



**Contract Number**

22-669 A-3

**SAP Number**

4400019281

**Department of Aging and Adult Services - Public Guardian**

<b>Department Contract Representative Telephone Number</b>	<u>Jammie Maalouf, Contracts Analyst</u> <u>(909) 386 - 8395</u>
<b>Contractor</b>	<u>Lucerne Valley Senior Citizens Center</u>
<b>Contractor Representative Telephone Number</b>	<u>Mandy Gilmore</u> <u>(760) 900-2870</u>
<b>Contract Term</b>	<u>July 1, 2022 through June 30, 2027</u>
<b>Original Contract Amount</b>	<u>NTE \$351,000</u>
<b>Amendment Amount</b>	<u>NTE \$ 80,000</u>
<b>Total Contract Amount</b>	<u>NTE \$431,000</u>
<b>Cost Center</b>	<u>5292001036</u>
<b>Grant Number (if applicable)</b>	<u>N/A</u>

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 3**

It is hereby agreed to amend Contract No. 22-669, as follows:

**1. SECTION I. DEFINITIONS**

**Amend Section I. to add Definitions CCC and DDD.**

CCC. Budgeted Award - The amount of funding authorized by the County for Contractor use at contract execution. Contractor may not incur costs beyond this amount without an approved budget adjustment.

DDD. Not to Exceed (NTE) Amount - The maximum total compensation authorized under this Agreement. This amount cannot be exceeded without a formal written amendment.

**2. SECTION III. CONTRACTOR GENERAL RESPONSIBILITIES**

**Amend Section III to remove and replace Paragraph SS as follows:**

SS. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)** – Contractor has disclosed to the County using Attachment N – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) twelve (12) months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors for twelve (12) months after the County’s consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors within the preceding twelve (12) months of the date of the proposed amendment.

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

**Amend Section III. to add Paragraphs TT through YY.**

TT. **Covenant Against Contingent Fees** - The Contractor warrants that no person or selling agency has been employed or retained to solicit the work outlined within this contract. There has been no agreement to make commission payments in order to obtain the work outlined within this contract. For breach or violation of this warranty, the County shall have the right to terminate or at its discretion to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

UU. **Fraud and Programmatic Abuse Reporting** - The Contractor shall immediately report to the County and the California Department of Aging (CDA) any incidents of alleged fraud or programmatic abuse. The Contractor shall maintain all records, documents, or other evidence of fraud or abuse until notified by the County or CDA.

VV. **Compliance with State Contract Act and Unruh Civil Rights Act** - In performing services under this contract, the Contractor shall comply with all applicable provisions of the State Contract Act (Public Contract Code §10295 et seq.) and the Unruh Civil Rights Act (Civil Code §51), as required when program allocations exceed \$100,000 or when otherwise applicable.

WW. **Remedies for Noncompliance** - In the event of Contractor noncompliance with the terms, conditions, or specifications of this contract, the County may impose appropriate remedies, including but not limited to: withholding of payments, contract suspension, contract termination, reduction of budget, and modification of contract terms as allowed under 45 CFR 92.36.

XX. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))** - Contractor certifies on Attachment O that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

YY. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are

determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

### **3. SECTION V. FISCAL PROVISIONS**

**Amend Section V, Paragraph A, to read as follows:**

- A. Total compensation under this Contract shall not exceed the Not to Exceed (NTE) amount of \$431,000, which represents the maximum possible payment under this Contract which can only be exceeded with a formal written Amendment. The budgeted award amount identified by the County at execution is the actual amount authorized for Contractor use. Any increase above the budgeted award may be made only if additional federal or state funds become available and only through a formal written Budget Adjustment. Contractor shall not provide services or incur costs beyond the County authorized budget.

All funding under this Contract is contingent on the availability of federal and state funds. Both the initial allocation and any amendments are tentative and may change based on actual funding received. If funding is reduced, delayed, or cancelled, the County may reduce, suspend, or terminate the Contract, and the Contractor will be paid only for services provided up to the effective date of the change.

The consideration to be paid to Contractor, as provided herein, shall be in full payment of the annual allotted budget for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

### **4. SECTION VIII. TERM**

**Amend Section VIII to read as follows:**

This Contract is effective as of July 1, 2022 and is extended from the original expiration date of June 30, 2026, to expire on June 30, 2027, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

#### **ATTACHMENTS:**

Remove and replace **Attachment B. ASSURANCE OF COMPLIANCE** (Revised April 2026)

Remove and replace **Attachment C. SCOPE OF WORK**

Remove and replace **Attachment N. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**

Add **Attachment O. ANTI-LOBBYING CERTIFICATION**

**All other terms and conditions of Contract No. 22-669 remain in full force and effect.**

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

LUCERNE VALLEY SENIOR CITIZENS CENTER

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Mandy Gilmore  
*(Print or type name of person signing contract)*

Title Treasurer  
*(Print or Type)*

Dated: \_\_\_\_\_

Address P.O. Box 1825

\_\_\_\_\_  
Lucerne Valley, CA 92356

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
\_\_\_\_\_  
Jacqueline Carey-Wilson, Deputy County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
\_\_\_\_\_  
Lisa Rivas-Ordaz, Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►  
\_\_\_\_\_  
Sharon Nevins, Director

