


REQUEST FOR PROPOSAL APPLICATION PAGE

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|  <div style="clear: both;"></div> <p>JAYHAWK AREA AGENCY ON AGING, INC. 2910 SW Topeka Blvd. Topeka, KS 66611</p> | <p>RFP NO: 2021-HOME-DELIVERD-01 DATE: February 1, 2021</p> <p>PHONE NO: 785 235-1367 FAX NO: 785 235-2443</p> |
| <p style="text-align: center;">RETURN RFP NO LATER THAN:</p> <p>DATE: March 5, 2021</p> <p>TIME: 4:00 PM Local Time</p> | <p style="text-align: center;">RETURN RFP TO:</p> <p>Jayhawk Area Agency on Aging Sharon Wright – swright@jhawkaaa.org 2910 SW Topeka Blvd Topeka, KS 66611</p> |
| <p>DESCRIPTION:</p> <p style="text-align: center;"><i>OLDER AMERICANS ACT (TITLE III-C) HOME DELIVERED MEAL SERVICES</i></p> <p>The Jayhawk Area Agency on Aging, Inc. (JAAA) has been designated by the Kansas Department for Aging and Disability Services (KDADS) to develop a coordinated and comprehensive plan for the provision of older adult services within its Planning and Service Area (PSA-04). JAAA is accepting proposals for the purpose of negotiation to enter into contracts with service providers for Services under Title III-B, Title III-C, Title III-D and Title III-E services of the Older Americans Act of 1965, as amended, for the older adults in Douglas, Jefferson and Shawnee counties.</p> <p>JAAA is seeking proposals from bidders qualified to provide home-delivered meals for persons 60 years of age and over (and the spouse of customers 60 years of age and older) residing in PSA-04. The service area has an increasing number of older citizens in need of meal services to assist them to remain in their own homes for as long as possible with safety and dignity.</p> <p>This RFP is for a four-year period from October 1, 2021 to September 30, 2025 (fiscal years 2022, 2023, 2024 and 2025) with new contracts being issued at the beginning of each fiscal year. <u>Submit program objectives and budget application for FY 2022.</u></p> <p>To respond to this RFP this cover sheet and the appropriate forms should be completed and submitted. Jayhawk Area Agency on Aging, Inc. is requesting one (1) original clearly marked as such and signed with blue ink.</p> <p style="text-align: center;">Deadline to submit questions: February 17, 2021</p> | |
| MUST BE SIGNED TO BE VALID | |
| COMPANY: | DATE: |
| MAILING ADDRESS: | PHONE: |
| CITY | STATE: ZIP: E-MAIL: |
| SSN OR FEDERAL TAX NO: | TITLE OF AUTHORIZED REPRESENTATIVE: |
| AUTHORIZED SIGNATURE: | PRINTED NAME: DATE: |

Jayhawk Area Agency on Aging, Inc.
STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means Jayhawk Area Agency on Aging, Inc. for which the equipment, supplies, and/or services are being purchased.
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- e. **Buyer** The Contact Person as referenced herein is usually the Buyer.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- i. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by Jayhawk Area Agency on Aging, Inc. to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- j. **May** means that a certain feature, component, or action is permissible, but not required.
- k. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- l. **Shall** have the same meaning as the word must.
- m. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Jayhawk Area Agency on Aging, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from Jayhawk Area Agency on Aging, Inc. as indicated on the first page of the bid/proposal. Such communication shall be received by the deadline for question submission shown on the front page of the RFP.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by Jayhawk Area Agency on Aging, Inc., after the deadline for submission of questions shown on the front page for the RFP may not be answered.
- b. Bidders are cautioned that the only official position of Jayhawk Area Agency on Aging, Inc. is that position which is stated in writing and issued by Jayhawk Area Agency on Aging, Inc., in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Jayhawk Area Agency on Aging, Inc., monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders

which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

- d. Jayhawk Area Agency on Aging, Inc., reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- e. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required and (4) be e-mailed to Jayhawk Area Agency on Aging, Inc., and officially clocked in no later than the exact closing time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. A bid may only be modified or withdrawn by signed, written notice which has been received by Jayhawk Area Agency on Aging, Inc., prior to the official proposal due date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

5. BID/PROPOSAL CLOSING

- a. It is the bidder's responsibility to ensure that the bid is delivered by the official proposal due date and time to Jayhawk Area Agency on Aging, Inc. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by Jayhawk Area Agency on Aging, Inc., to be in the best interests of Jayhawk Area Agency on Aging, Inc.
- b. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- c. When evaluating a bid, Jayhawk Area Agency on Aging, Inc. reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- d. Any award of a contract shall be made by written notification from Jayhawk Area Agency on Aging, Inc.
- e. All bids and associated documentation which were submitted on or before the official proposal due date and time will be considered open records pursuant to the State of Kansas open record law.
- f. Jayhawk Area Agency on Aging, Inc., reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.

- g. Jayhawk Area Agency on Aging, Inc., reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.

- h. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) Jayhawk Area Agency on Aging, Inc.'s acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor must provide accurate, up-to-date monthly program and fiscal reports by the 10th of each month.
- b. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of Jayhawk Area Agency on Aging, Inc.
- c. Payment for all equipment, supplies, and services shall be made in arrears. Jayhawk Area Agency on Aging, Inc. shall not make any advance deposits unless provided in the solicitation document.
- d. Jayhawk Area Agency on Aging, Inc. assumes no obligation for equipment or supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to Jayhawk Area Agency on Aging, Inc.'s rejection and shall be returned at the contractor's expense.

