

CITY OF SAN MARCOS – COMMUNITY SERVICES DEPARTMENT
AGREEMENT FOR SENIOR ACTIVITY CENTER MEAL PREPARATION SERVICES

This Agreement for Senior Center Meal Preparation Services ("Agreement") is entered into as of this 1st day of July, 2016, between the City of San Marcos ("City"), a chartered municipal corporation, and Kitchens for Good a California Corporation ("Service Provider").

Recitals

WHEREAS, City desires to obtain the services of a service provider to perform Senior Activity Center meal preparation services ("Services") for the City's Community Services Department at the San Marcos Senior Activity Center; and

WHEREAS, Service Provider has represented that it possesses the necessary qualifications and capability to provide such services to City; and

WHEREAS, in reliance on Service Provider's representations, City has authorized the preparation of this Agreement to retain the Services of Service Provider as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Work

Service Provider will timely perform the Services described in Exhibit "A" entitled "Scope of Work" attached hereto and incorporated by reference. City must consent in writing to any changes to the Scope of Work, with such consent to be in City's sole discretion. Any revisions to the Scope of Work for which City's consent has not been issued will be null and void.

2. Compensation and Reimbursement

Service Provider will be compensated for the performance of Services provided under this Agreement in the total amount not-to-exceed Seventy Thousand Dollars and No/100 (\$70,000.00) for the one-year initial Agreement term. Service Provider must submit monthly invoices no later than sixty (60) days following completion of Services performed under this Agreement. Invoices submitted after 60 days may be subject to rejection in City's sole discretion.

3. Term of Agreement

The term of this Agreement ("Term") is effective from the date first written above and will automatically continue in full force and effect for a period of one (1) year, unless sooner terminated as provided in Section 4 of this Agreement, below. The City Manager may amend the Agreement to extend it for two (2) additional one (1) year terms. Amendments will be based on satisfactory review of Service Provider's performance, City needs and appropriation of funds by the City Council. The City will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. Termination

City retains the right to evaluate Service Provider's performance under this Agreement. City may terminate this Agreement for any reason with or without cause. Termination without cause will be effective upon thirty (30) days' written notice to Service Provider. During said 30 day period, Service Provider must continue to perform all Services in accordance with this Agreement. City may terminate this Agreement for cause in the event of any of the following: (i) material breach of this Agreement by Service Provider; (ii) misrepresentation by Service Provider in connection with the formation of this Agreement and/or the performance of Services; and/or (iii) Service Provider's failure to perform Services under this Agreement as directed by City. Termination for cause will be effective immediately. If this Agreement is terminated prior to the expiration of the Term, City will compensate Service Provider only for the meals/food preparation satisfactorily provided prior to such termination.

5. Service Provider Duties

5.1 Warranties and Representations. Service Provider warrants and represents that Service Provider possesses the requisite skills and resources to perform the Services required by the Scope of Work in a reasonable and worker like manner. Service Provider must assign qualified and certified personnel to perform Services under this Agreement. City will have the right to review and disapprove personnel performing work under this Agreement. Service Provider represents and declares to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Service Provider represents and warrants to City that Service Provider will, at its sole cost and expense, keep in effect at all times during the Term of this Agreement, any license, permit or approval which is legally required for Service Provider to practice its profession.

5.2 Personnel. Service Provider must employ qualified and certified personnel to perform Services under this Agreement at its sole cost and expense. Service Provider will be responsible for the performance and conduct of all personnel, and must ensure that all personnel abide by the terms of this Agreement. If applicable, Service Provider and all personnel performing Services under this Agreement may be required to be fingerprinted. The Community Services Department Director will decide whether the Services performed require fingerprinting. If required, Service Provider must submit and pay for the processing of fingerprints, which shall be handled through the State Department of Justice.

5.3 Non-Discrimination. Service Provider, and all personnel performing Services under this Agreement, must not discriminate according to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation, or any other impermissible basis under the law to exclude from participation in, or deny the benefits of the Services provided under this Agreement. Service Provider must, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement. Service Provider represents that it is an equal opportunity employer and it will not discriminate against any personnel or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation, or any other impermissible basis under the law.

5.4 Use of City Name and Logos. Service Provider may not include City's name or logos, or photographs in any publicity or advertisement relating to Service Provider's performance of Services in any magazine, trade paper, newspaper, radio or television

production, Internet, or other printed or electronic medium without the prior written consent of the City's Communications Department.

6. Covenant Against Contingent Fees

Service Provider declares that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach of violation of this warranty, City will have the right to annul this Agreement without liability, or, at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

7. Conflict of Interest and Political Reform Act Obligations

During the Term of this Agreement, Service Provider must not act as Service Provider or perform services of any kind for any person or entity whose interests conflict in any way with those of the City. Service Provider must at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. Service Provider must immediately disqualify itself and must not use its official position to influence in any way any matter coming before the City in which the Service Provider has a financial interest as defined in Government Code Section 87103. Service Provider represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the City. Service Provider must file Statements of Economic Interest with the City Clerk of the City in a timely manner on forms which Service Provider must obtain from the City Clerk.

8. No Assignments

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which City, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision will be void.

9. Independent Contractor; Service Provider Not an Agent

At all times during the Term of this Agreement, Service Provider is an independent contractor and will not be considered an employee, agent, partner or joint venturer of the City. City will have the right to control Service Provider only insofar as the results of Services rendered pursuant to this Agreement; however, City will not have the right to control the means by which Service Provider accomplishes such Services. Except as City may specify in writing, Service Provider will have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider will have no authority, expressed or implied, pursuant to this Agreement to bind City to any obligation whatsoever. Service Provider will have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for its own workers' compensation and unemployment insurance and that of any personnel. Service Provider and personnel are not entitled to workers' compensation benefits or any other employment benefits provided by City.

