RESOLUTION - ACTION REQUESTED 2015-323

MEETING: July 7, 2015

TO: The Board of Supervisors

FROM: Terri Peresan, Community Services Director

RE: Approve the Service Agreement with Coulter Cafe for Senior Nutrition Restaurant Program FY 2015-16

RECOMMENDATION AND JUSTIFICATION:
Approve the Service Agreement with Coulter Cafe to Provide Senior Meal Services for the Area 12 Agency on Aging (A12AA) Title III C-1 Restaurant Program Operating in North County Mariposa for Fiscal Year 2015-16; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Coulter Café has been an ongoing contracted provider with the County of Mariposa since 1999 providing hot meals, either a breakfast or a lunch, 6 days per week to eligible seniors, 60+ years of age and their spouses (regardless of age) of North County Mariposa that are enrolled in the Area 12 Agency on Aging Title III C-1 Restaurant program. This contract has a not to exceed amount of $20,625 and is included in the Department’s requested budget for fiscal year 2015-2016.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has historically approved and the Board Chair has signed previous agreements with Coulter Café since 1999.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the agreement; program eligible seniors living in North County Mariposa would not have access to a senior meal program that could provide at least one-third of the recommended daily nutritional allowance.

FINANCIAL IMPACT:
The Senior Restaurant Program service agreement with Coulter Cafe for FY 2015-16 is included in the department’s requested budget for FY 2015-16.

ATTACHMENTS:
Contract for Services--Coulter Cafe FY 2015-16 (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this 1st day of July, 2015 between:

COUNTY:
  County of Mariposa
  Department of Community Services/Senior Nutrition Programs
  5246 Spriggs Lane
  Mariposa CA 95338
  Phone (209) 966-5315  Fax (209) 742-7405

and

CONTRACTOR:
  Janelle Danel, Owner
  dba Coulter Café, Pizzeria & General Store
  5015 Main St./P.O. Box 247
  Coulterville, CA 95311

ARTICLE I. TERM OF CONTRACT

1.01  **Contract Term:** This Contract shall become effective on July 1, 2015 and shall terminate on June 30, 2016, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01  **Independent Contractor:** It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02  **Contractor Qualifications:** Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03  **Contract Management:** Contractor shall report to the Community Services Director (Department Head) who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01  **Scope of Services:** Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.
No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by Community Services Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor’s employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor’s services.

3.03 Employment of Assistants: Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of 2,500 meals, per a receipt of monthly invoice and corresponding breakfast and lunch vouchers delivered by Contractor to County, which are collected and verified by County for payment at the rate of Eight Dollars and Twenty-Five Cents ($8.25) per meal; payments to Contractor shall not exceed $20,625.00. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[ X ] Incremental payments based on the following schedule:
Invoices are to be mailed to or delivered in person to Mariposa County Department of Community Services at 5246, Spriggs Lane, Mariposa, CA 95338.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.
4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of
1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 Workers’ Compensation: During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 State and Federal Taxes: As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.08 Records: It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
5.09 Contractor’s Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County’s option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the
necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney’s Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a
waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

**CONTRACTOR:**

![Signature]

Janelle Danel, Owner
dba Coulter Café

**COUNTY:**

![Signature]

Merlin Jones, Chair
Mariposa County
Board of Supervisors, District II

**APPROVED AS TO FORM:**

![Signature]

Steven W. Dahlem
Mariposa County Counsel
SCOPE OF SERVICES—SENIOR NUTRITION PROGRAM

Contractor agrees to provide hot meals for the Mariposa County Department of Community Services' Senior Nutrition Program at the Coulter Café in Coulterville, California, to eligible participants, age Sixty (60) years and over. Eligible participants must complete an Area 12 Agency on Aging (A12AA) Intake Form, at least annually, must be a resident of the County of Mariposa, and are entitled to use one meal voucher per day.

No eligible participant may be denied a meal regardless of race, color, religion, handicap, or any other reason, except minimum age, County residency, or the lack of an approved voucher. The number of meals will be reported to County by Contractor as specified by County. No meals will be served by Contractor unless the eligible participant has completed an A12AA Intake Form (at least annually) and produces an approved voucher for each meal.

Meals will be provided on Contractor's site six (6) days per week (closed Wednesdays) except on special days of the year when Contractor is normally closed. Contractor will only bill County for breakfast and lunch from the approved menus.