9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agent of Jayhawk Area Agency on Aging, Inc. pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. Jayhawk Area Agency on Aging, Inc.'s right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by Jayhawk Area Agency on Aging, Inc., (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, Jayhawk Area Agency on Aging, Inc., may cancel the contract. At its sole discretion Jayhawk Area Agency on Aging, Inc., may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, Jayhawk Area Agency on Aging, Inc. will issue a notice of cancellations terminating the contract immediately.
- c. If Jayhawk Area Agency on Aging, Inc., cancels the contract for breach, Jayhawk Area Agency on Aging, Inc., reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as Jayhawk Area Agency on Aging, Inc., deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. Jayhawk Area Agency on Aging, Inc., reserves the right to terminate the contract at any time for the convenience of Jayhawk Area Agency on Aging, Inc. without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract, or emailed to the specific contact listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless Jayhawk Area Agency on Aging, Inc., its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, Jayhawk Area Agency on Aging, Inc., shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Title VI of the Civil Rights Act of 1964.

19. OLDER AMERICANS ACT (OAA)

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Older Americans Act.

20. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

21. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold Jayhawk Area Agency on Aging, Inc., its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges,

professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

23. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that Jayhawk Area Agency on Aging, Inc., or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses there under. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to Jayhawk Area Agency on Aging, Inc. any and all such books, documents, papers, and records.

24. HIPPA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
Jayhawk Area Agency on Aging, Inc.

1. Any contracts resulting from the Request for Proposal (RFP) shall comply with and be subject to:
 - A. Title VI of the Civil Rights Act of 1964
 - B. Section 504 of the Rehabilitation Act (ADA)
 - C. 45 CFR 74, 45 CFR Part 92, and EO 12549, as applicable
 - D. 45 CFR Part 1321, as revised
 - E. Federal, State, and local requirements for health, safety, fire, and sanitation
 - F. Older Americans Act of 1965, as amended
 - G. Kansas Department for Aging and Disability Services policies and procedures including HIPPA.
 - H. Jayhawk Area Agency on Aging policies and procedures

A statement of assurances included as part of the Request for Proposal incorporates these requirements. It must be signed as part of the proposal.

2. **INSURANCE**: All bidders, with the exception of contractors that are units of local government, shall have a Certificate of Liability Insurance submitted to the Agency. The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below (**SAMPLE CERTIFICATE ATTACHED**):

- A. **Commercial General Liability including Product and Contractual Liability**

Not less than \$1,000,000 single limit per occurrence for bodily injury, personal injury and property damage.

Minimum \$2,000,000 aggregate.

- B. **Workers' Compensation and Employer's Liability**

Workers' Compensation Statutory
(include all states endorsement)

Employer's Liability \$100,000 each occurrence

Before entering into a contract, the successful bidder shall furnish to Jayhawk Area Agency on Aging, Inc. a Certificate of Insurance verifying such coverage and identifying Jayhawk Area Agency on Aging its' officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make Jayhawk Area Agency on Aging, Inc. a partner or joint venture with the contractor in its operations hereunder.

The Board of Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall be named as additional insureds as respects: Liability arising out of acts performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Jayhawk Area Agency on Aging, Inc. 2910 SW Topeka Blvd. Topeka, KS 66611. Prior to any material change or cancellation, Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by Jayhawk Area Agency on Aging, Inc., its officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2. **TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS**: Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance and bonds. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next acceptable proposal.
3. **CONTRACT PERIOD**: The contract shall be effective October 1, 2021 through September 30, 2022. The Contractor must have secured written agreements with all stated facilities by September 1, 2021 to comply with this contract period.
4. **OPTION TO RENEW CONTRACT**: The Jayhawk Area Agency on Aging, Inc. reserves the sole right to renew said contract annually.
5. **CONTRACT PRICING**: The AAA will reimburse Contractor at a cost per meal. This rate shall remain firm during the contract period.
6. **ACCOUNTING POLICIES**: Nutrition service providers must establish general accounting procedures and follow Generally Accepted Accounting Principles. Accounting records must be supported by source documents. (see attached; KDADS FSM 4.1.5.G)

7. LICENSES AND PERMITS: The contractor will ensure, without expense to the Jayhawk Area Agency on Aging, Inc., that any necessary licenses and permits have been obtained.
8. CODES AND REGULATIONS: All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.
9. ADDITIONAL SERVICES: The Jayhawk Area Agency on Aging, Inc. reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
10. NEGOTIATIONS: The Jayhawk Area Agency on Aging, Inc. reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
11. PUBLICITY CLAUSE: Any publicity releases and materials published in connection with the project shall conspicuously acknowledge support of the Jayhawk Area Agency on Aging, Inc and the Kansas Department for Aging and Disability Services.
12. OWNERSHIP: Any work product or deliverable report or data provided to the Jayhawk Area Agency on Aging, Inc. as a result of work performed while under contract shall be considered the property of the Jayhawk Area Agency on Aging, Inc. and may be used in any fashion the Jayhawk Area Agency on Aging, Inc. deems appropriate.
13. ELECTRONIC VERSION: The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Jayhawk Area Agency on Aging, Inc., shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file at the Jayhawk Area Agency on Aging, Inc. governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
14. TECHNICAL ASSISTANCE: The Jayhawk Area Agency on Aging staff will be available to provide technical assistance, as requested. You may contact the agency at 2910 SW Topeka Blvd., Topeka, KS 66611, (785) 235-1367.
15. Applicants shall be free from any conflicts of interest, K.A.R. 26.3.1.(1)(B).<http://www.kslegislature.org/ksadminregs/26-3-1.html>. Applicant organizations may be either public agencies, not-for-profit or for-profit organizations.

