skills, assistive technology and home adaptation options, supplemental resources and services, legal issues and family caregiver rights, and emergency and long-term care planning.*
- V. **Case Management** is defined as a *Support Service* provided by a person who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal caregiver-related services in circumstances where caregivers are experiencing diminished capacities due to mental impairment or temporary severe stress and/or depression.
1. *Examples: temporary basis while stressed, caregiving spouse re-stabilizes ongoing basis to assist mentally impaired son with household management, who otherwise is capable of meeting parent's needs.*



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

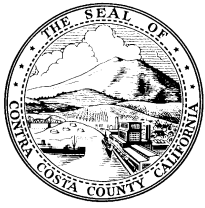
2. OAA §102(a)(21)(A)(i): Case management shall be provided by an individual who is trained or experienced in the case management skills that are required to deliver the services.
- W. **Respite Care** is defined as a brief period of relief or rest from caregiving responsibilities, and is provided to caregivers on an intermittent, occasional, or emergency basis in a manner that responds to the individual needs and preferences of the caregivers and their care receivers, *rather than a pre-established set amount offered on a “first come, first served” waiting list basis.*
1. **Respite Care** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.
 2. **CDA unit: 1 hour** (time includes service provision and related travel)
 - a. *Examples of “temporary” Respite Care:*
 - i. Intermittent – *Time off a few hours once a week for a limited time to give the caregiver a planned or unscheduled break.*
 - ii. Occasional – *Time off for the caregiver to attend a special event.*
 - iii. Emergency – *Extended break to address an intervening circumstance, such as caregiver emotional stress or hospitalization and recovery.*
 3. OAA §373(b) (4) requires: respite care to enable caregivers to be **temporarily** relieved from their caregiving responsibilities.
 4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Respite Care is provided only to those caring for a frail elder, as specified in OAA §102(a)(26).
- X. **Respite In-Home Supervision** is defined as *Temporary Respite Care* that includes the provision of care receiver day and/or overnight supervision and *friendly visiting* by an appropriately skilled provider *or volunteer* in order to prevent wandering and health or safety incidents.
- Y. **Respite Homemaker Assistance** is defined as *Temporary Respite Care* that includes the provision of care receiver assistance with meal preparation, medication management, using the phone, and/or light housework (along with care receiver supervision) by an appropriately skilled provider *or volunteer*.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

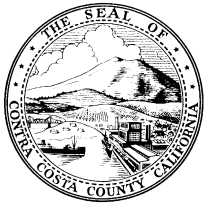
- Z. **Respite In-Home Personal Care** is defined as *Temporary Respite Care* that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and/or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.
- AA. **Respite Home Chore** is defined as *Temporary Respite Care* that includes an appropriately skilled provider *or volunteer* assisting a caregiver with heavy housework, yard work, and/or sidewalk and other routine home maintenance (but not structural repairs) associated with caregiving responsibilities.
- AB. **Respite Out-of-Home Day** is defined as *Temporary Respite Care* where the care receiver attends a supervised/protective, congregate setting during some portion of a day, and includes access to social and recreational activities.
- AC. **Respite Out-of-Home Overnight** is defined as *Temporary Respite Care* where the care receiver is temporarily placed in a supervised/protective, residential setting for one or more nights, and may include access to nursing and personal care.
- AD. **Supplemental Services** is defined as caregiver-centered assistance offered on a limited basis to support and strengthen the caregiving efforts.
1. ***Supplemental Services*** shall be provided only to a caregiver of a care receiver having two or more activities of daily living limitations or a cognitive impairment, or to a caregiver who is the grandparent or older adult relative caring for a child.
 2. **CDA unit measure:** Performance measures are included with each Service Definition below.
 3. OAA §373(b) (5) requires: Supplemental services, on limited basis, to complement the care provided by caregivers.
 4. OAA §373(c)(1)(B) requires, in the case of caregivers (but not grandparents), that Supplemental Services are provided only to those caring for a frail elder, as specified in OAA §102(a)(26).
- AE. **Assistive Devices for Caregiving** is defined as a *Supplemental Service* involving the purchase, rental and/or service fee of any equipment or product system (*ranging from a lift chair or bathtub transfer bench to an electronic pill dispenser or emergency alert fall prevention device*) that will facilitate and enhance the caregiving role.
1. **CDA Unit: 1 device for one client** equals one occurrence.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