MEALS

A. The Contractor shall prepare hot meals, from a list of menu items approved by County and the Area 12 Agency on Aging's Registered Dietitian (RD), at a temperature of not less than One Hundred Forty (140) degrees or cold food not warmer more than Forty-One (41) degrees, according to menu provided, meeting the minimum government requirements.

B. Meals shall be served during the following hours:

   I. Breakfast commencing upon opening in the morning until 11:00 A.M.

   II. Lunch commencing at 11:00 A.M. until 3:00 P.M.

MEAL COUNTS

Original meal vouchers shall be presented to Contractor by participants. Contractor shall deliver the original vouchers to the designated County representative on the day or days as determined by the Community Services' Director with adequate notice to Contractor. The total meal vouchers to be distributed and reimbursed, during the term of this Agreement, shall not exceed 2,500.

Vouchers shall be provided to Contractor by County on an as needed basis. A quarterly review of vouchers utilized will be performed to ensure that an over-expenditure of funds does not occur.

ACCOUNTABILITY

A. Contractor shall comply with all federal, state, and local laws and regulations governing the preparing and handling of food; shall procure and keep in effect all necessary licenses and permits as are required by law, and shall post such licenses and permits in a prominent place within the meal preparation area as required.
B. Contractor shall comply will Area 12 Agency on Aging’s Policies regarding food service operation, policies under Title 22, outlined in Title III-C-1 in compliance with the Older Americans Act Nutrition Services (Attachment A).

C. County reserves the right to inspect Contractor’s premises and food preparation, at any reasonable time, to determine compliance with Mariposa County Health Department’s sanitation standards AND Area 12 Agency on Aging’s food services policies regarding food service operation.

BILLING

County shall pay Contractor for the number of meals served, not to exceed 2,500 meals, per a receipt of monthly invoice and corresponding breakfast and lunch vouchers delivered by Contractor to County, which are collected and verified by County for payment at the rate of Eight Dollars and Twenty-Five Cents ($8.25) per meal; payments to Contractor shall not exceed $20,625.00.

County shall make such payment to Contractor during County’s normal payment cycle after said vouchers are delivered to and verified by County.

MISCELLANEOUS

Contractor shall not assign or subcontract any interest in this Agreement. Claims for money due, or to become due to the Contractor from County under this Agreement, may not be assigned to a company, individual, bank, trust company, or other financial institution(s).

Contractor agrees to allow County posters and informational brochures to be posted and/or placed in a prominent location on Contractor’s premises.

NON-DISCRIMINATION IN DELIVERY OF SERVICE

Contractor shall not deny any service to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by County on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental handicap, or because such person is a recipient of federal, state, or local public assistance and/or housing subsidies.

Contractor shall comply with all applicable provisions of:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.) prohibits discrimination on the basis of race, color, or national origin, in programs receiving federal financial assistance; and

b) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the regulations promulgated thereunder, (45 C.F.R. Part 84) prohibits discrimination against qualified handicapped individuals on the basis of handicap in any program or activity receiving or benefiting from federal financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to handicapped persons; and

c) G.L.C. 151b § 4(10) prohibits discrimination in furnishing services on grounds that an individual is a recipient of federal, state, or local public assistance, or housing subsidies.
# PROGRAM MEMO

**CDA 1014 (Rev. 04/11)**

**TO:** Area Agency on Aging Directors  
**SUBJECT:** Nutrition  
Older Americans Act Nutrition Services  

**DATE ISSUED:** December 11, 2012  
**REVISED**

**REFERENCES:** Older Americans Act  
Section 339, Title 22 Division 1.8 Chapter 4,  
Article 5. Section 7638.5, Dietary Guidelines for Americans, 2010

**EXPIRES:** Until Superseded  
**SUPERSEDES:** PM 07-13

**PROGRAMS AFFECTED:**
- [ ] All  
- [ ] Title III-B  
- [X] Title III-C/1/C2  
- [ ] Title III-D  
- [ ] Title III-E  
- [ ] Title V  
- [ ] CBSP  
- [ ] MSSP  
- [ ] Title VII  
- [ ] ADHC  
- [ ] Other:

**REASON FOR PROGRAM MEMO:**
- [ ] Change in Law or Regulation  
- [ ] Response to Inquiry  
- [X] Other: Compliance with OAA

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**Purpose**

This Guidance provides an overview of the updated Dietary Guidelines for Americans 2010 (DGAs) and offers information on the application of the DGAs specifically for California’s older adult population to the Elderly Nutrition Program (ENP) menu planning process.