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| ACORDTM CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) |
| PRODUCER Your Insurance Agency | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| | | |
| INSURED Must include applicant meal provider | | INSURERS AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: |
| | | NAIC # |

| COVERAGES | | | | | | |
|---|-------|--|---------------|----------------------------------|-----------------------------------|---|
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | |
| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
| | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ PER DAMAGE TO RENTED PREMISES (Ea occurrence) \$ TERMS MED EXP (Any one person) \$ OF PERSONAL & ADV INJURY \$ CONTRACT GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$ |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Additional insured – Jayhawk Area Agency on Aging, Inc., its officers, agents and employees. | | | | | | |

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| CERTIFICATE HOLDER Jayhawk Area Agency on Aging 2910 SW Topeka Blvd Topeka, KS 66611 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
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1. INTRODUCTION & STATEMENT OF NEED

The proposal shall be designed to promote improved health and well-being of persons 60 years of age and older (and the spouse of customers 60 years of age and older), in Douglas, Jefferson and Shawnee County through 1) serving of a hot, well-balanced meal, five days per week, Monday through Friday, during the noon hour, 2) an outreach program targeted to reach older individuals with the greatest economic or social needs, with particular attention given to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas and 3) the provision of a nutrition education program.

2. STATEMENT OF PURPOSE

The purpose of the Request for Proposal, in accordance with requirements of the Older Americans Act, are:

- a. To deliver to the homes of eligible customers, hot meals which provide 1/3 of the current Recommended Daily Allowance, five days a week, Monday through Friday, during the noon hour, a minimum of 249 days each year.
- b. To develop and implement an outreach plan to inform potential customers about the program to encourage them to participate. The outreach plan is to be designed to reach the socially and economically disadvantaged elderly of the proposed area, targeting the low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.
- c. To develop and implement a nutrition education plan designated to provide nutrition education to home delivered customers.

3. SCOPE OF SERVICES

The services as required to be provided by the Contractor hereunder shall include the following:

- a. Contractor will deliver to the homes of eligible customers, hot meals which provide 1/3 of the current Recommended Daily Allowance, five days a week, Monday through Friday, during the noon hour, a minimum of 249 days each year.
- b. The Contractor agrees to have available meals that will consist of 1/3 of the current Recommended Daily Allowances (RDA's) which includes:

2.5 ounces meat/minimum 20 grams protein, 2 servings of vegetables (1/2 cup serving each) or 1 serving of vegetables (1 cup serving), 1 serving of fruit (2/3 cup serving), 8 ounces fat free or 1% milk or 1 serving of low fat dairy (such as cheese, yogurt, or fortified soy beverage), 2 servings whole and enriched grains (half being whole grain), with appropriate fats and oils, and limited sugars. (See attached; KDADS FSM 4.1.7, 4.1.8, and 4.1.9)
- c. Contractor will have a registered and/or licensed (both designations are preferred) dietitian, employed or contracted, provide menus that meet the Kansas Department for Aging and Disability Services menu planning and certification requirements. The Contractor will submit to AAA a copy of each dietitian's license. The Contractor will ensure copies of the dietitian's certified menus will be submitted to JAAA by September 1, 2021. (see attached; KDADS FSM 4.1.7, 4.1.8 and 4.1.9)
- d. Contractor must present a means of receiving input into menu planning by customers.
- e. Contractor must provide Match funding for the OAA Title IIIC-2 federal funding, and make known the source of the Match funding. Program Income (donations from customers) cannot be used as Match.
- f. Contractor must inform customers of the opportunity to contribute to the cost of the meal. The privacy of the customer with respect to the contribution must be protected. Any eligible persons will not be denied service if unable to contribute to the cost of the meal. Contributions will be considered program income and will be used only to expand nutrition services.
- g. Contractor must establish a suggested donation amount for meals for eligible persons.
- h. Contractor must be certified to accept SNAP Benefits Cards for meal contributions.
- i. Contractor shall ensure compliance with all applicable federal, state and local laws and regulations governing the preparation and handling of food, and shall procure and keep in effect all necessary licenses/permits in a prominent place within the meal preparation area as required.
- j. Contractor shall indemnify the AAA against any loss or damage (including attorney's fees and other cost of litigation) caused by negligent acts or omissions of Contractor's agents or employees or subcontractors. The Contractor shall defend any suit against AAA alleging personal injury, sickness or disease arising out of the consumption of the food served by the Contractor or its subcontractors. The Contractor shall promptly notify the AAA in writing of any claims against the Contractor or AAA, and in the event of a suit being filed.
- k. Contractor shall not advertise, promote, reproduce, or publish any report, information, data, or other documents produced in whole or part pursuant to the terms herein without the prior written consent of AAA.