10. Service Provider's Insurance

10.1 Policies. Service Provider must obtain and maintain during the entire Term of this Agreement the following insurance policies from companies admitted or authorized in the State of California to transact the insurance business in the class of the type provided and shall have a general policyholder's rating of not less than an "A" and a financial size of ten million dollars (\$10,000,000) (currently Class V) or better in the most current A.M. Best's Key Rating Guide; which standards shall be met by such the issuing company and not by means of the standing or assets of their parent, subsidiary or affiliate entities:

- a. Comprehensive General Liability. Coverage must include premises-operations, products/completed operations (10 years), broad form property damage, personal injury, bodily injury and blanket contractual liability, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there shall be no cross-liability exclusion, there shall be no land subsidence exclusion, and there must be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:
 - i. \$1,000,000 per person per occurrence;
 - ii. \$2,000,000 annual aggregate combined;
 - iii. \$1,000,000 property damage or bodily injury occurrence.
- b. Automobile Liability. Coverage must include owned, hired and non-owned vehicles, shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits, there must be no cross-liability exclusion, and there shall be no prohibition against payment of a SIR or deductible in the event of the named insured's failure to do so, in the following coverage amounts:
 - i. \$1,000,000 per person per occurrence;
 - ii. \$2,000,000 annual aggregate combined;
 - iii. \$1,000,000 property damage or bodily injury per occurrence.
- c. Professional Liability Insurance with policy limits of not less than \$1,000,000 combined single limits per claim and annual aggregate.
- d. Workers' Compensation Insurance in amounts in accordance with statutory requirements.

Limits may be met by a combination of primary and umbrella/excess liability policies, provided that: (i) the umbrella/excess policy carriers meet the requirements noted above, (ii) there is sufficient umbrella/excess coverage provided to exceed the specified coverage requirements, so that any claim event will not result in a deficiency in any of the coverage requirements described above; and (iii) umbrella/excess insurance amounts may be applied only once to meet the insurance coverage requirement for only one line of deficient underlying insurance unless the policy specifically provides otherwise, in which event the portion of the policy so providing will be submitted for City's review to its satisfaction.

10.2 Endorsements. Endorsements must be obtained so that each policy contains the following provisions, the wording for which shall be to the satisfaction of the City Attorney:

- a. Additional Insured (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.) "The City of San Marcos, and its elected and appointed boards, officers, agents and employees, are additional insureds with respect to the agreement with the City and services to be provided thereunder."
- b. Preferred Forms. General Liability: CG 2010 11 85, CG 2037 1001 or equivalent.
- c. Notice. "Said policy shall not terminate, nor shall it be canceled or reduced in coverage without thirty (30) days' written notice to the City of San Marcos."
- d. Primary Coverage. "The policy provides primary coverage to City of San Marcos and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City of San Marcos."
- e. Waiver of Subrogation. "We waive any right of recovery we may have against the City of San Marcos and its elected and appointed boards, officers and employees because of payments we make for injury or damages arising out of your ongoing operations or your work done under contract with the City of San Marcos."

10.3 Insurance and Indemnity Obligations Separate. The requirements as to the types and limits of insurance coverage to be maintained by Service Provider as required by this Section 9, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Service Provider pursuant to this Agreement including, but not limited to, the indemnification provision.

11. Insurance Certificates

Service Provider must provide City with certificates of insurance and accompanying endorsements showing the insurance coverages described in the paragraphs above, in a form and content approved by the City, prior to beginning work under this Agreement.

12. Indemnification

To the fullest extent permitted by law, Service Provider must indemnify, defend, protect and hold harmless the City and its elected and appointed boards, directors, officers, employees, agents, contractors, and representatives (collectively, "City Indemnified Parties") from and against any and all actions, costs, judgments or damages (including, without limitation, court costs and reasonable attorneys' fees) of any kind whatsoever resulting from or in any way connected with any personal injury or property damage, including whether caused by the active or passive negligence of the City Indemnified Parties, excepting acts caused by the sole or willful misconduct of City Indemnified Parties.

13. Entire Agreement, Modification

This Agreement constitutes the entire understanding between Service Provider and City relating to the terms and conditions of the Services to be performed by Service Provider, and supersedes any prior negotiations, representations, agreements and/or understandings concerning the same. This Agreement may not be modified orally or in any manner other than by written amendment signed by the City and Service Provider.

14. Applicable Laws

Service Provider must observe and comply with all local, state and federal laws, rule, ordinances and regulations in the performance of its obligations under this Agreement.

15. Notices

Any and all notices, demands, requests, consents or other communications, including but not limited to billings and payments which are required or permitted to be made hereunder must be in writing and must be sent by personal delivery; first-class mail, return receipt requested; overnight or express mail service; or facsimile. Notices shall be deemed to have been received: upon delivery if personally delivered, seventy-two (72) hours after deposit in the U.S. Mail; or on the day of transmission via email unless sent after business hours and in that event, on the next business day. Notices may be sent to the following addresses; the parties may deliver notice of change of address or delivery information in the manner outlined in this Section 15.