3. OAA §102(10): The term “assistive device” includes assistive technology devices and services.
- AF. **Home Adaptations for Caregiving** is defined as a *Supplemental Service* that makes any minor or major physical change to the home to facilitate and enhance the caregiving role (ranging from installation of grab bars or replacement of door handles to construction of an entrance ramp or roll-in shower).
1. **CDA Unit: 1 modification to one home** equals one occurrence
- AG. **Caregiving Services Registry** is defined as a *Supplemental Service* that recruits, screens, and maintains a listing of dependable, qualified self-employed homemaker or respite care workers who may be matched with caregivers willing to utilize personal resources to pay for assistance with their *caregiving responsibilities*. Both the caregiver and self-employed worker will be:
1. Advised about appropriate compensation and workplace performance expectations; and
 2. Provided with follow-up to ensure the match is functioning effectively.
 3. **CDA Unit: 1 hour of service** equals one occurrence.
- AH. **Caregiver Financial Consultation** is defined as a *Supplemental Service* provided by a person who is trained and experienced in the skills that are required to provide financial advice and guidance to a caregiver on how to manage additional financial responsibilities and burdens associated with his or her *caregiving role*.
1. **CDA Unit: 1 hour** equals one occurrence.
- AI. **Caregiver Legal Assistance** is defined as a *Supplemental Service* involving legal advice, counseling, or administrative and judicial representation by an attorney (or *paralegal and law student acting under the direct supervision of an attorney*) that is provided to a caregiver with legal needs associated with his or her *caregiving responsibilities*.
1. **CDA Unit: 1 hour** equals one occurrence.
- AJ. **Caregiving Emergency Cash/Material Aid** is defined as a *Supplemental Service* that arranges for and provides assistance to caregivers in the form of commodities, surplus food, emergency cash, discount cards, and vouchers that will help meet identified needs associated with an individual *caregiver's responsibilities*.
1. **CDA Unit: 1 “assistance” for one caregiver** equals one occurrence.



EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

- AK. **Caregiving Congregate Meals** is defined as a *Supplemental Service* where a meal is served to an otherwise ineligible caregiver (*or child of a grandparent or older individual who is a relative caregiver*) in a congregate group setting by a nutrition service provider.
1. **CDA Unit: 1 meal** equals one occurrence.
- AL. **Caregiving Home-Delivered Meals** is defined as a *Supplemental Service* where a meal is delivered to an otherwise ineligible or low-priority caregiver and his/her care receiver (*or child of a grandparent or older individual who is a relative caregiver*) at his or her home by a nutrition service provider.
1. **CDA Unit: 1 meal** equals one occurrence.
- AM. **Caregiver Transportation** is defined as a *Supplemental Service* that uses regular public or private vehicles to locally transport a caregiver from one location to another in order to fulfill *caregiving responsibilities*.
1. **CDA Unit: 1 one-way trip** equals one occurrence.
- AN. **Care Receiver Placement** is defined as a supplemental service provided by a person who is trained and experienced in the skills required to assist a caregiver in securing an appropriate extended care living arrangement for his or her care receiver when this caregiver is no longer able or willing to meet the caregiver responsibilities.
1. **CDA Unit: 1 hour** equals one occurrence.