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**Background**

The U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA) review, update, and publish the DGAs every five years.

The DGAs establish the scientific and policy basis for all federal nutrition food assistance programs and provide information for making food choices that promote health and prevent disease. A committee of experts recommends DGAs revisions based on a comprehensive review of current scientific evidence.

The Older Americans Act (OAA) requires that the Title IIIIC ENPs comply with the most recent DGAs and Dietary Reference Intakes (DRIs). The intent of the OAA requirement is to ensure the ENPs sustain and improve participant health by providing safe and nutritious meals. Implementing the DGAs ensures that each participating older individual receives a minimum of one-third of the DRIs per meal. Adequate nutrient intake and physical activity reduce the risk of chronic disease.

*Continued on next page*
Background, continued
Menus based on the DGAs and DRIs prevent nutrient deficiencies and reduce the risk of chronic diseases, such as heart disease, cancer, and stroke – the leading causes of death in California. The California Department of Aging (CDA) incorporates the key nutrient recommendations derived from the DGAs into ENP menu planning guidance.

Reference
To access the DGAs follow the link below:

Instructions
Incorporate these guidelines into all requests for proposals, bids, contracts, and open solicitations for meals.

Attachments
Attachment 1 - 2012 California Title III-C Menu Planning Guidance
Attachment 2 - Component Meal Pattern

Inquires
Please contact the CDA Nutritionist assigned to your Area Agency on Aging.

PSA 1, 3, 5, 10, 14, 18, 19, 20, 22, 26, 32 contact:
Barbara Estrada at (916) 928-3326 or barbara.estrad@aging.ca.gov

PSA 4, 6, 7, 8, 9, 11, 13, 16, 23, 28, 31 contact:
Andrea Bricker at (916) 928-3324 or andrea.bricker@aging.ca.gov

PSA 2, 12, 15, 17, 21, 24. 25, 27, 29, 30, 33 contact:
Beth Sloane at (916) 928-7890 or beth.sloane@aging.ca.gov

Lora Connolly
Director
This Guidance provides an overview of the updated Dietary Guidelines for Americans, 2010 (DGAs) and offers information on the application of the DGAs specifically for California's older adult population to the Elderly Nutrition Program (ENP) meal planning process.

Traditionally the DGAs were intended for "healthy Americans". However, the obesity epidemic created a shift in public health policy in America. The 2010 DGAs were created to address, "Americans ages two years and older including those at increased risk for chronic disease."

The overarching differences between the 2010 and 2005 DGAs include:

- An emphasis on managing body weight and on proper nutrition for all life stages.

- Also, for the first time, the 2010 DGAs incorporated research on eating patterns, including vegetarian patterns.

- A new section acknowledges the influence of the broader food and physical activity environment on Americans' daily food, beverage, and physical activity choices. This section calls for improvements to the food environment via systematic and coordinated efforts among all sectors of influence. Industry, marketing, and agriculture impact choices in daily food intake and physical activity as well as social and cultural norms and individual demographic factors.

The 2010 DGAs include four action steps for the American public:

1. Reduce the incidence and prevalence of overweight and obesity of the US population by reducing overall calorie intake and increasing physical activity.

2. Shift food intake patterns to a diet that emphasizes vegetables, cooked dry beans and peas, fruits, whole grains, nuts, and seeds. In addition, increase the intake of seafood and fat-free and low-fat milk and milk products and consume only moderate amounts of lean meats, poultry, and eggs.

Continued on next page
Purpose, continued

3. Significantly reduce intake of foods containing added sugars and solid fats because these dietary components contribute excess calories and few, if any, nutrients. In addition, reduce sodium intake and lower intake of refined grains that are coupled with added sugar, solid fat, and sodium.


Reference

To access the 2010 DGAs click the link below:

Background

The Department of Health and Human Services (HHS) and the Department of Agriculture (USDA) review, update, and publish the DGAs every five years.

The DGAs establish the scientific and policy basis for all Federal nutrition food assistance programs and provide information for making food choices that promote health and prevent disease. A committee of experts recommends revisions to the DGAs based on a comprehensive review of current scientific evidence.