- l. Contractor and its subcontractors shall not deny any services or otherwise discriminate in the delivery of services to anyone who meets the eligibility criteria for the *Home Delivered* Program. Discrimination on the basis of race, color, religion, sex, age, sexual orientation, national origin, ancestry, physical or mental disability or because such person is a recipient of Federal, State, or local public assistance is prohibited.
- m. Contracted home delivered nutrition service providers must coordinate with other in-home services providers to implement a coordinated system of comprehensive in home care. Home delivered nutrition service providers must develop and implement procedure for routinely encouraging those eligible participant whose conditions improve to participate in a Congregate Nutrition program. (KDADS FSM 4.3.2.C and 4.3.2.E)
- n. Contractor will allow AAA to assess and evaluate the Contractor annually and the nutrition sites once each fiscal year. Monitoring visits will be conducted periodically.
- o. Contractor must complete Abbreviated Uniform Assessments (AUAI) on each eligible customer receiving Title III-C 2 services, (KDADS FSM 2.5, 2.6, and 2.7).
- p. Contractor shall implement certification criteria for the KDADS Abbreviated UAI for determining customer eligibility for home delivered meals. (KDADS FSM 2.5, 2.6 and 2.7)
- q. Contractor must abide by Kansas Department on Aging Field Service Manual Policies for the "Eligibility for Home-Delivered Meals". (KDADS FSM 2.6 and 4.3) In accordance with requirements of the Older Americans Act, persons eligible for home delivered meals are:
 - i. persons 60 years of age and older who are home bound, based on KDADS definition of home bound in 4.1.3
 - ii. persons 60 years of age and older who are geographically isolated, based on 4.1.3
 - iii. person 60 years of age or older who is a caretaker, as long as it is in the customer's best interest, based on KDADS definition of a caretaker in 4.1.3
 - iv. spouse of an older eligible customer, if in customer's best interest
 - v. disabled or dependent individual who resides in a non-institutional setting with an eligible participant, if it is in the participant's best interest
 - vi. registered congregate meal participant who needs home delivered meals due to illness or condition, only allowed up to 30 consecutive days per calendar year. (KDADS FSM 4.1.3 and 4.3.1)
- r. Contractor will ensure that AUAI assessments are entered into the State of Kansas's KAMIS reporting system per KDADS policies.
- s. Contractor must ensure non-duplication of customer assessments by abiding by KDADS FSM 2.6.2F; which states 'all programs, providers and Area Agencies on Aging (AAAs)/Case Management entities (CME) must accept other programs', or AAA's/CMEs assessments as long as each assessment meets the time frame according to Section 2.6.2L, and is complete and comprehensive enough to cover the services provided.'
- t. Contractor will ensure provided meals are entered monthly into KAMIS, data must be entered by the 10th of the month following the month meals were served, per KDADS policies.
- u. Contractor must provide accurate, up-to-date monthly program reports, this would include the KDADS form 225. They must maintain on file customer registration forms, (Abbreviated Uniform Assessments and Uniform Program Registrations), attendance and program income forms for each meal site and other information as requested.
- v. Contractor will conduct customer satisfaction surveys to analyze at a minimum; food quality, staff is friendly and knowledgeable about the program, facility appearance, and allow written comments from customers.
- w. Contractor will submit a plan for the collection of program income from customers in each county.
- x. Contractor must report Program Income (customers donations) to the AAA by the 10th of the month following the month donations were received and donations will be used for the expansion of services in accordance with OAA Section 315(b)(4)(E).
- y. Contractor will submit monthly financial reports to the AAA by the 10th of the month following the month services were provided. (see attached financial report form)
- z. Contractor must submit a final financial report to the AAA thirty days following the contract period, (see attached form). The financial report includes costs per month and year to date breakdown for Primary and Associated costs and Program Management costs, revenues per month and year to date are broken down by program income, USDA, other resources, required match and federal Title IIIC-2 funds.
- aa. The AAA will pay the Contractor within 30 days after reconciling the Contractor's invoice to KAMIS.

- bb. All programmatic and financial records and supporting documentation must be accessible to the Area Agency staff and maintained for five (5) years. The nutrition provider will perform such audits as the agreement requires and will not restrict auditors hired by the Area Agency from reviewing any aspect of this contract.
- cc. All proposals and program budget revisions must be submitted on proper proposal forms and be approved by the Area Agency Board of Directors and the Kansas Department for Aging and Disability Services prior to implementation.
- dd. Each nutrition site must have a person designated as Site Manager who is responsible for the day-to-day operation of the site. Duties of the Site Manager shall include, but are not limited to:
 - i. Maintenance of meal reservations, attendance, program income and volunteer records.
 - ii. Supervision of site personnel/volunteers.
 - iii. Submission of customer registration forms, Uniform Program Registrations.
 - iv. Attendance at applicable training programs.
- ee. Contractor must maintain home-delivered meal operations during the contract period of October 1, 2021 through September 30, 2022.
- ff. Contractor will continue to provide home delivered service in areas as currently in operation as of October 1, 2021.

C. JAYHAWK AREA AGENCY ON AGING, INC. reserves the following rights:

- a. To reject any and all proposals received.
- b. To impose additional conditions warranted by determinations of organizational, administrative, financial or programmatic risk

D. JAYHAWK AREA AGENCY ON AGING REQUEST FOR PROPOSAL TENTATIVE TIMELINE:

| | |
|------------------------------|------------------------|
| Announce RFP | February 1, 2021 |
| Deadline to submit questions | February 17, 2021 |
| DEADLINE TO SUBMIT | March 5, 2021 |
| Interviews | Week of March 29, 2021 |
| AAA Approval | Week of April 19, 2021 |
| Begin Project | October 1, 2021 |

E. EVALUATION PROCESS:

The proposals will be evaluated by an Evaluation/Allocations Committee composed usually of Jayhawk Area Agency on Aging, Inc. personnel and members of JAAA Board of Directors and Advisory Council. Members of the Evaluation/Allocations Committee will independently review and rate each proposal based on the listed criteria.

The Jayhawk Area Agency on Aging, Inc.'s RFP process is usually a two-step process. The first step consists of an Evaluation/Allocations Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the following.

Firm Experience performing similar work
Key staff or Firm personnel experience
Responsiveness to the RFP
Applicable resources
Project understanding/approach

(See attached Ranking sheets)

The Evaluation/Allocations Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation/Allocations Committee member will provide a numerical score. Following the tabulation of numerical scores, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Executive Director and the Evaluation/Allocations Committee. In the case where interviews are waived, the firm receiving the lowest choice point total will be selected to begin negotiations with Jayhawk Area Agency on Aging, Inc.

Interviews shall be independently evaluated by each Evaluation/Allocations Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation/Allocations Committee or JAAA prior to opening of proposals.

Following the interviews and addition of interview points to each Allocations Committee member's score sheet, each member's set of scores will be ordered by JAAA as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, the selected firm will be decided by drawing lots.