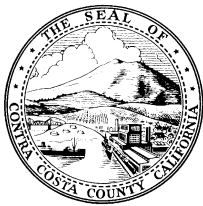


ATTACHMENT 9

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
 SECURITY INCIDENT REPORT PART A
 CDA 1025a (REV 02/2018)



AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
CONTACT INFORMATION	
3. Incident Manager:	4. Telephone Number:
5. Email Address:	
INCIDENT DISCOVERED BY	
6. Name:	7. Telephone Number:
8. Email Address:	
INCIDENT DETAILS	
9. Date/Time of Incident:	10. Date Incident Detected:
11. Incident Description:	
12. Address Where Incident Occurred:	
13. County Where Incident Occurred:	
14. Reported to Law Enforcement? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Provide the Law Enforcement Agency and the Report Number. Agency: _____ Report Number: _____	
15. Media Device Type, If Applicable:	16. Was the Device Encrypted? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown



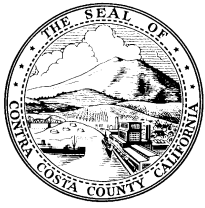
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART A
CDA 1025a (REV 02/2018)



17. Type of Personally Identifiable Information (Check all that apply):		
<input type="checkbox"/> No Personal Information	<input type="checkbox"/> Social Security Number	
<input type="checkbox"/> Health or Medical Information	<input type="checkbox"/> Financial Account Number	
<input type="checkbox"/> Driver's License/State ID Number	<input type="checkbox"/> Name	
<input type="checkbox"/> Other (Specify): _____		
18. Is a Privacy Disclosure Notice Required?		19. Number of Individuals Affected:
<input type="checkbox"/> Yes <input type="checkbox"/> No		_____
SIGNATURES		
20. Agency/Contractor Information Security Officer:	Signature:	Date:
_____	_____	_____
21. Agency/Contractor Privacy Officer:	Signature:	Date:
_____	_____	_____
22. Authorized Signature/Director:	Signature:	Date:
_____	_____	_____
CDA USE ONLY		
CDA Incident Number:	CAL-CSIRS Report Number:	
_____	_____	



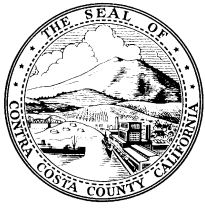
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART B
CDA 1025b (REV 02/2018)



AGENCY/CONTRACTOR	
1. Business Name:	
2. Business Address:	
CONTACT INFORMATION	
3. Incident Manager:	4. Telephone Number:
5. Email Address:	
INCIDENT INFORMATION	
6. CDA Incident Number:	CAL-CIRS Number:
7. Is there an Update to Form 1025A? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments:	
8. Has there been a Change of Scope? <input type="checkbox"/> Yes <input type="checkbox"/> No Explanation:	
9. Is a Privacy Disclosure Notice Required? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, has a Sample Notification been Submitted for Approval? <input type="checkbox"/> Yes <input type="checkbox"/> No	
INCIDENT ROOT CAUSE	
10. What was the Root Cause of the Incident?	



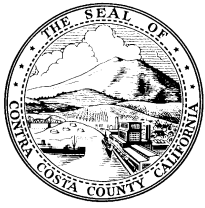
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program

REQUEST FOR PROPOSAL (RFP) 1220

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
SECURITY INCIDENT REPORT PART B
CDA 1025b (REV 02/2018)



CORRECTIVE ACTION PLAN		
11. Corrective Action Plans Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		
12. Date Corrective Actions will be Fully Implemented: <input type="text"/>		
13. Describe the Costs Associated with Resolving this Incident:		
Incident Response:	\$	<input type="text"/>
Communications:	\$	<input type="text"/>
Notices:	\$	<input type="text"/>
Individual Questions:	\$	<input type="text"/>
Investigation:	\$	<input type="text"/>
Lost or Stolen Items:	\$	<input type="text"/>
Total:	\$	<input type="text" value="0.00"/>
14. Agency/Contractor Information Security Officer:	Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>
15. Agency/Contractor Privacy Officer:	Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>
16. Authorized Signature/Director:	Signature:	Date:
<input type="text"/>	<input type="text"/>	<input type="text"/>