Date \_\_\_\_\_

**ASSURANCE OF COMPLIANCE STATEMENT**

**ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF THE CONTRACTING AGENCY

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.8, as amended; California Government Code section 12940; California Government Code section 4450; Title 2, California Code of Regulations sections 11140-11200; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, gender identity, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief, or other applicable protected basis be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and **HEREBY GIVES ASSURANCE THAT**, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and **THE AGENCY HEREBY GIVES ASSURANCE THAT** administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the Agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ORGANIZATION

**San Bernardino County**  
**Older Californians Nutrition Program**  
**Scope of Work**

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

Contractor: Lucerne Valley

Region: High Desert

Service Area: Lucerne Valley

**I. Program Description**

- A. The purpose of the OCNP is to promote the general health and well-being of older individuals by reducing hunger, food insecurity, and malnutrition. It is also designed to encourage socialization to improve overall health outcomes. OCNP providers procure, prepare, transport, and serve meals to eligible individuals. Providers also conduct nutrition screenings and provide nutrition education at congregate sites and/or individuals' place of residence.
- B. The goal of the OCNP is to maintain or improve the physical, psychological, and social well-being of older individuals by providing or securing appropriate nutrition services and offering opportunities for socialization.
- C. Objectives of the OCNP are to:
  - 1. Give preference to older individuals in greatest economic or social need with particular attention to low-income minority individuals.
  - 2. Serve meals that provide one-third (1/3) of the Dietary Reference Intakes (DRIs) and are safe and of good quality.
  - 3. Promote and maintain high food safety and sanitation standards.
  - 4. Promote good health behaviors through nutrition education and nutrition screening of participants.
  - 5. Promote or maintain coordination with other nutrition-related supportive services for older individuals.

- D. The OCNP's target population are individuals who are sixty (60) years of age or older, with an emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. The OCNP shall:
1. Provide at least one (1) meal per day.
  2. Serve meals at least five (5) days per week throughout the service area.
    - a. Contractor operating at a lesser frequency in a service area where such a frequency is not feasible must obtain approval by the Director of DAAS. Requests must be submitted in writing.

## II. Eligibility for Nutrition Services

- A. Eligible service population are those who are age sixty (60) or older with an emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals.
1. Congregate Meals and To-Go Meals (C-1) – Individuals eligible to receive a meal at a congregate nutrition site are:
    - a. Any older individual sixty (60) or older.
    - b. The spouse of any older individual.
    - c. A person with a disability, under age sixty (60), who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
    - d. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
  2. Volunteer Meals:
    - a. A volunteer under age sixty (60) may be offered a meal if doing so will not deprive an older individual of a meal.
    - b. A written policy for providing and accounting for volunteer meals shall be developed by the Contractor and implemented upon approval by DAAS.
  3. Home-Delivered Meals and To-Go Meals (C-2) – Individuals eligible to receive a home-delivered meal are:
    - a. Individuals who are age sixty (60) and frail, as defined below, are homebound by reason of illness, disability, or otherwise isolated.
      - 1) "Frail" is defined as an older individual is determined to be functionally impaired because the individual either:
        - a) Is unable to perform at least two (2) activities of daily living, including bathing, toileting, dressing, feeding, breathing, transferring and mobility, and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision.
        - b) Due to cognitive or other mental impairment, requires substantial supervision because the older individual behaves

in a manner that poses a serious health or safety hazard to the individual or to others.

- 2) "Otherwise Isolated" may be interpreted as isolation related to an individual not being comfortable with dining in a group setting.
- b. A spouse of a person in sub-section (C)(1) above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
- c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- d. Priority shall be given to older individuals in sub-section (C)(1) above.

### III. Requirements for Nutrition Services

#### A. Congregate Meals and To-Go Meals (C-1)

1. Each Congregate Meal Contractor shall:
  - a. Hire a registered dietitian, either through contract or on staff, to provide nutrient breakdowns and build menus that meet the OCNP requirements.
  - b. Have a set of written policies and procedures as it pertains to the following:
    - (a) Meal service delivery
    - (b) Menu compliance
      - (i) Menu substitution process and approval
    - (c) Participant eligibility and access
    - (d) Waitlist prioritization
    - (e) Meal count documentation and verification
    - (f) Records and reporting requirements
    - (g) Confidentiality protections
    - (h) Staff/volunteer annual training
    - (i) Voluntary Contribution Process
    - (j) Grievance process
    - (k) Quarterly monitoring of kitchens
    - (l) Maintenance of participant records
  - c. Not preclude the service of a meal to a participant who has failed to make a reservation when food is available.
  - d. Ensure each Congregate Meal and To-Go Meal (C-1) participant completes the Client Intake Sheet (provided by DAAS) on the first day of service and annually thereafter.
  - e. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.
2. Each Congregate Meal site shall meet all of the following:
  - a. Be open to the public.