The Older Americans Act (OAA) requires that the Title IIIC ENP comply with the most recent DGAs and the Dietary Reference Intakes (DRIs). The intent is to ensure that the ENP sustain and improve participant health through the provision of safe and nutritious meals. Implementing the DGAs provides each participating older individual a minimum of 33 1/3 percent of the DRIs per meal.

Evidence supports that ensuring adequate nutrient intake and physical activity reduces the risk of chronic disease. Menus based on the DGAs and DRIs prevent nutrient deficiencies and reduce the risk of chronic diseases such as heart disease, cancer, and stroke which are the leading causes of death in California. The California Department of Aging (CDA) incorporates the key nutrient recommendations from the DGAs that impact older Californians' health status into ENP menu planning guidance.

Continued on next page
The following are general ENP menu planning requirements:

**OAA Requirements**

Each ENP meal must comply with the most recent DGAs and provide to each participating older individual:

- A minimum of 33 1/3 percent of the DRIs per meal, if the project provides one meal per day.
- A minimum of 66 2/3 percent of the DRIs if the project provides two meals per day.
- 100 percent of the DRIs if the project provides three meals per day.

OAA requires programs that provide multiple meals per day to either ensure that the participant is receiving all meals or ensure that each meal provides 33 1/3 percent of the DRIs.

All meals provided through the ENP that receive NSIP funds, whether prepared on-site, frozen, non-perishable (e.g. canned goods or pasta, products that do not spoil), boxed, or catered, must comply with the most recent DGAs and provide a minimum of 33 1/3 percent of the DRIs.

**Offer versus Serve**

The ENP must offer participants all of the required menu items; however, participants may decline to eat any element of the planned meal.

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The DRIs include four nutrient-based reference values used to assess and plan the diets of healthy people. The DRI values include:

- **Estimated Average Requirement (EAR):** an estimate of the average daily nutrient intake that meets the nutrient needs of half the healthy individuals of a population group.

- **Recommended Dietary Allowance (RDA):** an estimate of the daily average dietary intake that meets the nutrient needs of nearly all (97-98 percent) healthy members of a particular age group and gender.
Dietary Reference Intake Value Definitions, continued

- **Adequate Intake (AI):** the daily dietary intake level of healthy people assumed to be adequate when there is insufficient evidence to set an RDA.

- **Tolerable Upper Intake Level (UL):** the highest average daily nutrient intake level likely to pose no risk of adverse health effects for nearly all people in a particular population group.

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**Menu Planning Using Dietary Reference Intakes**

AAs must adapt the DRIs to plan older adults' nutrient intake.

According to a 2009 National Survey of OAA participants, the ENP meal provides 40-50 percent of the nutrient intake per day for more than half of the participants.\(^v\)

When planning menus specifically for older adults, the DGAs intent is to provide nutrient intakes that achieve a low probability of nutrient inadequacy while not exceeding the UL for each nutrient. Research indicates using the highest DRI value available, the RDAs, will assure meals provide adequate nutrients to the vulnerable population served by the OAA. When the RDA is not available for a particular nutrient then use the AI. (Note: This is the case with fiber and potassium).\(^x\)

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**Target Nutrients**

AAs must determine target nutrient levels based on the predominant population characteristics of the participants in the Planning and Service Area (PSA). The selected target nutrients promote health and reduce risk of disease.

A 70-year-old sedentary female is representative of the majority of the older adult population serviced by the California ENP. Each PSA should determine their predominant demographic characteristics and evaluate if the meals meet the target nutrient needs of the population served. If a majority of the older adult population served by the Area Agency on Aging (AAA) ENP differs from the above example, use the predominant demographic characteristics of the participants served to develop a menu pattern for the population.
Use the component meal pattern information in Appendix 7 (USDA Food Patterns), Appendix 8 (Lacto-ovo), Appendix 9 (Vegan Adaptation), or Appendix 10 (DASH Eating Plan) from the DGA website: http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm.

These appendices provide menu patterns for various caloric levels.

The target nutrient values listed in Table 1 represent the current DRI values and daily compliance ranges for target nutrients that would meet the requirements of a 70-year-old sedentary female (1600 calories). The values provided are a minimum of 33 1/3 percent of the DRIs for the estimated calorie needs per day by age, gender, and physical activity level.