CITY: City of San Marcos
Community Services Department
Attn: Buck Martin, Community Services Director
3 Civic Center Drive
San Marcos, CA 92069
bmartin@san-marcos.net

SERVICE PROVIDER: Kitchens for Good
Attn: Chuck Samuelson, Founder and President
404 Euclid Avenue
San Diego, CA 92114
chuck.samuelson1@gmail.com

16. Governing Law, Venue

This Agreement will be construed under and in accordance with the laws of the State of California, and appropriate venue for any action or proceeding arising from this Agreement shall be had in the Superior Court of San Diego, North County Branch.

17. Counterparts

This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which when taken together, will constitute one and the same document.

19. Attorneys' Fees

The parties understand and agree that should any litigation or other dispute resolution proceeding short of litigation arise out of this Agreement, the prevailing party in such litigation or proceeding will be entitled to have its attorneys' fees and costs, including but not limited to, witness costs, paid for by the non-prevailing party in such litigation, including attorneys' fees and costs on appeal.

20. Authority

City and Service Provider each represent that the persons executing this Agreement on their behalf have full authority to do so and to bind such party to perform pursuant to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

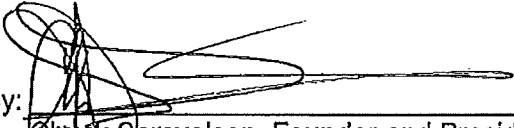
CITY:

City of San Marcos,
a chartered municipal corporation

By: _____
Jack Griffin, City Manager

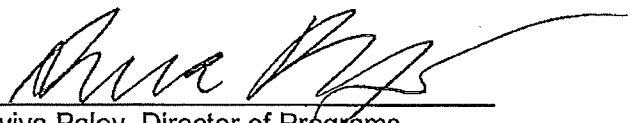
SERVICE PROVIDER:

Kitchens for Good
a California Corporation

By:  _____
Chuck Samuelson, Founder and President

APPROVED AS TO FORM:

By: _____
Helen Holmes Peak, City Attorney

By:  _____
Aviva Paley, Director of Programs

ATTEST:

By: _____
Phillip Scollick, City Clerk

**[NOTE: In the event Service Provider is a Corporation,
the signatures of two separate persons holding different offices must be provided.]**

EXHIBIT "A"
SCOPE OF WORK

1. The City and Service Provider will create menus that comply with specifications in Exhibit A, Attachment 1 attached hereto and incorporated by reference. The Service Provider shall assure that all meals meet the health and safety standards of Title III of the Older Americans Act, the National Academy of Sciences-National Research Council, the USDA, the U.S. Department of Health & Human Services, and the nutritional guidelines of the County of San Diego's Health and Human Services Agency, Aging and Independence Services organization (AIS). Service Provider will comply fully with the requirements of the California Department of Aging Program Manual including the two sections attached hereto. All menus must be written in at least four week cycles and sent to Senior Center Recreation/Nutrition Specialist for submittal to an AIS nutritionist at least two weeks before they are to be implemented. Only menus approved by an AIS nutritionist are to be used as a guide to meal preparation with the exception of deviations as discussed in paragraphs below.
2. Service Provider shall comply with all federal, state, AIS, and local laws and regulations governing the preparation, cooking and handling of food; and procure and keep in effect at all times during the entire Term of the Agreement all necessary licenses, permits, and food handlers' cards required by law, including obtaining a valid public health permit; and must post such licenses, permits, and cards in a prominent place within the meal preparation areas. In addition, all food prepared for the City will be prepared in a Health Certified Kitchen that complies with all federal, state and local fire, health, sanitation, safety, and building codes, regulations, licensing requirements and other applicable provisions. Upon request, the Service Provider will deliver to the City a copy of the Service Provider's last Health Inspection Report, which must have an "A" rating, beginning with the last restaurant operated by the Service Provider. Upon request, the Service Provider will deliver to the City a copy of the Service Provider's latest Food Manager's Certificate.
3. Service Provider shall comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
4. The Service Provider will prepare congregate meals at a cost of \$5.25 per meal.
5. The Service Provider will prepare approximately 50 congregate meals per day, Monday through Friday, except on holidays and other closed days as designated by the City and communicated to the Service Provider. Meals per day may increase to approximately 150 per day for special events and holiday celebrations.
6. Since the number of meals to be served changes daily, the City will text and/or email the Service Provider an approximate number of each type of meal needed by 4:00 pm the day before daily preparation. The City will inform the Service Provider via text and/or email the final count of each type of meal needed by 9:00 am on the day of service. The final count will be within 10% of the estimated count. If more than 200 meals are to be served, the City will try to give the Service Provider a minimum of three days notice.