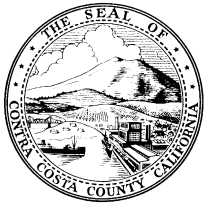
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant



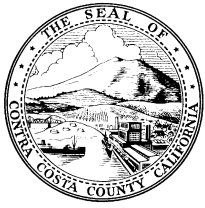
**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

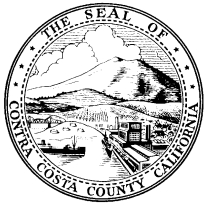
REQUEST FOR PROPOSAL (RFP) 1220

ATTACHMENT 12

Contra Costa County Focal Points with Addresses- FY 2019-2020

Designated Community Focal Point		Address
1	Antioch Senior Center	415 West Second Street, Antioch
2	Brentwood Senior Activity Center	193 Griffith Lane, Brentwood
3	Concord Senior Center	2727 Parkside Circle, Concord
4	Danville Senior Center	115 E. Prospect, Danville
5	Open House Senior Center	6500 Stockton Avenue, El Cerrito
6	Hercules Senior Center	111 Civic Drive, Hercules
7	Lafayette Senior Services	500 St. Mary's Road, Lafayette
8	Martinez Senior Community Center	818 Green Street, Martinez
9	Oakley Senior Center	204 Second Street, Oakley
10	Pinole Senior Center	2500 Charles Street, Pinole
11	Pittsburg Senior Center	300 Presidio Lane, Pittsburg
12	Pleasant Hill Senior Center	233 Gregory Lane, Pleasant Hill
13	Richmond Senior Citizens Center	2525 Macdonald Avenue, Richmond
14	Richmond Annex Senior Center	5801 Huntington Avenue, Richmond
15	San Pablo Senior Center	1943 Church Lane, San Pablo
16	Alcosta Senior Center	9300 Alcosta Boulevard, San Ramon
17	Walnut Creek Seniors' Club	1375 Civic Drive, Walnut Creek
Sites That Provide Some Form of Service(s) to Seniors But Are Not Focal Points		
1	Crockett CC Café – Community Services District	850 Pomona Street, Crockett
2	Senior Citizens Nutrition Program	189 Parker Avenue, Rodeo
3	Multicultural Senior and Family Center Neighborhood House of North Richmond	515 Silver Street, Richmond,(510) 232-3511
4	Monument Crisis Center	1990 Market St., Concord
Site Providing Title III E Eligible Family Caregiver Services But Are Not Focal Points		
1	Meals on Wheels Diablo Region	1300 Civic St, Walnut Creek, 94596
2	Jewish Family Community Services of the East Bay a nonprofit organization	1855 Olympic Blvd., Walnut Creek 94596
3	Alzheimer's Association Northern California a nonprofit organization	5 Mt. Diablo Blvd., #250 Lafayette 94549

NOTE: A focal point and a senior center are not the same. The designation of "focal point" and "senior center" depends on the array of services offered. Please see the definitions listed below.



**EMPLOYMENT & HUMAN SERVICES DEPARTMENT
Aging and Adult Services Bureau
Area Agency on Aging
Title IIC Senior Nutrition Meal Production Program**

REQUEST FOR PROPOSAL (RFP) 1220

*Focal Point – Facilities designated as focal points provide a comprehensive delivery of social services, such as information and assistance, recreation, nutrition, social, mental health, etc. They may house a variety services in the same location (collocation) used by other providers of services to seniors. The federal Older Americans Act defines a focal point as a facility established to encourage maximum collocation and coordination of services for older persons.

Senior Center – The federal Older Americans Act defines a senior center as a community facility for the organization and delivery of a broad spectrum of services, including health, mental health, social, nutrition, educational services, and recreational activities for older individuals