Following the interviews the Evaluation/Allocations Committee's intent is to select and/or recommend to the AAA Advisory Council one (1) firm (hereafter referred to as Contractor) to provide the Jayhawk Area Agency on Aging, Inc. the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. JAAA reserves the right to not enter into a contract if a satisfactory proposal is not submitted.

The Evaluation/Allocations Committee members will be asked to comply with the Jayhawk Area Agency on Aging, Inc.'s Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
- 3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.
- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

E. INSTRUCTIONS FOR RESPONDING TO THIS RFP

- F.** The attached proposal forms are to be completed as instructed, **one (1) original clearly marked as such and signed with blue ink** returned in response to the RFP. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS.

SAMPLE
PROPOSAL RANKING SHEET

Firm: _____

SCORING GUIDELINES

| | <u>35 Point Question</u> | <u>25 Point Question</u> | <u>20 Point Question</u> | <u>10 Point Question</u> |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| Outstanding | 29-35 | 21-25 | 17-20 | 9-10 |
| Exceeds Acceptable | 22-28 | 16-20 | 13-16 | 7-8 |
| Acceptable | 15-21 | 11-15 | 9-12 | 5-6 |
| Marginal | 0-14 | 0-10 | 0-8 | 0-4 |
| | | | <u>Maximum Points</u> | <u>Score</u> |
| 1. Project Approach: | | | 35 | _____ |
| Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal. | | | | |
| 2. Quality of Similar Work: | | | 20 | _____ |
| Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP? | | | | |
| 3. Firm Personnel: | | | 25 | _____ |
| Consider comparable experience and background of the <u>specific</u> personnel that shall be assigned to the Jayhawk Area Agency on Aging, Inc.'s project(s) as outlined in the proposal. Also consider the <u>specific</u> involvement of those persons in projects noted in the proposal. | | | | |
| 4. Overall Responsiveness: | | | 10 | _____ |
| Consider whether all requested information was furnished by the firm in the format required by RFP. | | | | |
| 5. Applicable Resources: | | | 10 | _____ |
| Evaluate the extent of applicable resources available to the firm to complete Jayhawk Area Agency on Aging, Inc.'s project(s) as listed in the proposal | | | | |
| | | | TOTAL POINTS | _____ |
| | | | RANKING | _____ |
| Ranked By: _____ | | | Date: _____ | |

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc.'s Conflict of Interest Policy:

- 1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.
- 2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.
- 3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.
- 4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

SAMPLE
INTERVIEW RANKING SHEET

Firm: _____

SCORING GUIDELINES

| | <u>35 Point Question</u> | <u>15 Point Question</u> | |
|---|-------------------------------------|-------------------------------------|---------------------|
| Outstanding | 29-35 | 12-15 | |
| Exceeds Acceptable | 22-28 | 9-11 | |
| Acceptable | 15-21 | 6-8 | |
| Marginal | 0-14 | 0-5 | |
| | | <u>Maximum Points</u> | <u>Score</u> |
| 1. Project Approach: | | 35 | _____ |
| Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)? | | | |
| 2. Key Staff Members: | | 35 | _____ |
| Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion. | | | |
| 3. Firm Experience: | | 15 | _____ |
| Based on the proposal/interview evaluate the firm's experience with similar projects. | | | |
| 4. Staff Utilization: | | 15 | _____ |
| Based upon the proposal/interview and any contact with previous clients of firm determine capability and demonstrated ability to meet schedules and deadlines. | | | |

SUBTOTAL POINTS

Ranked By: _____ **Date:** _____

.....

The Evaluation/Allocations Committee member above agrees to comply with the Jayhawk Area Agency on Aging, Inc. Conflict of Interest Policy:

1) Any possible conflict of interest on the part of any board member shall be disclosed to other board members and made a matter of record, both through an annual procedure and when the interest becomes a matter of board action.

2) Any board member having a possible conflict of interest shall not vote or use his/her personal influence on the matter. The minutes of the meeting shall reflect that a disclosure was made, and the abstention from voting by that member.

3) The foregoing requirements do not mean that a board member is prevented from stating her/his position in the matter, nor from answering pertinent questions from other board members.

4) To ensure against one obvious conflict of interest, it is against policy for any JAAA board member to serve as a staff member or board member of any agency to which JAAA provides funding or from which JAAA receives funding.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS

The following numbered instructions below correspond to the numbers of the questions in the proposal forms.

- FORM 1: Show name and address of the firm, which is submitting this form for the project.
- 1d. List the name, title, telephone number and email address of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
- 1e. Give the address of the specific office, which will have responsibility for performing the announced work.
- FORM 2: The proposal must include an organizational chart detailing the administrative framework of the program and a staffing chart detailing personnel and the supervisory authority of staff.

This section must specify a full-time person who will direct the program.

Duties of the Director shall include, but not be limited to:

- a) Program and budget planning.
- b) Implementing of the proposal.
- c) Monitoring of program and fiscal activities.
- d) Recruitment and selection of program staff, paid and volunteer, under an Affirmative Action Plan as specified in the KDADS Field Services Policy Manual.
- e) Fiscal and program accountability.
- f) Day to day operation of the program.
- g) Submission of reports as required by the Area Agency.

In addition to the Director, the program must provide sufficient paid and volunteer staff to provide a viable nutrition program as outlined in the Request for Proposal (RFP).

Insert an organizational chart detailing the administrative framework of the program and a staffing chart detailing personnel and the supervisory authority of staff.