7. Service Provider will prepare a quantity of food necessary to assure that shortages do not occur due to minor serving errors. The size of the serving portions necessary to meet nutritional requirements will be communicated to the City with each meal.
8. The Service Provider shall be responsible for ordering, purchasing, and paying for raw food items and consumable supplies to be used in the preparation of all meals. Food preparation shall occur at the Service Provider's site under supervision of Service Provider's employees. Service Provider will not deliver over-cooked or under-cooked food items. Service Provider may deliver uncooked food items if requested in advance by City. Fresh or frozen vegetables will be cooked only to the point of tenderness at time of delivery to the City. All vegetables served as side dishes will be USDA Grade A (fancy). Fresh fruit will be served daily or as required by AIS.
9. Service Provider must inform City immediately after Service Provider is made aware of any food item or component thereof used by provider that is subject to a recall from the U.S. Consumer Product Safety Commission, the Food & Drug Administration and/or the U.S. Department of Agriculture. Service Provider will not deliver such items to City and will work with City nutrition staff to determine an acceptable substitute food item, if necessary, for the period during which the food item or component thereof remains recalled.
10. The City shall provide a driver and vehicle for pick-up of the food and its delivery to the City, as well as any devices necessary to insure adequate sanitary practices for handling the food in transit.
11. The Service Provider shall make all meals for the day available for pick-up by the City no later than 10:00 am at the Service Provider's facility. Pending the opening of the Service provider's North County location, the meals will be delivered by the Service Provider at no additional cost and they shall arrive at the City's location no later than 11:00 am. The delivery location is: San Marcos Senior Activity Center, 111 W. Richmar Ave., San Marcos, CA 92069. Food may be procured by the City from alternate sources at the Service Provider's expense if the Service Provider fails to have meals available by 10:00 am. Exceptions must be mutually agreed upon by both the City and Service Provider before changes are made regarding delivery.
12. Service Provider is responsible for delivering items to the City that were omitted or shorted immediately after the error is noticed by the City and/or Service Provider.
13. Regarding the time of meal transfer to the City, the City will account for the items delivered and sign a meal transport receipt for those items provided by the Service Provider. Discrepancies will be noted by the City on the meal transport receipt. Only large containers will be counted (i.e. pans, trays, cases, boxes, packages). A detailed inventory will not be conducted (i.e. number of servings, number of milk cartons, number of rolls, etc.). Each menu item will be listed as a separate line item (i.e. "salad with dressing on the side" will be listed as "salad" and "dressing"). The City shall not be required to pay for food or service not meeting, in the City's opinion, specifications discussed in this agreement, documents referenced/attached, and approved menus. Substandard meals may include, but are not limited to, under-sized portions, missing items, over-cooked items, poor quality food items, and burnt food. Food may be procured by the City from alternate sources at the Service Provider's expense if the Service Provider fails to deliver meals, portions of meals, or suitable meals. The City has

the right to deduct from fees paid to the Service Provider the cost of food and preparation necessary to replace these meals. Even if deductions are made for missing or substandard meals, these situations are considered unacceptable. If a shortage is a missing item from the menu, and is not delivered to the city by service time, the following amounts will be credited by the Service Provider for the missing amounts of portions:

Entrée – 50% of meal cost
Side 1 – 10% of meal cost
Side 2 – 10% of meal cost
Bread/Side 3 – 10% of meal cost
Milk – 10% of meal cost
Dessert – 10% of meal cost
Condiment – 10% of meal cost

14. Service Provider and the City will work together to schedule menus up to 3 months in advance. This includes special meals that can be predicated (i.e. holiday celebrations and special events). Service Provider will allow for occasional menu changes by the City due to diner preferences, food preparation or service difficulties.
15. The Service Provider shall report any deviations from the approved menu to the Recreation/Nutrition Specialist or City menu planner and AIS no later than one week before the unapproved meal is prepared, whenever possible. Menu item substitutions must be approved by the City but are negotiable. The Service Provider will maintain the capability to accept occasional menu changes from the City with a minimum of one-week notice.
16. The City shall notify the Service Provider of any variation from the current menu no less than one week before the meals are to be served. Service Provider shall work with the City to comply with reasonable special menu requests for special events. A "Special Event" meal schedule will be provided to the Service Provider which may include specific meal items. Prices for and availability of unplanned meals (meals not on the normal rotation or on the special event list) will be negotiated with the Service Provider. The Service Provider may assume that menu variations received from the City have been approved by an AIS nutritionist. If the Service Provider determines that they cannot comply with the menu change, the reason for noncompliance will be communicated to the City within 24 hours after receipt of the request. A subsequent negotiation between both parties will take place to reach a reasonable compromise.
17. Menu items that are part of the approved normal menu rotation will be standardized as to menu item name, ingredients used, preparation method, and manner in which delivered to the City. All meals delivered on any one day will have identical ingredient items.
18. City and Service Provider will work together to approve new menu items and changes in current menu items that will be added to the menu rotation. The Service Provider shall provide to the City the following for all new menu items under consideration: ingredients, preparation method, serving method and proposed packaging for delivery. New menu items must be approved by the City before their use.
19. The City agrees to provide beverages (not including milk and any beverage provided as part of the nutritional meal requirements), and all cutlery, service utensils, trays and

other non-dietary items not specifically otherwise stated to be Service Provider's responsibility. All condiments normally associated with food items to be served will be provided by the Service Provider and be shown on menus submitted to the City for approval.

20. The Service Provider will replace, with like kind, or pay for replacement of, all City owned equipment used for food service that is lost or damaged, excluding normal wear and tear, due to Service Provider's actions. City provided containers will be used by Service Provider solely for the performance of the agreement.
21. The Service Provider will supply information to the City for project reports as needed (i.e. actual labor costs and raw food costs).
22. Service Provider will allow the City and AIS to have access to the Service Provider's purchase documents and records pertaining to meals provided under the Agreement, as well as, food preparation, packaging, and storage areas related to the performance of this contract to determine the adequacy of the Service Provider's purchasing, nutrition, and sanitation practices regarding meals provided under this agreement.
23. Service Provider and City will jointly establish a monthly record and reporting system to compile information and documentation for the purpose of facilitating internal and external monitoring and evaluation of Service Provider's obligations. Records must be retained by provider for a minimum of three (3) years, unless advised otherwise by City. Reporting will include, but is not limited to, the following: daily recording of the temperature of food items as they leave the kitchen and at the time of delivery to participants; daily and monthly recording of the number of meals ordered by City; documentation of all costs, receipts and invoices, inventory, time records, and other official records; any additional business that is carried out by provider using the City's facilities, if applicable; and upon request by City, documentation related to provider's new employee hiring and employee training.
24. Meal assessments shall be conducted by the City on an on-going basis. The Service Provider shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by City staff documenting the quality of food and service received from the Service Provider. These records will be made available to the Service Provider upon request.
25. The Service Provider and City shall jointly maintain a temperature record documentation system and said temperature record will be implemented and maintained to insure sanitary and safe food handling procedures. Food Temperature Documentation shall include:
 - Refrigerator/Freezer Record Chart (at facility opening and closing times)
 - Temperature Log for Dining Room Meals
 - Cool Down Log
26. Sample logs are found in Exhibit "A", Attachment 1