- b. Sites including entrances shall be maintained to allow unrestricted and safe access to the meal site.
  - c. Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that OCNP activities are taking place.
  - d. Have restrooms, lighting, and ventilation, which meet the requirements of the California Retail Food Code (CRFC).
  - e. Have equipment, including tables and chairs, which are sturdy and appropriate for older individuals. Tables shall be arranged to assure ease of access and encourage socialization.
- B. Home-Delivered Meals and To-Go Meals (C-2)
- 1. Each Home-Delivered Meals Contractor shall:
    - a. Hire a registered dietitian, either through contract or on staff, to provide nutrient breakdowns and build menus that meet the OCNP requirements.
    - b. Have a set of written policies and procedures as it pertains to the following:
      - (a) Meal service delivery
      - (b) Menu compliance
        - (i) Menu substitution process and approval
      - (c) Participant eligibility and access
      - (d) Waitlist prioritization
      - (e) Meal count documentation and verification
      - (f) Records and reporting requirements
      - (g) Confidentiality protections
      - (h) Staff/volunteer annual training
      - (i) Voluntary Contribution Process
      - (j) Grievance process
      - (k) Quarterly monitoring of kitchens
      - (l) Maintenance of participant records
    - a. Develop and implement criteria to assess the level of need for home-delivered nutrition services of each eligible participant.
    - b. An initial determination of eligibility may be accomplished by telephone. This initial contact with the participant shall include completion of sections 1, 2, and 3 of the Client Intake Sheet (provided by DAAS).
    - c. A written assessment shall be done in the home within two (2) weeks of beginning meal service and shall include an assessment of the type of meal appropriate for the participant in their living environment.
    - d. An older individual eligible for receiving home-delivered meals shall be assessed for need of nutrition-related supportive services and referred as necessary.
    - e. Re-assessment of need shall be determined quarterly. Such re-assessment shall be done in the home of the participant at least annually.

Each re-assessment shall include completion of sections 1, 2, and 3 of the Client Intake Sheet (provided by DAAS).

2. Provide written instructions, in the language of the majority of the participants, for handling and re-heating of the meals.
3. Provide home-delivered meals in pre-packaged divided trays (hot or frozen meals).
4. Maintain appropriate documentation on each client. Documentation shall be kept on file to be monitored by DAAS.

C. Nutrition Services Annual Outcomes

1. Number of Days of Service: Meals are served at least five (5) days per week unless approved by the Director of DAAS.
2. Total Number of Meals to be served: A minimum of one (1) meal per day will be served to each eligible individual.
3. Number of Unduplicated Clients: A client is counted only once, no matter how many meals or services the client receives during a funding year. A participant who receives services throughout the year should be counted no more than one time for the purpose of reporting unduplicated client numbers.

A minimum of 95% of the total number of unduplicated clients and meals must be served. The Director of DAAS must approve requests to serve less than 95% of the total number of unduplicated clients and meals. All such requests must be in writing.

<b>Program: C-1 (Congregate Meals)</b>			
Number of Days of Service:		253	
Number of Meals:		6,300	
Number of Unduplicated Clients:		150	
Congregate Meal Site Location(s):		1	
Region	Site Name, City	Meals	Unduplicated Clients
High Desert	Lucerne Valley Senior Citizens, <b>Lucerne Valley</b>	6,300	150

<b>Program C-2 (Home-Delivered Meals)</b>			
Number of Days of Service:		N/A	
Number of Meals:		N/A	
Number of Unduplicated Clients:		N/A	
Home-Delivered cities to be served:		N/A	
Region	City	Meals	Unduplicated Clients
N/A	N/A	N/A	N/A

D. Nutrition Education Services for Participants

1. Nutrition Education shall be provided a minimum of four (4) times per year to participants in congregate and home-delivered meal programs.

- A. Nutrition Education for congregate sites may be delivered in person or via video, audio, online or distribution of hardcopy materials. Examples include, demonstrations, presentations, social media message (includes text messages), newsletters, lectures or small group discussions, all of which may be augmented with printed materials.
  - B. Nutrition Education for home-delivered meal participants may consist solely of printed material.
2. Nutrition Education shall be based on the particular need of congregate and home-delivered meal participants.  
An annual Needs Assessment shall be performed by the OCNP Contractor to make this determination. Contractor will develop a Nutrition Education Plan based on the Needs Assessment.
  3. The Nutrition Education Plan and annual Needs Assessment tabulated results must be submitted to DAAS by August 1<sup>st</sup> of the fiscal year in which it is being provided. The Contractor must keep the completed assessment and the tabulated results on file.
  4. Nutrition Education sessions must be reported monthly to DAAS using the Nutrition Education Monthly Service Unit Report.

E. Nutrition Education Annual Outcomes:

The unit of measure for Nutrition Education is one (1) session.

Program: C-1 (Congregate Meals)		Program: C-2 (Home-Delivered Meals)	
Number of Sessions to be provided annually:	4	Number of Sessions to be provided annually:	N/A
Number of Unduplicated Clients to be served annually:	50	Number of Unduplicated Clients to be served annually:	N/A

F. Client Satisfaction Survey

1. The OCNP Contractor shall conduct a Client Satisfaction Survey at least annually. The survey instrument will be provided by DAAS and all findings from the survey must be used to improve services. The Contractor must keep the completed surveys and the tabulated results on file. A copy of the tabulated results must be submitted to DAAS by March 3<sup>rd</sup> of the fiscal year for which it is conducted.