- 6. FORM 3: The proposal must include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.
- 7. FORM 4: Answer the questions to describe how services will be provided by the organization.
- 8. FORM 5: Answer the questions to describe the project service.
- 9. FORM 6: Provide a narrative answer the questions listed at the top of the page.
- 10. FORM 7: Provide a narrative answer the questions listed at the top of the page.
- 11. FORM 8: Provide a narrative answer the questions listed at the top of the page.
- 12. FORM 9: Provide a narrative answer the questions listed at the top of the page.
- 13. FORM 10: Provide a narrative answer the questions listed at the top of the page.
- 14. FORM 11: Provide a narrative answer the questions listed at the top of the page.
- 15. FORM 12: Provide a narrative answer to the questions listed at the top of the page.
- 16. FORM 13: Submit the requested information and provide answers to the questions.
 - a. Provide the most recent complete year's Profit and Loss Statement for only the service that OAA funding is being requested.
 - b. Provide the most recent complete year's Profit/Loss Statement for the full-agency.
 - c. Provide the most recent complete year's Balance Sheet for the full-agency.
- 17. OTHER INFORMATION:
 - a. Provide a copy of the firms Affirmative Action Plan.
 - b. Provide a copy of the firms Articles of Incorporation.
 - c. Provide a copy of the firms By-Laws.
- 18. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

TABLE OF CONTENTS

The following table set forth the specific items to be addressed in your proposal. Respondents must return this page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

| | Response Page Number |
|--|---------------------------------|
| A. REQUEST FOR PROPOSAL APPLICATION PAGE (cover page) | Page 1 |
| B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers. | Page 2 |
| C. FORM 1 – BIDDER PROFILE | Page 3 |
| D. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE | Page 4 |
| E. CODE OF CONDUCT ASSURANCE | Page 5 |
| F. REQUEST FOR PROPOSAL AGREEMENTS | Page 6 to 8 |
| G. FORM 2: ADMINISTRATION OF THE PROJECT | Pages to |
| H. INSERT: Staffing Organizational Chart | Page |
| I. FORM 3: AUTHORITY TO SIGN | Page |
| J. FORM 4: SERVICE DELIVERY SYSTEM (Use multiple pages if necessary). | Pages to |
| K. FORM 5: PROJECT SERVICE (Use multiple pages if necessary). | Pages to |
| L. FORM 6: PROJECT MANAGEMENT OBJECTIVES (Use multiple pages if necessary). | Page |
| M. FORM 7: VOLUNTEER PLAN OBJECTIVES (Use multiple pages if necessary). | Page |
| N. FORM 8: TRAINING PLAN OBJECTIVES (Use multiple pages if necessary). | Page |
| O. FORM 9: PROGRAM EVALUATION OBJECTIVES (Use multiple pages if necessary). | Page |
| P. FORM 10: FOOD SERVICE OPERATIONS OBJECTIVES (Use multiple pages if necessary). | Page |
| Q. FORM 11: OUTREACH OBJECTIVES (Use multiple pages if necessary). | Page |
| R. FORM 12: NUTRITION EDUCATION OBJECTIVES (Use multiple pages if necessary). | Page |
| S. FORM 13: FINANCIAL INFORMATION | Page |
| T. INSERT: Affirmative Action Plan and/or statement | Page |
| U. INSERT: Articles of Incorporation | Page |
| V. INSERT: Agency By-Laws | Page |
| W. INSERT: List of Current Governing Board of Directors (including Board positions). | Page |
| X. INSERT: Most recent complete year's Profit and Loss Statement for only the service that OAA funding is being requested | Page |
| Y. INSERT: Most recent complete year's Profit/Loss Statement for the full-agency. | Page |
| Z. INSERT: Most recent complete year's Balance Sheet for the full-agency. | Page |
| AA. INSERT: Excel Spreadsheet Budget Pages | Pages to |

FORM 1 – BIDDER PROFILE

| | |
|--|---|
| 1. Firm Name & Address | 1c. Licensed to do business in the State of Kansas ____ yes no ____ |
| | 1d. Name, Title, Telephone Number and email address of Principal to Contact |
| 1a. Firm is ____National ____Regional ____Local | 1e. Address of office to perform work, if different from item 1 |
| 1b. Year Firm Established: | |
| 2. Written summary of any administrative actions taken within the last two years or now pending against the applicant by any federal, state, or local governmental grantor or regulatory agency. If not applicable, please type N/A. | |
| 3. Summary of any pending legal action which the applicant is, or has within the last one year, been a party. | |
| 4. List type of organization ____Public Agency____Private Non-Profit Agency____Private For-Profit Agency | |
| 5. List sales tax status of organization: _____Sales tax exempt _____Not sales tax exempt | |

ASSURANCE OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COMPLIANCE

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Name of Applicant (type or print) (hereinafter called the "Applicant").

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc. (hereinafter called the "Grantor"), a recipient of federal financial assistance from the Department of Health and Human Services (HHS); and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant by the Grantor, this Assurance shall obligate the Applicant, or in the case of any transfer for such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Grantor, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The applicant recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the Grantor or the United States, or both, shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: This form must be completed by applicants for federal financial assistance from the Kansas Department for Aging and Disability Services and/or Jayhawk Area Agency on Aging, Inc.

KDOA-441

CODE OF CONDUCT ASSURANCE**CODE OF CONDUCT ASSURANCE**

The recipient of this award shall develop and maintain a written, signed code or standards of conduct which shall govern the performance of its officers, employees, or agents engaged in awarding and expending federal grant funds. The Standard of Conduct must include the following:

1. The recipient agency's officers, employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors.
2. All persons on the policy-making board and all employees in top management will file signed conflict of interest statements which will set forth any organizational, financial, or familiar relationship with actual or potential providers of services under funds from the Older Americans Act.
3. Persons serving on the Jayhawk Area Agency on Aging advisory council who are also staff or board members of projects being considered by the advisory council will be expected to remain silent in any presentation of those projects and refrain from voting on such projects.
4. Such standard or code shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards either by the officers, employees, or agents of the recipient agency or by subcontractors or their agents.