Additional requirements are found in Exhibit "A", Attachment 2: Title 22, California Code of Regulations, beginning with section 7638.5

EXHIBIT "A"
ATTACHMENT 1

County of San Diego (HHSA) Food Temperature Documentation

3 Sample Temperature Logs

EXHIBIT "A"
ATTACHMENT 2

California Department of Aging Title 22 Program & Service Provider Requirements

County of San Diego (AIS) Menu Planning Procedures

County of San Diego (AIS) Nutrition Form

Sample Menu



PROCEDURE MEMO Updated 7/2014

FOOD TEMPERATURE DOCUMENTATION

Background Information

Our clients, both congregate and home delivered are one of the most susceptible populations to foodborne illness. Maintaining foods at proper temperatures will prevent the growth of disease causing bacteria. Bacteria can already be present in food or be introduced during food production or food service. By monitoring food temperature throughout the preparation and serving process, you are insuring that whatever bacteria may be present has been destroyed or is not multiplying at a rapid rate.

Procedure

All potentially hazardous food (PHF) items, either served **hot or cold**, must be checked for temperatures. These include all menu items containing protein food items, cooked pasta/rice/grains/beans, cooked vegetables, cooked fruit, sliced tomatoes, cut melon, cut/chopped leafy greens, desserts containing protein, entrée salads and salads made from protein, salads with creamy dressings, sandwiches, and milk/dairy products.

If receiving more than one pan of the same food item, temp all to insure safe food temps.

When to Temp Foods

Review the flow of food through your operation. Record the temperatures at the following Critical Control Points (CCPs) that apply to your operation.

- Completion of cooking/preparation – record on a temp log
- Removal from hot/cold holding or storage into carriers or HotShot (Congregate & HDM) – record on temp log
- Upon delivery of food, if satellite site or catered meal operation (Congregate & HDM) – record on temp log or Meal Transport Record
- Before serving (if holding time is more than 30 minutes) – record on temp log
- During serving, every 30 minutes – record on temp log

Temperature information should be reviewed by Food Service Manager and corrective action must be taken to insure the safety of the food.

Catered/Satellite Meal sites should report deficiencies to the Caterer/Food Service Manager immediately. Site Managers should take necessary Corrective Actions in consultation with the Food Service Manager about the status of the menu item.

For HDMs, temperature of the last meal on a HDM route should be taken **daily**. Record temperature on Driver's Log. Manager to take corrective action if temperatures do not meet standard.

Temperature Standard

Hot food temperatures shall be at 135° F or above, cold food temperatures shall be at 41° F or below.

Documentation Standard

Temperatures at the CCPs must be documented with:

- Actual temperature
- Date and Time
- Employee/volunteer initial

Temperatures can be recorded on any of the following:

- Meal Transport Record (sample attached)
- Monthly Menu
- Temperature Log (sample attached)

Maintenance of Temperature Records

Temperature Logs that record only Date/Time/Temperature/Initial shall be kept for 6 months.

Documentation on Meal Transport Records and/or Monthly Menu sheets that also record # meals sent, # meals served, supply orders or other information in addition to temperatures must be kept for one year after the applicable fiscal year.

Food thermometers

- Food thermometers must be in readily available in food preparation and food service areas.
- Calibrate thermometers on a regular (at least weekly basis).

Daily Freezer/ Refrigerator Temperature Log

Instructions: This log will be maintained for each refrigerator and freezer (both walk-in and reach-in units) in the facility. A designated food service employee will record the time, air temperature and their initials (preferably upon arrival) once in the morning and once (preferably just before leaving the facility) in the afternoon. It is not necessary to check temperatures of food products but touch several products to be sure they are cold and frozen items are solid to the touch. The food service supervisor for each facility will verify that food service employees have taken the required temperatures by visually monitoring food service employees and reviewing, initialing, and dating a sample of logs each month. Maintain this log for a minimum of three years and until given permission to discard it. If corrective action is required on any day, circle the date in the first column and explain the action taken on the back of the chart or on an attached sheet of paper. Refrigerators should be between 36°F and 41°F. Freezers should be between -10°F and 0°F.

Month/Year: _____ Location/Unit Description: _____ School _____

Date	Time Temp. Taken <AM>	Temperature	Food Service Worker's Initials	Time Temp. Taken <PM>	Temperature	Food Service Worker's Initials
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
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24						
25						
26						
27						
28						
29						
30						
31						

Supervisory Employee's Initials and Date: _____

Food Temperature Log
Cold Food 40° or lower, Hot Food 140° or higher

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Daily Cooling Log for Hot Potentially Hazardous Foods

Remember to use ice bath and/or shallow pans to decrease cooling time.

Chill cooked hot food using one of these methods:

1. Two-Stage: From 135 °F to 70 °F within 2 hours AND 70 °F to 41 °F or below in an additional 4 hours. Take corrective action immediately if food is not chilled from 135 °F to 70 °F within 2 hours. The total cooling process from 135 °F to 41 °F may not exceed 6 hours. Take corrective action immediately if food is not chilled from 135 °F to 41 °F within the 6 hour cooling process.
2. One-Stage: Directly from 135 °F to 41 °F within a total of 4 hours. The total cooling process from 135 °F to 41 °F may not exceed 4 hours. Take corrective action immediately if food is not chilled from 135 °F to 41 °F within the 4 hour cooling process.