**II. Staffing**

A. Manager or Director

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

performance shall be evaluated through quarterly monitoring by a registered dietitian, or,

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

- A. At a minimum, quarterly monitor for safe food handling and sanitation practices of food facilities.
- B. Review and approve the content of staff training prior to presentation.
  - 1. Topics should include the following:
    - (a) Food safety, prevention of food borne illness, signs of food allergen reactions and HACCP principles.
    - (b) Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
    - (c) Elder Abuse Law and reporting procedures.
    - (d) CDA Security Awareness Training (annually).
    - (e) San Bernardino County Security Awareness Training (annually)
- C. Develop, or review and approve the cycle menus.
- D. Approve any food substitutions to meals originally approved.
- E. Provide input, review, and approve the Nutrition Education Plan prior to presentation.
- F. Provide technical support and assistance as needed.

### III. Staff Training Activities:

- A. A yearly written Staff Training Plan shall be developed, implemented, and maintained on file by the OCNP Contractor, as required in Title 22, Division 1.8, Chapter 4, Article 5.
- B. The Contractor's Registered Dietitian shall review and approve the content of the Plan prior to presentation.
- C. The Staff Training Plan must identify who is to be trained, who will conduct the training, content of the training, and when it is scheduled.
- D. A copy of the Staff Training Plan that has been approved by the Contractor's Registered Dietitian must be submitted to DAAS by August 1<sup>st</sup> of the fiscal year in which it is provided. The DAAS Registered Dietitian will review and approve the Staff Training Plan and return it to the Contractor. The DAAS approved Staff Training Plan must be kept on file.
- E. A minimum of four (4) hours of staff training shall be provided annually for paid and volunteer food service staff, including congregate and home-delivered meal staff.
- F. Training sessions shall be evaluated by those receiving the training. The Contractor must keep the evaluations on file for DAAS review.
- G. The OCNP Contractor shall maintain documentation of each training session on file. Documentation includes, but is not limited to, sign-in sheets, agendas, handouts, and completed evaluations.
- H. All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Training (per the staff training plan), at a minimum, shall include:
  - 1. Food safety, prevention of food borne illness, signs of food allergen reactions and HACCP principles.

2. Accident prevention, instruction on fire safety, first aid, choking, earthquake preparedness, and other emergency procedures.
3. Elder Abuse Law and reporting procedures.
4. CDA Security Awareness Training (annually).
5. San Bernardino County Security Awareness Training (annually)

#### **IV. Complaint Procedures**

- A. Each Contractor shall have a written Complaint Procedure posted in visible and accessible areas, such as the 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.
- B. The Complaint Procedure will be available for the participants and will provide them the opportunity to provide positive as well as negative feedback to the Program Manager.
- C. The Contractor shall have an assessment tool readily accessible for the seniors attending the congregate site or receiving a home-delivered meal.

#### **V. Menu Planning Guidelines/Menu Requirements**

- A. Contractor is responsible for ensuring that all meals comply with the most recent Dietary Guidelines for Americans as mandated by the Older Americans Act Section 339(2)(A)(i).
- B. A minimum of a four (4) week cycle shall be planned and submitted to the DAAS Registered Dietician.
- C. Menu cycles shall include the availability of seasonal foods.
- D. Health, cultural, ethnic, and regional dietary practices shall be considered in menu planning, food selection, and meal preparation.

The menu cycle shall be approved and signed by the Contractor's Registered Dietitian and upon approval forwarded to the DAAS Registered Dietitian for certification. Menus shall be submitted to the DAAS Registered Dietitian forty-five (45) days prior to the beginning of the quarter containing the menu start date. Menu start dates are July, October, January and April. Allow thirty (30) days for the menu certification process. Menus submitted in a timely manner will be returned to the Contractor at least fifteen (15) days prior to the menu start date. OCNP Contractors are required to have menus certified prior to the menu start date.

- E. A copy of the certified menu must be posted in a spot conspicuous to clients at each congregate site.
- F. Copies of the menus shall be made available to the participants upon request.
  1. When planning the menus, the current California Food Guide and the Dietary Guidelines for Americans (DGA) must be considered. The criteria below are based on the sources mentioned, such as the most current DRIs and the USDA Food Guide, as well as the most recent CDA Program Memo and other guidance published by the CDA. Menus shall conform to these criteria and any updates issued by CDA. Provide a minimum of 550 calories per meal.
  2. Limit total fat to no more than 25-30% of the calories averaged for the week.
  3. Choose and prepare foods with low amounts of salt, soy sauce, and other high sodium items.