Signature of Authorized Official of the
Bidding Organization

Title

Date

NOTE: Above is not the code but merely assures that such a code will be adopted.

REQUEST FOR PROPOSAL AGREEMENTS

The Applicant Agency:

Agrees that the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the regulations and policies and procedures established by the Kansas Department on Aging, and the Area Agency on Aging in making an award of funds.

Agrees that where subcontractors are proposed for the operation of one or more components of the proposal, and are approved as part of any award of funds under Title III the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Kansas Department on Aging and Area Agency on Aging for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures, and will ensure that all expenditures incurred by the subcontracting agency(ies) will be in accordance with cost policies and procedures established by the Kansas Department on Aging and Area Agency on Aging in keeping with the guidelines of the U.S. Administration on Aging. Copies of the proposed subcontracts are submitted with this application.

Agrees to cooperate with the Area Agency on Aging in its efforts toward developing a comprehensive and coordinated system of services for individuals who are 60 years of age or older by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

Agrees to provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively on the project. Costs for such training have been included in the budget developed for the project and submitted as part of this application.

Agrees to actively seek qualified older persons for paid positions on the project. Agrees to make provision for volunteer opportunities for older persons.

Agrees to cooperate and assist in efforts undertaken by the Area Agency on Aging, the Kansas Department on Aging, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

Agrees that no personal information obtained from any individual in conjunction with the project shall be publicly disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency on Aging. Applicant agency agrees to surrender individual's records at the Area Agency on Aging request.

Agrees to keep such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed against such funds.

Agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and regulations issued pursuant thereto. Also, further certifies that the applicant agency has no commitments or obligations, which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party, which participate in this project, shall have no such commitments or obligations.

Is cognizant of and agrees to operate the project fully in conformance with all applicable state and local standards, including fire, health, safety and sanitation standards, prescribed in law or regulations.

All materials published in connection with the project described above shall conspicuously acknowledge the support of the Older Americans Act, the Kansas Department for Aging & Disability Services and the Jayhawk Area Agency on Aging.

That this agreement shall remain in force only as long as federal funds are made available from the Kansas Department for Aging and Disability Services in support of the project as described, and that the agreement may be terminated by either party upon sixty (60) days' notice.

The title and ownership of all property and equipment purchased by the applicant agency with monies awarded by the Area Agency on Aging provided through the Kansas Department for Aging and Disability Services shall be taken in the name of said applicant agency and in event of dissolution, discontinuance, assignation or transfer of said project, activity, program or equipment, the Area Agency on Aging shall have the right to immediate possession of the same and may enter upon the premises where said equipment is located and seize and remove the same and applicant agency agrees to peacefully surrender the same.

Agrees to follow priorities set by the Area Agency on Aging for serving individuals who are 60 years of age or older with the greatest economic or social need with particular attention given to low income older individuals, including low income minority older individuals, older individuals with limited English proficiency and older individuals residing in rural areas. Understands they may not use a means test.

Agrees to specify how the needs of low-income minority individuals will be satisfied and to serve low-income minority individuals at least in the proportion they represent of the total population in the area served.

Understands that any violation or breach of the approved application may cause immediate withholding, suspension, or termination of federal funds and appropriate administrative or legal action may be taken.

Agrees to develop a system for collection of contributions, which provides each older person with an opportunity to contribute, protects the privacy of each older persons with respect to their contribution, and ensures that neither undue pressure is used to obtain contributions nor are services denied to a person who will not or cannot contribute.

Agrees to report all project income and that it be included and used in an approved budget in the period generated. Agrees that the proper staff persons responsible for the receipt and expenditure of federal funds will be bonded.

Agrees that a physical inventory of property shall be taken every year of project operation to assess the condition of the property and the results reconciled with property records to verify the existence, current utilization, and continued need for the property.

Agrees to develop and implement a control system, which insures adequate safeguards to prevent loss, damage, or theft of the property both during and after federal support of the project.

Agrees to provide adequate maintenance procedures to keep the property in good condition both during and after federal support of the project.

Agrees that in the event of a disaster affecting older persons all resources provided by this grant will be made available to the Jayhawk Area Agency on Aging if requested.

Agrees to provide an affirmative action plan for equal employment opportunity containing specific goals, action steps, and timetables. The affirmative action plan shall be reviewed and updated annually. The Area Agency on Aging will neither approve nor renew grants or contracts to agencies, which do not have an acceptable affirmative action plan. In cases where the project is a public agency, it will establish and

maintain methods of personnel administration, which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the U.S. Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods shall be maintained in the files of the project and shall be made available to the Area Agency on Aging upon request.

Agrees to comply with all provisions of Section 504 of the Rehabilitation Act of 1973 and subsequent state and federal policies implementing said act.

Agrees to operate its program or activity so that, when viewed in its entirety, the program or activity is readily accessible to disabled persons. Where structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.

Agrees to comply with the provisions and standards contained in Americans with Disabilities Act (A.D.A. - 28 C.F.R. Part 35) and Kansas House Bill No. 2602.

Agrees to establish, make available to customers, and follow a grievance procedure for older individuals who are dissatisfied with or denied services under the Older Americans Act.

Agrees to comply with the following procedure for requests for hearing (appeals) filed by the customers ("older individuals" under the Older Americans Act):

Notice of Action Including Notice of Appeal Rights. Unless otherwise provided for by regulation, appeals of any action proposed or taken by any subgrantee or contracted (including any employee or contractor of either of them) shall be carried out pursuant to K.A.R. 26-4-1 et seq. The Area Agency on Aging shall give persons or entities (including customers, subgrantees, or contracted) directly affected by any Area Agency on Aging action timely notice of action pursuant to K.A.R. 26-4-1 and in the notice of action shall include notice of the right to appeal the action. Subgrantees or contractors are to give customers timely notice of action pursuant to K.A.R. 26-4-1 and to notify customers of their appeal rights in every notice of action.