Adequate dietary intakes of certain nutrients are of particular concern for older adults:

- Calcium
- Potassium
- Magnesium
- Fiber
- Vitamins A, B12, C, and D

The over-consumption of other elements is also a concern: sodium, saturated fat, trans fats, and cholesterol can lead to increased risk of chronic disease.

The target nutrients selected are the nutritional elements that:

- Promote health and prevent disease.
- Prevent deficiencies.
- Indicate diet quality.
- Manage disease.
- Meet the DGAs' key recommendations for older adults.
## Table 1
### Target Nutrients

<table>
<thead>
<tr>
<th>Nutrient</th>
<th>Target Value *per meal</th>
<th>Per Meal Compliance Range</th>
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<tbody>
<tr>
<td>Calories (Kcal)*</td>
<td>&gt;550 Kcal</td>
<td>≥550 Kcal</td>
</tr>
<tr>
<td>Protein</td>
<td>15 gm</td>
<td>15 gm (in the primary protein source)</td>
</tr>
<tr>
<td>Fat (% of total calories)</td>
<td>20-35%</td>
<td>&lt;35% (may average over a week)</td>
</tr>
<tr>
<td>Saturated Fat (% of total calories)</td>
<td>&lt;10%</td>
<td>&lt;10%</td>
</tr>
<tr>
<td>Trans Fat</td>
<td>&lt;0.5g</td>
<td>CRFC Chapter 12.6 section 114377. **</td>
</tr>
<tr>
<td>Sodium (mg)</td>
<td>500-750 mg</td>
<td>&lt;1,000 mg ***</td>
</tr>
<tr>
<td>Fiber (gm)</td>
<td>&gt;7 gm</td>
<td>&gt;7 gm (may average over a week) (Based on AI value)</td>
</tr>
<tr>
<td>Vitamin A (µg RAE)****</td>
<td>233 µg</td>
<td>&gt; 233 µg 3 out of 5 days /wk or 4 out of 7 days/wk</td>
</tr>
<tr>
<td>Vitamin C (mg)</td>
<td>25 mg</td>
<td>25 mg</td>
</tr>
<tr>
<td>Vitamin B12 (ug)</td>
<td>0.8 µg</td>
<td>0.8 µg * (may average over a week)</td>
</tr>
<tr>
<td>Calcium (mg)</td>
<td>400 mg</td>
<td>&gt;400 mg (may average over a week)</td>
</tr>
<tr>
<td>Magnesium (mg)</td>
<td>105 mg</td>
<td>&gt;105 mg (may average over a week)</td>
</tr>
<tr>
<td>Potassium (gm)</td>
<td>1565 mg</td>
<td>1565 mg * (may average over a week) (Based on AI value)</td>
</tr>
<tr>
<td>Vitamin D</td>
<td>200 IU / 3 µg</td>
<td>200 IU / 3 µg (may average over a week)</td>
</tr>
</tbody>
</table>

**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 is liberalized based on the information from the 2006 National Survey of OAA participants, data indicated that the ENP meal provides 40-50 percent of the participant's daily intake for 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.

**RAE Retinol Activity Equivalent (RAE)
Analysis of ENP menus ensures that the meals provide a minimum of 33 1/3 percent of the DRIs as required by the OAA.

ENPs may analyze menus using any of the following methods:

1. Computerized Nutrient Analysis
   - Although not required, CDA recommends computerized nutrient analysis for precise nutrient breakdown.

2. Component Meal Pattern
   - Meal component patterns serve as a basic framework for menu planning and are designed to include required key elements. (ENPs may use the sample meal pattern template that is attached).

When evaluating menus, meals must supply a minimum of 33 1/3 percent of the DRIs for:

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

Computerized nutrient analysis may reveal inadequate intake of other nutrients; these nutrient levels should be the focus of future menu revisions and/or nutrition education.

ENPs may use component meal patterns to design menus.

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

ENPs must identify items that provide the following target nutrients on the component meal pattern template:

- Vitamin C – Provide a minimum of 33 1/3 percent of the DRIs for vitamin C each meal - 25 mg per meal.

- Vitamin A – Provide a minimum of 33 1/3 percent of the DRIs for vitamin A at least three times per week - 233 μg Retinol Activity Equivalent (RAE) per meal.

- Fiber – Provide seven grams of fiber per meal. Programs may choose to average fiber content over a week.

- Sodium – Estimate the sodium content of the meal and note the total on the component template.