Date	Product	Start/End Time and Temperature				Corrective Action Taken	
		Start Time Start Temp	Observer(s) Initials	End Time End Temp	Manager Initials	1	2

Start/End Time and Temperature: Note the time and temperature when the cooling process begins. Note the time and temperature when the Manager/last person leaves the facility for the day. If it is not evident that the food will cool to 41 degrees within an acceptable amount of time, discard the food and record a 1 or 2 in corrective action.

Corrective Action:

1= Product did not cool from 135 °F to 70 °F within 2 hours; product was discarded.

2= Product did not cool directly from 135 °F to 41 °F within a total of 4 hours; product was discarded.

TITLE 22. SOCIAL SECURITY
DIVISION 1.8. CALIFORNIA DEPARTMENT OF AGING
CHAPTER 4.(1) TITLE III PROGRAMS – PROGRAM AND SERVICE PROVIDER REQUIREMENTS
ARTICLE 5. TITLE III C-ELDERLY NUTRITION PROGRAM

s 7638.5. Nutrition Requirements of Meals.

(a) Compliance with dietary guidelines:

(1) In accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), each meal shall provide the following to participating individuals:

(A) If the program provides one (1) meal per day, a minimum of one-third (1/3) of the in the Dietary Reference Intakes (DRIs) by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2006), which are incorporated by reference.

(B) If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.

(C) If the program provides three (3) meals per day, one hundred (100) percent of the RDAs.

(2) Meals shall comply with the Dietary Guidelines for Americans (2005. 6th.Edition) by the U.S. Department of Health and Human Services and the USDA, which is incorporated by reference.

(b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:

(1) a meal component system, or

(2) a detailed nutritional analysis.

(c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.

(d) Menus shall:

(1) Be planned for a minimum of four (4) weeks.

(2) Be posted in a location easily seen by participants at each congregate meal site.

(3) Be legible and easy to read in the language of the majority of the participants.

(4) Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

**County of San Diego, Aging & Independence Services
NUTRITION REQUIREMENTS FOR MEALS
Senior Congregate and Home Delivered Meal Programs
Effective July 2014**

MENU PLANNING PROCEDURES

Title 22 of the California Code of Regulations requires the following:

1. Meals must provide a minimum of one-third (1/3) of the DRIs as established by the Food & Nutrition Board, National Academy of Sciences-National Research Council and
2. Meals shall comply with the 2010 Dietary Guidelines for Americans (DGAs) published by the USDA and the U.S. Dept. of Health & Human Services.

In order to meet these requirements, menus shall be planned and served using the following component. The requirements are as follows:

MENU COMPONENT and TARGET NUTRIENTS	REQUIRED SERVINGS PER MEAL* Minimum of 550 calories	MINIMUM SERVING SIZES
Lean Meats or Beans	1 serving	2-3 ounces cooked. (Excludes skin, bones & breading)
Vegetable (Includes potatoes)	1-2 servings	½ cup cooked vegetables. 1 cup lettuce, vegetable quarters/chunks.
Fruit	1 serving	½ cup = one serving 1 cup = one serving of cubed fruit, strawberries, grapes or other similar sized items.
Whole grain or enriched Bread/Pasta/Rice Couscous/Quinoa/ Kashka/Barley	1-2 servings At least ½ of grain intake should be whole grains	1 slice bread (1 oz.) ½ Hamburger bun, bagel, English muffin or sandwich roll ½ cup cooked pasta, rice, etc.
Low Fat Milk or Milk Alternate	1 serving	1 cup
Dessert Can be the Fruit/Grain Serving	Optional	
Fiber	7 grams/meal or averaged over the week	Combination of fruits, vegetables, whole grain

		bread/pasta/rice, beans, legumes, lentils
Sodium	Target of less than 1,000 mg/meal (<½ tsp. salt)	Denote menu items between 300 – 500 mg. sodium/serving with an *. Denote menu items with more than 500 mg sodium/serving with ** or †
Potassium	Target 1,500+ mg /meal	
Oils	7 grams or about 2 tsp.	Vegetable , nut and fish oils, soft vegetable oil spreads with 0 trans fat

* The number of servings per meal estimates provision of 1/3 of the DRIs. Caloric value (1,600 Kcal/day) is based on a sedentary 70 year old female.

MEAL COMPONENTS & TARGET NUTRIENTS

1. **Vitamin C.** Each meal shall provide a food(s) containing a minimum of **25 milligrams of Vitamin C.**
2. **Vitamin A.** A food(s) containing a minimum of **233 mcg. of Vitamin A shall be served at least three (3) times per week for a five (5) day a week menu**, and four times per week for a seven day a week menu.
3. **Fiber.** Each meal shall provide **7 grams of fiber per meal.** You may average fiber content over one week.
 - A. Fiber containing meal components are fruits, vegetables, breads/pasta/rice, whole grains and beans/lentils.
4. **Sodium.** Any menu item containing between **300 - 500 mg. sodium** shall be noted with an * on the menu for educational purposes. Any menu item containing over **500 mg. sodium per serving** shall be noted with ** or † for educational purposes.
 - A. It is recommended to incrementally decrease the amount of overall sodium in the meal over a period of time. Document efforts to reduce sodium content of meals.
 - B. The secondary goal is to decrease the number of high sodium food items (over 500 mg/serving) in a menu cycle.
 - C. **DO NOT use or provide salt substitutes such as potassium chloride.** Individuals should only use these products under the supervision of a healthcare professional.