4. Include good sources of dietary fiber such as cooked dry beans at least four times a week and whole grains at least twice a week or 40% of meals per menu cycle if open fewer than five (5) days per week.
5. Include a variety of foods and preparation methods with consideration to color, combinations, texture, size, shape, taste, and preference of the participants served.
6. Dietary Reference Intake Values - Example:

Table 1 below represents the most current DRI values and daily compliance range for target nutrients. The values provided are based on the USDA Food Guide calculated for one (1) meal for a woman over seventy (70) years of age whose activity level is sedentary. This example represents a majority of the older adult population served by the OCNP statewide.

- a) The nutrients selected for this table are based on the target nutrients to:
  - 1) Promote health and prevent disease.
  - 2) Prevent deficiencies.
  - 3) Indicate diet quality.
  - 4) Manage disease.

Table 1

Target Nutrients

Nutrient	Target Value *	Daily Compliance Range
Calories (Kcal)	>550 Kcal	>550 – 700 Kcal
Protein	15 gm	14 gm (in the entrée)
Fat (% of total calories)	20-35%	<35% weekly average
Trans Fat	<0.5g	CRFC CH 12.6 section 114377. **
Vitamin A (ug)	233 RAE	> 233 RAE 3 out of 5 days /wk or 4 out of 7 days/wk
Vitamin C (mg)	25 mg	25 mg
Vitamin B6 (mg)	0.5 mg	>0.5 mg
Vitamin B12 (ug) **	0.8 ug	0.8 ug **
Calcium (mg)	400 mg	>400 mg
Magnesium (mg)	105 mg	>105 mg
Sodium (mg)	500-750 mg	<1,000 mg
Fiber (gm)	>7 gm	>7 gm (may average over a week based on AL value)
Potassium (gm) **	1565 mg	1565 mg (may average over a week based on AL value)

Vitamin D	200 IU	200 IU/3ug (may average over a week)
-----------	--------	--------------------------------------

\*Note: It is necessary to use fortified foods to meet vitamin B12 needs.

\*\*California Retail Food Code: Commencing January 1, 2011, no food containing artificial trans-fat, including oil and shortening that contains artificial trans-fat for use in the deep frying of yeast dough or cake batter may be stored, distributed, served by or used in the preparation of any food within a food facility.

Recommended sodium content was liberalized based on the information from the 2009 National Survey of OAA participants. Data indicated that the OCNP meal provides 40-50 percent of the participant's daily intake for the more than half of the participants. Identify meals containing over 1,000 mg of sodium on the menu with an icon or asterisk referencing high sodium content.

#### G. Retinol Activity Equivalent (RAE)

##### Component Meal Pattern Requirements:

1. The California 1600-calorie component meal pattern has been developed to reflect the new DGA requirements for those programs that are not using computerized nutrient analysis.
2. The OCNP Contractor has the discretion to allow occasional flexibility in planning meals that may not meet the meal pattern, but does meet the nutrient value requirements. Fortified food products and combination dishes used in a menu may not match the meal pattern, but may provide for the required nutrient values. For example, a fortified snack bar as a dessert could be used to boost the nutrient value of a boxed lunch or special occasion meal.
3. Items that provide the following target nutrients should be identified on the menu when using a component meal pattern template:
  - a. Vitamin C – Provide one-third (1/3) of the DRI for vitamin C each meal – 25 mg (for a 1600-calorie menu).
  - b. Vitamin A – Provide one-third (1/3) of the DRI for vitamin A at least three (3) times per week, 250 µg (for a 1600-calorie menu).
  - c. Sodium – Meals that contain over 1,000 mg of sodium must be noted on the menu as a high sodium meal.
  - d. Fiber – Provide seven grams of fiber per meal. Programs may choose to average fiber content over a week.
4. Table 2 below provides an example of the elements in the California 1600-calorie meal pattern. Serving sizes are based on the USDA My Plate initiative (<https://www.myplate.gov>), which replaced the Food Guide Pyramid. This sample component meal pattern does not assure that meals meet one-third (1/3) of the DRIs and the DGA. Meals will require specific types of fruits and vegetables, whole grains, and high fiber foods in order to assure the target nutrients are provided. The component meal pattern may be deficient in vitamins E, B12, requiring additional nutrition education for participants on the selection of foods that are good sources of these nutrients.

The meal pattern in Table two (2) below is based on the minimum requirements for a sedentary female 70 years of age. If the majority of the population served by a Contractor falls within another requirement range (i.e., active 60-year-old men), the serving sizes and minimum number of servings required can be adjusted to

meet the service population. OCNP Contractors should verify the population served and develop menu criteria accordingly.

Table 2

California 1600 Calorie per Day Component Meal Pattern  
Minimum Recommended Elements

<b>Food Group</b>	<b>Required servings for 550 calories per meal</b>	<b>Serving sizes for 1600 calorie level</b>
Lean meat or beans	1 serving 2 ounces per meal	2 ounces = 1 serving
Vegetable	1 – 2 servings	½ cup = 1 serving
Fruit	1 serving	½ cup = 1 serving
Bread or Grain At least ½ whole grain	1 – 2 servings	1 slice Bread = 1 serving ½ cup of rice or pasta = 1 serving
Low-fat milk or milk alternate	1 serving	1 cup or equivalent measure
Fat	Optional	
Dessert	Optional - limit sweets use fruit	Select foods high in fiber and low in fat and sugar

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

(2) Caloric value (1,600 Kcal/day) based on a 70-year-old female, “sedentary” physical activity level using Table 3 - Estimated Caloric Requirements in Each Gender and Age Group at Three Levels of Physical Activity, from the DGA 2010.