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

ENPs may design menus using the following component meal pattern options:

- California 1600 Calorie per Day Component Meal Pattern – Appendix 1,
- Dietary Approaches to Stop Hypertension (DASH) Eating Plan – Appendix 2, or
- USDA Food Pattern (Including the vegetarian adaptations) – Appendix 3.

Continued on next page
The elements listed in Appendix 2 represent the California 1600 Calorie per Day Meal Pattern. The USDA Food Patterns are the foundation for the California 1600 Calorie per Day Meal Pattern. The 1600 calorie range meets the requirements for a 70-year-old sedentary female.

The California Meal Pattern nutrient requirements are calculated from the USDA Food Pattern using the minimum caloric requirements of 1600 calories per day to provide the nutrient requirements of the majority of the participants in California's nutrition programs.

If the majority of the population a local ENP provider serves falls within another demographic group (for example: active 60-year-old men) the serving sizes and minimum number of servings required can be adjusted to meet the needs of the majority of the population served. Local providers should verify the demographics of the population served and develop menu criteria accordingly.

Each local ENP must include the following components when planning menus.

**Protein – Meats, Fish, Poultry, Legumes, Eggs, and Cheese**

The protein foods include seafood, meat, poultry, eggs, beans, and peas, cheese, soy products, and nuts and seeds. Meat and poultry should be lean or low-fat, and nuts should be unsalted. Meat, poultry, eggs, and cheese contain solid fats which are associated with an increased risk of cardiovascular disease.

Each meal should contain a **minimum** of two ounces of cooked, edible portions of meat, seafood, poultry, cheese, or eggs (or a combination thereof) and provide at least 15 grams of protein from these foods.

Vegetable proteins such as legumes or beans should provide at least a two-ounce protein equivalent. Local ENPs should consider the preferences of the participants they serve. A two-ounce serving of protein in a casserole type entrée may provide the appearance of being a sufficient entrée; however, a two-ounce serving of chicken, fish or beef would appear very small. The local ENP may choose to

*Continued on next page*
serve a larger portion of meat than the required two ounce minimum based on participant preference.

**Vegetarian Option**

Vegetarian eating patterns have been associated with a reduced risk of chronic disease, cardiovascular disease and obesity, and lower total mortality. ENP providers may use plant based protein sources to meet the protein requirements.

Count legumes as either a vegetable or protein component. Do not count legumes as both a vegetable and a protein component.

There is no longer a requirement for high biological value protein.

**Vegetables and Fruits**

Vegetables and fruits are nutrient dense foods containing vitamins, fiber, minerals, and other substances that may have positive health effects with relatively few calories.

- Encourage ENP participants to eat a variety of vegetables, especially dark green, red, and orange vegetables.
- Focus on dietary fiber; beans and peas are good sources.

**Serving size for vegetables:**

- $\frac{1}{2}$ cup cooked legumes.
- $\frac{1}{2}$ cup cooked vegetables.
- 1 cup raw leafy green vegetables, such as, lettuce or salad.

**Serving size for fruit:**

- 1 medium sized whole fruit.
- $\frac{1}{2}$ cup fresh, chopped, cooked, frozen, or canned fruit.
- $\frac{1}{2}$ cup 100 percent fruit juice.

Choose fresh, frozen, or canned fruit packed in water or juice, light syrup or without sugar. Before serving, rinse fruit packed in heavy sugar syrup.

Continued on next page
The 2010 DGA encourage the consumption of whole fruit rather than 100 percent fruit juice. Fruit juice lacks dietary fiber. Fruit juice is a high glycemic index food that contributes extra unwanted calories when consumed in excess. High glycemic foods can significantly increase blood glucose in those with diabetes.

**Breads/Grains**

One-half of the daily grain intakes should be from whole grains. Processed grains (not whole) must be fortified. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain and have demonstrated acceptance among ENP participants. For variety, consider serving other grains such as corn, millet, oats, or quinoa.

**Milk**

Each meal shall include, eight ounces of fat-free milk, low-fat milk, 1 percent milk, buttermilk, or calcium fortified soy milk or orange juice. Omit milk if participants' religious, cultural or personal preferences preclude the acceptance of milk with the meal. In these instances, offer an equivalent high calcium substitute.

This section discusses other factors to consider when planning menus for older adults.