- D. Sodium list is attached.
5. **Potassium.** High potassium containing foods are encouraged, especially when high sodium food items are served.
- A. Potassium list is attached.
6. **Protein.** Each meal shall provide a minimum of 2-3 ounces of cooked edible portion of **meat, fish, poultry, eggs, cheese, or the protein equivalent.**
- A. The meat in sauces, soups, stews or casseroles, must be a minimum of 2 ounce weight and provide at least 15 grams of protein per serving.
- B. Legume dishes include lentils, dried beans/peas, lima, kidney, navy, black, soybeans, pinto or garbanzo beans, black eyed peas, etc. A one half cup serving is equal to 1 ounce of meat.
- C. Count legumes as either a vegetable OR protein component. Do not count legumes as both a vegetable and a protein component.
- D. A ½ cup serving of cottage cheese is equal to 2 ounces of protein. 2 Tbsp. of Peanut Butter equals 1 ounce of protein. One egg equals 1 ounce of protein.
- E. Be as specific in the type of protein being used and method of preparation. Example: Turkey Meat Loaf, Chicken Enchiladas, Beef Enchiladas, Cheese Enchiladas, Baked Cod, Breaded Cod, Baked Swai, Baked Tilapia, etc. If a change in menu item is made, the Food Service Manager or Head Cook needs to notify the Nutrition Program Manager as soon as a change is made so participants can be informed.
7. **Vegetables.** Each meal shall contain **ONE – TWO (1-2) ½ cup servings**, drained weight or volume, of **vegetables.**
- A. A serving of tossed green salad, chunky vegetables like potatoes, squash or cherry tomatoes or other large items shall be one (1) cup.
- B. Potatoes, potato salad, sweet potatoes, etc. count as a vegetable, not a bread/starch.
- C. Vegetables added as an ingredient to a menu item (example: mixed vegetables in tuna casserole or mushrooms in gravy) must be ½ cup per serving in order for it to count as a serving.
- D. One cup of a cooked vegetable such as in a stir fry dish will count as 2 servings.
8. **Fruit.** Each meal shall contain **ONE (1) ½ cup serving** of fresh, frozen or canned fruit packed in juice, light syrup or without sugar or 100% fruit juice.
- A. Serving size of canned fruit is ½ cup drained.

- B. Example of a serving size of unpeeled, whole fresh fruit is a small to medium sized banana, apple or orange.
 - C. Serving size of cubed fruit or items such as strawberries, grapes, etc is 1 cup.
 - D. Fruit packed in heavy syrup shall be rinsed.
 - E. See #11 below for serving the fruit as dessert.
 - F. Fruit juice can be served however the DGAs encourage the consumption of whole fruit rather than 100% fruit juice. Fruit juice lacks dietary fiber, when consumed in excess can contribute to extra calories and is a high glycemic index food.
9. **Whole grain bread/rice/pasta/etc.** Each meal shall contain **ONE-TWO (1-2) servings of whole grain or enriched bread or bread alternatives (rice, pasta, macaroni, etc.)**
- A. One-half of the daily grain intake should be from whole grains. These include whole grain ingredients that include the word "whole", "entire", "cracked", "crushed" or "groats"; brown rice, oats, cornmeal, oat bran, wheat germ, rye and barley. Fifty-fifty mixtures of white and brown rice meet the requirement for whole grain.
 - B. A serving of cooked pasta or rice is ½ cup. If one cup is served, it will count as 2 servings.
 - C. A serving of bread is one slice or a small dinner roll (1 ounce weight).
 - D. Hamburger buns, hot dog buns, a whole bagel or English muffin, torpedo sandwich breads all count as **2 servings of bread**.
 - E. See #11 below for serving a whole grain/grain as dessert.
10. **Milk/Milk Alternate.** Each meal shall contain **eight (8) ounces of fortified fat-free milk, low-fat milk or low-fat buttermilk.**
- A. Calcium fortified soy milk or other calcium fortified milk replacement with comparable nutrients equivalent to (1/3) of the DRI for calcium can be served.
11. Each meal can contain a **Dessert** to satisfy the caloric requirements or for additional nutrients.
- A. Whole, fresh fruit or canned fruit can be served as a dessert and counted as the fruit serving.
 - B. When a fruit based dessert contains ½ **cup** of fruit per serving, it may be counted as a serving of fruit. Example: pumpkin pie, fruit cobbler, strawberry shortcake, jello with 1/2c. fruit/veggies etc.

- C. A whole grain based dessert contains primarily whole grains. Example: Oatmeal cookies, whole wheat bread pudding, granola, oat bars, etc. can contribute to the whole grain requirement.
 - D. Any other type of sweet, sticky dessert would be optional.
12. **Oils.** Choose plant based oils to provide flavor to meals, essential fatty acids and monounsaturated/polyunsaturated fatty acids.
- A. No food containing artificial trans fat may be stored, distributed, served or used in the preparation of any food within a food facility.
 - B. Limit the consumption of solid fats. Common sources are: butter, beef/chicken/pork fat, stick margarine and shortening. Replace solid fats with plant based oils with beneficial monounsaturated and polyunsaturated fatty acids such as olive oil, canola oil or peanut oil.
 - C. Margarine for bread or as a condiment is not required but recommended. For Dietary Guidelines compliance it is recommended that a soft margarine be used instead of butter or hard margarine.
 - D. If you are providing a choice in salad dressings, provide an olive oil/canola oil based vinaigrette as an option.