\*\*Oils and soft margarines include vegetable, nut and fish oils, and soft vegetable oil spreads that have no trans-fats.

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

1. Protein – meat, fish, poultry, or pork:

- a. A minimum of 2.0 ounces of cooked, edible portions of meat, fish, poultry, (or a combination thereof) providing at least 14 grams of protein. Programs should consider the preferences of the participants they serve.
- b. Legumes should not be counted as both vegetable and protein. OCNP Contractors may use other protein sources to provide the occasional vegetarian meal.

2. Vegetables (1-2 ½ cup servings):

- a. Vegetables as a primary ingredient in soups, stews, casseroles, or other combination dishes should total ½ cup per serving.



- c. When a dessert contains the equivalent of 1 serving (1 ounce) starches/grains per serving, it may be counted as a serving of starches/grains (example: rice pudding or oatmeal cookie).
  - d. When a dessert contains the equivalent of ½ cup of milk per serving, it may be counted as ½ serving of milk.
8. Condiments and Product Substitutes:
- a. Sugar substitutes, pepper, herbal seasonings, lemon, vinegar, non-dairy coffee creamer, salt, and sugar may be provided, but should not be counted as fulfilling any part of the nutritive requirements.
  - b. Condiments such as salad dressings, ketchup, soy sauce, mustard, and mayonnaise do not need to be counted in a menu analysis if they are served “on the side” and are not combined with the food.
9. Sodium:
- a. The DGAs encourage reducing daily sodium intake to 1,500 mg per day for persons aged 51 or older, African Americans, persons who have hypertension, diabetes, or chronic kidney disease.
  - b. The target value for sodium is 500 mg per meal. The acceptable range is 500 - 750 mg per meal. However, the OCNP meal provides 40-50 percent of the nutrient intake for the day for more than half of its participants. This fact provided the basis for establishing an acceptable OCNP sodium range that is slightly higher than the DGAs recommends.
  - c. A potassium rich diet blunts the effect of sodium on blood pressure. Research suggests that the general population does not consume sufficient amounts of potassium and would benefit from increasing potassium intake from foods.
  - d. Menu planners should take steps to reduce the levels of sodium in meals over time, including the following:
  - e. Focus on a stepwise reduction of sodium over time.
  - f. Set a goal to reduce sodium content of meals each year. For example:
  - g. The local OCNP will reduce the sodium level of the meals by five percent (5%) over this Fiscal Year.
  - h. The OCNP will provide not more than two (2) high sodium meals per month.
  - i. Maintain documentation of the reduction of sodium content of meals.
  - j. Place potassium rich foods on the menu consistently.
  - k. Provide nutrition education on the health impacts of high sodium intake on older adults.
  - l. Prepare foods without adding salt in the cooking process.
  - m. Use herbal seasoning to replace salt.
  - n. Avoid potassium chloride salt substitutes. Individuals should only use these products under the supervision of a healthcare professional.
  - o. Encourage using oil and vinegar as the preferred salad dressing. Provide at least one low-sodium salad dressing option.

- p. Use an icon, such as a saltshaker, to identify a high sodium meal or clearly state on the menu that this meal contains more than 1,000 mg of sodium. OCNPs should establish policies and procedures for purchasing healthful foods that incorporate the DGAs' sodium recommendations.

OCNPs can participate in transforming the food service industry by creating a demand for products that are lower in sodium and working with food purveyors to purchase lower sodium foods. Responsibility to reduce the amount of sodium in the diet of all Americans falls on both the food industry and consumers.

#### 10. Meal Component/Nutrient Analysis

A meal component/nutrient analysis of the entire menu cycle conducted and/or approved by a Registered Dietitian shall be done to ensure compliance with Title 22, Division 1.8, Chapter 4, Article 5.

#### 11. Computerized Nutrient Analysis Requirements

- a. Although not required, use of computerized nutrient analysis is strongly recommended and will help ensure and verify the nutritional adequacy of meals. The goal of assessing nutrient intakes of groups is to determine the prevalence of inadequate or excessive nutrient intakes within a particular group of individuals. While meal patterns serve as a basic framework for menu planning, Contractors are encouraged to use computerized nutrient analysis because it provides specific information on nutrients the menu may not be providing. The information that a menu is not supplying all of the desired nutrients will guide the development of future menus. As required menu elements are expanded, it is more difficult to meet all of the requirements on a daily basis. OCNP Contractors should focus on:
  - 1) Vitamin A.
  - 2) Vitamin C.
  - 3) Protein.
  - 4) Fat.
  - 5) Sodium.
  - 6) Fiber.
- b. Not all nutrient guidelines will be met with each meal. However, areas that do not meet the requirements should be the focus of future menu revisions and nutrition education.
- c. The following nutrients should be included in the analysis when the computerized nutrient analysis method is used: calories; protein; carbohydrates; total fat; saturated fat; total fiber; vitamins A, C, D, E, K, thiamin, riboflavin, niacin, B6, folate, B12, calcium, chromium, copper, iron, magnesium, sodium, and zinc. In addition to meeting one-third of the DRIs, the menus should also follow the DGA.