**Hydration and Fluids**

Programs should encourage participants to drink water with their meals to ensure proper hydration. Older adults are at risk for dehydration due to physiological changes that occur with age. These physiological changes include a decrease in total body water related to the decrease in lean body mass, a decline in thirst sensitivity, and a decreased ability to regulate body temperature in extreme temperature changes. Exposure to heat and certain medications may require older individuals to consume additional fluids to remain sufficiently hydrated.

Continued on next page
Fat

Replace solid fats with plant based oils to improve diet quality without added calories.

Choose plant based oils which have a high percentage of beneficial monounsaturated and polyunsaturated fatty acids.

The DGAs encourage using oils as they contribute essential fatty acids to the diet. No food containing artificial trans-fat may be stored, distributed, served, or used in the preparation of any food within a food facility. [CRFC 114377]

Limit the consumption of solid fats. Solid fats are those that are solid at room temperature and have a high concentration of trans and saturated fats. Common sources of solid fats include, butter, beef, chicken, pork, stick margarine, and shortening.

Dessert

Certain foods consumed in excess increase the risk of chronic disease these include, refined grains, solid fats, added sugars, and sodium. The 2010 DGAs encourage limiting the consumption of these foods.

Caloric energy requirements decrease with age yet vitamin and mineral needs for the most part remain constant. Older adult menu development must limit discretionary high energy food items (e.g. cakes, cookies, etc.) to design a diet that meets nutrient requirements without exceeding energy requirements.

Provide dessert occasionally as an optional element of the meal to satisfy caloric requirements or to deliver additional nutrients. Local ENPs should avoid serving desserts that are high in sugar, refined grains, and solid fats no more than once per week.

CDA encourages use of fruit as dessert.
Sodium

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.

The target value for sodium is 500 mg per meal. The acceptable range is 500 - 750 mg per meal. However, the ENP meal provides 40-50 percent of the nutrient intake for the day for more than half of its participants. This fact provided the basis for establishing an acceptable ENP sodium range that is slightly higher than the DGAs recommends.

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

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

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

Continued on next page
Other Menu Planning Considerations, continued

- Avoid potassium chloride salt substitutes. Individuals should only use these products under the supervision of a healthcare professional.
- Encourage using oil and vinegar as the preferred salad dressing. Provide at least one low-sodium salad dressing option.
- 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.
- ENPs should establish policies and procedures for purchasing healthful foods that incorporate the DGAs' sodium recommendations.
- ENPs 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.  

Ethnic Meals

Many of California local ENPs provide culturally appropriate meals for an ethnically diverse population. Programs that provide culturally appropriate meals that may be higher in sodium are encouraged by CDA to place a statement on each menu such as: "These meals may have higher sodium content than the recommendations made by the Dietary Guidelines for Americans."

The following are some suggestions to address the high sodium content of ethnic meals.

- Use low sodium soy sauce or dilute soy sauce with water to reduce sodium levels.
- Provide low sodium or diluted soy sauce as a condiment at meals, instead of adding them to meals during preparation.

Continued on next page
Other Menu Planning Considerations, continued

- Encourage vendors to provide low sodium alternatives at a reasonable cost.
- Place potassium-rich foods on the menu consistently.
- Provide nutrition education on the health impacts of high sodium intake on older adults.

Inquiries

Please contact the CDA Nutritionist assigned to your AAA.
Appendix 1
California 1600 Calorie per Day Component Meal Pattern

<table>
<thead>
<tr>
<th>Minimum recommended Elements</th>
<th>One Serving Equals</th>
<th>Servings for 550 Calories per meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lean meat or beans</td>
<td>2 ounces protein equivalent</td>
<td>1 serving</td>
</tr>
<tr>
<td>Vegetable</td>
<td>¼ cup cooked vegetables 1 cup raw leafy greens</td>
<td>1 - 2 servings</td>
</tr>
<tr>
<td>Fruit</td>
<td>½ cup</td>
<td>1 serving</td>
</tr>
<tr>
<td>Bread or Grain</td>
<td>1 slice bread</td>
<td>1 - 2 servings</td>
</tr>
<tr>
<td>At least ½ whole grain</td>
<td>½ cup cooked rice or pasta</td>
<td></td>
</tr>
<tr>
<td>Low-fat milk or milk alternate</td>
<td>1 cup or 8 ounces</td>
<td>1 serving</td>
</tr>
<tr>
<td>Oils (Optional)***</td>
<td>7 grams</td>
<td>1 serving</td>
</tr>
<tr>
<td>Dessert</td>
<td>Select food items high in fiber and low in fat and sugar</td>
<td>Optional — limit sweets serve fruit</td>
</tr>
</tbody>
</table>

*Caloric value (1,600 Kcal/day or 550 cal meal) based on a 70-year-old female, "sedentary" physical activity level using Table 2-3 Estimated Caloric Needs per Day by Age, Gender, and Physical Activity Level from the Dietary Guidelines for Americans, 2010.