Other Considerations and Procedures:

Attached menu format must be used. If another format is used, serving sizes of each menu item must be included on menu.

1. Menus are to be planned for a minimum of 4 weeks.
2. A minimum of 2 months menus are to be planned and submitted to the AIS Nutrition Consultant 2 weeks before implementation. The 4 week cycle and/or menu items can be repeated during the 2 months submitted.
3. Substitutions to meals originally planned must meet the above requirement and be approved by a registered dietitian.
4. Menus are to be posted at the nutrition center in a location easily seen by participants at each congregate meal site. The menus should be legible, easy to read and in the language of the majority of the participants.

Other condiments that are traditionally part of the entrée should be provided. Examples are salad dressing, mustard/ketchup/relish for hotdogs, salsa for Mexican food, cranberry sauce for turkey, etc.

Modifications for home delivered meals are to be reflected on the menu. Some entrees or menu items do not hold up well during home delivery. This should be considered during menu planning.

AGING & INDEPENDENCE SERVICES - COUNTY OF SAN DIEGO

CYCLE: WEEK:

DATES Month & Date	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<u>ENTRÉE</u> Serving=2-3 oz. weight, cooked, edible protein portion					
<u>VEGETABLE</u> Serving= 1-2/day Vit. C = 25 mg/day Vit A = 233 mcg 3 days/week					
<u>FRUIT</u> Serving = 1/day					
<u>WHOLE GRAINS/ BREAD/ CEREAL/ PASTA/ RICE</u> Servings=1-2/day Size=1/2 cup, 1 oz wt, 1 ea					
<u>MILK, 2%, 1%, skim</u> Serving = 8 fl. oz.					
<u>DESSERT, optional</u>					
<u>MODIFICATIONS FOR HOME DELIVERED MEALS</u>					
<u>TOTALS : Sodium*</u> Vit. C mg. / Vit. A mcg.					

June 2016 Senior Menu

◀ May 2016		Jun-16	
Sunday	Monday	Tuesday	Wednesday
			1 Swiss Steak w/ mushrooms and brown rice Soup & salad option Vegetable soup, egg salad on Mixed greens Apple sauce with cinnamon
5	6 Grilled Chicken mashed potatoes and pan ju Soup & sandwich option Corn chowder soup Tuna salad on whole wheat Apple crisp	7 baked salmon v grilled zucchini and white rice Soup & sandwich option Vegetable soup Egg salad on W/W bread Mixed fruit	8 Beef Stew w/ p carrots, celery, onions Soup & sandwich option Lentil soup Turkey lettuce tomatoe on whole wheat tortilla pound cake with strawberries
12	13 Roast Chicken bell peppers and onions white rice Soup & salad option vegetable soup, Cobb salad Apple sauce with cinnamon	14 Sweet & sour p roasted bell peppers, jasmín rice Soup & sandwich option Pesto bean soup Roast beef and melted onion on kaiser roll Mixed fruit	15 Chicken Enchil casserole w/ green beans Soup & sandwich option turkey soup Grilled vegetable wrap W/W peach crustada
19	20 Spagetti w/ mea green beans Soup & salad option Cauliflower soup Chef salad w/ turkey Peach crisp	21 Roast Chicken potatoes and mushrooms Soup & salad option Cream of broccoli egg salad on mix greens Mixed fruit w berries	22 Beef Stroganof egg noodles, broccoli Soup & sandwich option Corn chowder Ham and swiss on whole wt apple tart w/fresh berries
26	27 Beef Patties w/ roasted potatoes and roast carrots. Soup & salad option vegetable soup with beans Broccoli & apple salad diced pineapple and melon	28 Pork Cutlets w/ brown rice, green beans Soup & sandwich option Corn chowder Turkey on focaccia sandwich Orange	29 Chicken Caccia buttered noodles and roast zucchini Soup & sandwich option Carrot ginger soup Roast beef lettuce tomatoe on whole wheat wrap. Peach crisp

				Jul 2016 ▶	
Thursday		Friday		Saturday	
2	Spagetti w/ turk	3	Cashew Chick	4	
meatballs, buttered corn		butterd peas & white rice			
Soup & salad option		Soup & salad option			
Roasted mushroom		Broccoli soup			
Chicken Salad on mix greens		tuna salad on mix greens			
Naval orange		diced fruit			
9	Italian Stlye Til	10	Spinach quiche	11	
brown rice, green beans		buttered corn			
Soup & salad option		Soup & salad option			
Cream of mushroom soup		Beef & vegetable soup			
chicken salad on mixed greens		Grilled vegetables on mix green\			
peach crisp		Diced watermelon			
16	Roasted Turkey	17	Beef Meatloaf v	18	
mashed potatoes and gravyand		honey glazed baby carrots			
buttered peas		and roast potatoes			
Soup & salad option		Soup & salad option			
tomato bisque		lentil soup			
Tuna salad on mixed greens		Egg salad on mxd greens			
Watermelon		Naval orange			
23	Ham Steak w/	24	Tuna Patties w/	25	
brown rice, green beans		jasmine rice and cream corn			
Soup & salad option		Soup & sandwich option			
Cream of mushroom		Roasted vegetable soup			
Egg salad on mixed greens		Chicken salad wrap whole wht			
Orange		tortilla			
		Apple crisp			
30	Baked Tilapia w	Notes:			
herb rice & peas.					
Soup & salad option					
Creamy tomatoe soup					
chicken salad on mixed greens					
Mixed fruit					