### IX. Food Procurement

- A. Food procurement procedures shall comply with Title 22, California Retail Food Code (CRFC) standards, and HACCP best practices guidelines.
- B. All food shall be of good quality and shall be obtained from sources that conform to Federal, State, and local regulatory standards for quality, sanitation, and safety.

- C. To the extent possible, Contractors are encouraged to participate in group food purchasing.
- D. A comparative cost analysis shall be performed either by the OCNP Contractor or its group purchasing organization on an on-going basis to obtain the highest quality food for the lowest price available.

**X. Food Storage**

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

**XI. Food Production**

- A. Food production procedures shall comply with Title 22, CRFC standards, and HACCP best practices guidelines.
- B. Food production and meal service shall be under the supervision of a trained staff in food service management to ensure food service sanitation and the practice of hygienic food handling techniques is followed. This person shall function with the advice of the Contractor's Registered Dietitian.
  - 1. Meals shall be served as indicated on the certified menus. In the event that a menu substitution must occur, the following procedure must be followed. The Contractor's Registered Dietitian must approve all menu substitutions.
  - 2. A Menu Substitution Form must be completed and signed by the Contractor's Registered Dietitian.
  - 3. The completed Menu Substitution form shall be kept on file for DAAS review.
- C. Production Control
  - 1. Production schedules or worksheets must be available in the food preparation area.
  - 2. Food shall be prepared in sufficient quantities to serve all participants. Careful planning shall minimize the leftover food and prevent waste.
  - 3. Standardized recipes shall be used to ensure consistency of quality and quantity and adherence to menu guidelines.
  - 4. Appropriate utensils for correct and consistent portion control shall be available and used at each site.
- D. Meal Service/Temperature Monitoring
  - 1. All food for congregate sites shall be packaged and transported in a manner in which it is protected from potential contamination and maintains appropriate hot and cold food temperatures.
  - 2. Meals shall be served to seniors "offer versus serve" – meaning participants are to be given an opportunity to decline a menu item. Food trays shall not be served ahead of time.
  - 3. Temperature Checks:

- a. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked daily immediately prior to dispatch from the central kitchen.
  - b. All hot, cold, and frozen potentially hazardous meal components, including milk, shall be checked at satellite congregate sites upon delivery and at all congregate sites immediately before meal service.
  - c. The OCNP Contractor must have written procedures for monitoring food temperature.
  - d. The OCNP Contractor must use a form to document food temperatures daily (i.e. Food Temperature Log).
  - e. The OCNP Contractor shall have a staff member review the completed Food Temperature Logs at random a minimum of every other month. If problems are discovered, an action plan must be developed to resolve the issue.
  - f. All completed Food Temperature Logs must be maintained on file for DAAS review.
4. To maintain quality in prepared foods, holding times shall be kept to a minimum. Long periods of holding hot foods at required temperatures diminish the nutrient content and palatability of foods.
  5. Holding time shall not exceed two (2) hours between the end of production and the beginning of food service at the congregate site.
  6. Milk and milk products shall be provided in individual, commercially filled containers, or shall be poured by a staff member directly from commercially filled bulk containers into the glass or cup from which it is consumed.
  7. Single service utensils and tableware shall be used one time only and then discarded.
  8. Safety of the food after it has been served at the congregate site and then removed by the participant from the congregate site is the sole responsibility of the participant and may be consumed by the participant as he/she deems it appropriate.
  9. The Contractor shall have a sign posted in the congregate site stating, "Food removed from the congregate site is at your own risk."

## **XII. Food Service Requirements**

- A. The OCNP Contractor shall ensure that the following forms are available, completed daily, and maintained at each nutrition site for a minimum of 12 months:
  1. Food Temperature Log – one should be maintained for congregate meals, home-delivered meals dispatched from that site, and one for foods chilled and/or frozen for individual meals, if applicable
  2. Cleaning Schedule
  3. Equipment Temperature Log – for all dish machines, refrigerators, and freezers.
  4. Production Schedule – applicable only if food is cooked at the site.
  5. The current Environmental Health inspection shall be available at the site for review.

6. Staff and volunteers who are handling food shall possess a current food handlers' card that shall be available for review.

### **XIII. Program Requirements**

#### **A. Client Intake Sheets / Nutrition Screening**

1. The OCNP Contractor will ensure that each participant completes the Client Intake Sheet form (provided by DAAS) to determine his or her level of nutritional risk. Forms shall be completed as follows:
  - a. Congregate Meal and To-Go (C-1) Participants – at the beginning of service and then annually thereafter for clients who remain on the program.
  - b. Home-Delivered and To-Go (C-2) Participants – at the beginning of service and then quarterly thereafter for clients who remain on the program.
2. OCNP Contractors are required to enter the client data into the client records management system timely but no later than the tenth (10<sup>th</sup>) business day following the month in which the intake was completed.