**The number of servings per meal estimates providing of one-third of the DRIs.

***Oils and soft margarines include vegetable, nut and fish oils, and soft vegetable oil spreads that have no trans fats.
Appendix 2
DASH Eating Pattern

<table>
<thead>
<tr>
<th>Food Group</th>
<th>1,600 Calories Daily</th>
<th>550 calories per meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grains</td>
<td>6 servings</td>
<td>2 servings</td>
</tr>
<tr>
<td>Vegetables</td>
<td>3 - 4 servings</td>
<td>1 - 2 servings</td>
</tr>
<tr>
<td>Fruits</td>
<td>4 servings</td>
<td>1.3 servings</td>
</tr>
<tr>
<td>Low-fat or fat free dairy</td>
<td>2 - 3 servings</td>
<td>1 serving</td>
</tr>
<tr>
<td>Meat, poultry, and fish</td>
<td>3 - 4 servings (1 oz each)</td>
<td>1 – 2 servings</td>
</tr>
<tr>
<td>Seeds, nuts, and legumes</td>
<td>3 - 4 servings per week</td>
<td>0 - 1 serving</td>
</tr>
<tr>
<td>Fats and oils</td>
<td>2 servings</td>
<td></td>
</tr>
<tr>
<td>Sweets</td>
<td>3 or less servings per week</td>
<td></td>
</tr>
</tbody>
</table>
## Appendix 3
### USDA Food Pattern

<table>
<thead>
<tr>
<th>Food Group</th>
<th>1,600 Calories Daily</th>
<th>550 calories per meal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grains</td>
<td>5 ounce grain equivalent*</td>
<td>1 – 2 ounces</td>
</tr>
<tr>
<td>Vegetables**</td>
<td>2 cups (4 - ½ cup servings)</td>
<td>.7 cups</td>
</tr>
<tr>
<td>Fruits</td>
<td>1.5 cups</td>
<td>.5 cups</td>
</tr>
<tr>
<td>Low-fat Milk or Milk alternate</td>
<td>3 cups</td>
<td>1 cup</td>
</tr>
<tr>
<td>Lean meat and beans</td>
<td>5 ounce protein equivalent***</td>
<td>1.7 - 2 ounce equivalent</td>
</tr>
<tr>
<td>Oils</td>
<td>22 grams</td>
<td>7 grams</td>
</tr>
<tr>
<td>Discretionary calorie allowance</td>
<td>121 calories</td>
<td>40 calories</td>
</tr>
</tbody>
</table>

* The following each count as a one-ounce grain equivalent: one ounce slice of bread, one ounce uncooked pasta or rice, one half cup cooked rice or pasta, one tortilla (6 inch in diameter), one pancake (5 inch in diameter).

** USDA recommends eating a variety of vegetables, especially dark green vegetables, red and orange vegetables, and beans and peas.

*** The following each count as a one-ounce protein equivalent: one ounce lean meat, poultry, seafood; one egg; one tablespoon peanut butter; one half ounce nuts or seeds and one quarter cup cooked beans or peas.
End Notes:


3 Dietary Reference Intakes: The Essential Guide to Nutrient Requirements, Institute of Medicine of the National Academy of Sciences/National Research Council

4 Dietary Reference Intakes: The Essential Guide to Nutrient Requirements, Institute of Medicine of the National Academy of Sciences/National Research Council


6 Dietary Reference Intakes: The Essential Guide to Nutrient Requirements, Institute of Medicine of the National Academy of Sciences/National Research Council


9 Position of the Academy of Nutrition and Dietetics: Food and Nutrition for Older Adults: Promoting Health and Wellness, Journal of the Academy of Nutrition and Dietetics, August 2012 Volume 112 Number 8; 1255-1277.