#### **B. Outreach/Marketing Activities:**

1. OCNP Contractors are required to provide outreach in the community through community organizations and other groups. All outreach and marketing activities shall be documented and kept on file for the annual monitoring visit conducted by DAAS.
2. OCNP Contractors shall develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving the minority communities.
3. All marketing materials must be submitted to the DAAS Program Analyst at least four (4) weeks prior to disseminating and posting for review and approval.

#### **C. Emergency Procedures:**

1. OCNP Contractors shall have a written Emergency/Disaster Plan.
2. Each nutrition site shall have an evacuation plan posted identifying the emergency exits and assembly areas.
3. Staff must be knowledgeable of emergency procedures.
4. Where feasible and appropriate, OCNP Contractors shall make arrangements for the availability of meals to participants during a major disaster, as defined in 42 U.S.C., Chapter 68, Section 5122 (2). Such arrangements shall be included in the Emergency/Disaster Plan.

#### **D. Voluntary Contributions and Confidentiality:**

1. An eligible individual who receives a meal shall be given the opportunity to contribute to the cost of the meal
2. The OCNP Contractor shall develop a suggested voluntary contribution amount. When developing this voluntary contribution amount, the income ranges of the older individuals in the community and the Contractor's other sources of income shall be considered.

3. A sign indicating the suggested contribution for eligible individuals and the fee for guests shall be posted near the contribution container at each congregate meal site. A guest fee shall cover all meal costs.
4. No eligible individual shall be denied participation because of failure or inability to contribute. The Contractor shall ensure that the amount of the eligible participant's voluntary contribution is kept confidential.
5. The OCNP Contractor shall establish written procedures to protect contributions and fees from loss, mishandling, and theft (i.e., Voluntary Contribution Procedures). Such procedures shall be kept on file for DAAS review.
6. All voluntary contributions and fees shall be identified as program income and used to increase the number of meals served, to facilitate access to such meals, and to provide nutrition-related supportive services.

E. "No Soliciting" Sign:

The OCNP Contractor shall ensure that a "No Soliciting" sign is posted on the door leading to the congregate nutrition site. No soliciting of any kind is permitted on the premises during the lunch hours for services or goods promoted by businesses.

F. Coordination:

1. If applicable, develop a fair and equitable policy and procedure for referring participants to the appropriate transportation Contractor for securing public transportation to and from nutrition sites and have the policy available for review by DAAS.
2. Include the following statement on all advertising, brochures, poster, etc.: "Funding for this service has been provided by the San Bernardino County Department of Aging and Adult Services through a grant award from the California Department of Aging."
3. Coordinate service with other County departments and local agencies by providing time for presentations or special activities that promote a community based system of care for the participants attending nutrition sites.

G. Reporting:

1. All fiscal and program data must be reported monthly. Request for Reimbursement, i.e., invoice, is due to DAAS by the 10<sup>th</sup> business day of the month following the month of service. Client and service data must be available for review in the client records management system before payment can be approved. DAAS will provide training as needed.
2. The Contractor shall maintain support files including, but not limited to, invoices, payroll, Client Intake Sheets, and any other supporting documents to substantiate monthly reports.
3. OCNP Contractors are required to report all known or suspected cases of elder abuse to DAAS Adult Protective Service or law enforcement immediately by telephone. A written report must be sent within two (2) working days. Abuse of an elder or dependent adult means physical abuse, neglect, intimidation, cruel punishment, fiduciary abuse, abandonment, isolation, or other treatment resulting in physical harm or pain or mental suffering or the deprivation by a care custodian of goods or services, which are necessary to avoid physical harm or mental suffering.
4. Maintain records, by month, that support claimed in-kind expenditures.

5. Report expenditures funded with Deferred Income by September 30th of the FY in which it is being claimed.
  6. Develop and have on hand for review by DAAS a cost allocation plan which explains the methods used to allocate costs between congregate and home-delivered meals or any other program funded by DAAS.
  7. In the event additional funds become available, the Contractor will use the funds to increase the number of meals being provided to participants by either increasing the number of individuals attending its present sites, or by opening new sites in communities not already served by the Contractor. Exceptions to this requirement must be fully documented in writing and submitted to the Director of DAAS for prior approval.
- H. Disposal of Equipment:
1. If the Contractor wishes to dispose of equipment purchased with Nutrition grant funding, they must submit a request, in writing, to DAAS. The request shall state the equipment description, the location of the equipment, and the reason for disposal.
  2. Contractor shall submit a list of equipment purchased with grant funding by location.
- I. Mandatory Meetings
1. Contractor is required to attend all Nutrition Contractor meetings hosted by DAAS.

**ATTACHMENT N**  
**Levine Act -**  
**Campaign Contribution Disclosure**  
**(formerly referred to as Senate Bill 1439)**



The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy.
- Contracts with labor unions regarding employee salaries and benefits.
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two (2) or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less.
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

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

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

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

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No  If no, please skip Question No. 10.

Yes  If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

Wendy Gilman  
6-10-26

**ANTI- LOBBYING CERTIFICATION**

The undersigned 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.
5. The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date