Subgrantees or contractors, subject to their own appeal rights, to be bound by and comply with the final order, decision, or judgement issued in any appeal by the presiding officer, a hearing panel, the Secretary of Aging, the District Court, or the Kansas appellate court with final jurisdiction in the same manner as is the Subgrantee or Contractor had appeared and defended the action which was appealed.

Signature of authorized official of the applicant organization

Date

(The Jayhawk Area Agency on Aging shall add any additional conditions or assurance it determines to be necessary as part of its agreement.)

FORM 2 – ADMINISTRATION OF THE PROJECT

1. Describe the proposed number and job assignments of staff. Indicate full or part-time, permanent or temporary.
 - a. Paid Staff _____
 - b. Volunteer Staff _____
2. Specify how the organization plans to target older individuals with greatest economic and social needs, with particular attention to low- income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals living in rural areas.
3. Describe the in-service training to be provided for all staff.
4. Describe plans for obtaining continued support for the project.

5. Describe the applicant's plans for on-going monitoring and review of project objectives to assure the project is meeting the objectives as established in this application. The monitoring plan should identify barriers to completion of objectives.
6. Describe the step by step procedure for collecting contributions which include; how the opportunity to contribute is provided, how the contributor's privacy is protected, and how contributions are protected and reported.
7. Describe how the service will be evaluated by the applicant agency.
8. Provide an organization chart of staff.

FORM 3 –AUTHORITY TO SIGN

Please include the names and titles of individuals having 'Authority to Sign' documents and make commitments for the agency. This would include individuals who have authority to sign the monthly reports; financial reports/invoices and program reports as required by JAAA.

| | |
|---|---|
| Name and Title: | Name and Title: |
| Project Assignment: | Project Assignment: |
| Name of firm with which associated: | Name of firm with which associated: |
| Years experience: With the firm _____ With Other Firms_____ | Years experience: With the firm _____ With Other Firms_____ |
| Education: Degree(s)/Year/School/Specialization | Education: Degree(s)/Year/School/Specialization |
| Active Registration: Year First Registered/Discipline | Active Registration: Year First Registered/Discipline |
| Other Experience and Qualifications relevant to the proposed project: | Other Experience and Qualifications relevant to the proposed project: |

FORM 4 – SERVICE DELIVERY SYSTEM

| | |
|--|--|
| Describe in detail (attach additional pages as needed) how services will be provided by the organization. | |
| 1. The geographic area served: | 1 a. Are services available county-wide? If not, please describe the boundary lines. |
| b. How will the urban areas of the county be served? | |
| c. How will the remote rural areas of the county be served? | |
| 2. What are the requirements, if any, for an individual to participate in the service? | |
| 3. How will the public, older individuals, agencies and community leaders be informed of the service? | |
| 4. Describe how the outreach efforts will be carried out, especially for serving older persons with greatest economic and social need with particular attention to low-income older individuals, including low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. | |
| 5. How will the program be coordinated with other aging programs and service agencies in the public and private sector? | |
| 6. What holiday service is available? | |
| 7. Will frozen meals be available? If yes, explain the procedure to prepare and distribute. | |

FORM 5 – PROJECT SERVICE

1. List days of the week that meal will not be served to home delivered participants.
2. What is the project's procedure to make-up meals when an unplanned interruption of service occurs?
3. Describe the project's procedure for delivering meals to the homebound during an emergency or 3 day interruption of service.
4. Provide a list of sites and addresses where home delivered meals are packaged and distributed. If other locations are used as drop off points to distribute home delivered meals, please list these locations also.

FORM 6 – PROJECT MANAGEMENT OBJECTIVES

The Project Management Objectives of the proposal must include, but are not limited to:

- a. The process by which the home delivered customer will provide input into the quality of services of the Title III-C (2) program.
- b. The applicant governing board involvement in the planning and operation of the program.
- c. The paid and volunteer staff empowered to conduct the administrative functions within the program.
- d. The administrative goals which the program will seek to achieve during the fiscal year.

FORM 7 – VOLUNTEER PLAN OBJECTIVES

The Volunteer Plan Objectives of the proposal must include, but are not limited to:

- a. The staff positions to be filled by volunteers.
- b. Volunteer recruitment procedures.
- c. Training to be provided for volunteers.
- d. The plan for recognizing volunteers for their contributions to the program.
- e. The number of volunteers and the number of volunteer hours to be utilized by the program.

FORM 8 – TRAINING PLAN OBJECTIVES

The Training Plan Objectives of the proposal must include, but are not limited to:

- a. A plan to provide for the training of all staff engaged in the administration of the program, whether the staff person is paid or a volunteer. Training must be related to the specific job responsibilities of each staff position. (KDADS FSM 4.1.5.E)

FORM 9 – PROGRAM EVALUATION

The Program Evaluation Objectives of the proposal must include, but are not limited to:

- a. The in-house methods used to evaluate and monitor the program, this **must include a customer satisfaction survey for the Title III-C (2) program.**
- b. The frequency of in-house evaluations and monitoring activities.
- c. Procedures for resolution of noted deficiencies derived from evaluation and/or monitoring activities.

FORM 10 – FOOD SERVICE OPERATIONS OBJECTIVE

The Food Service Objectives shall include, but are not limited to:

- a) The food preparation method.
- b) The procedure and schedule for transporting food, supplies and equipment from central kitchens/caterers to the nutrition sites.
- c) The procedure for utilization of a Licensed Registered Dietitian, (paid, volunteer, or contracted)
- d) The procedure for developing written procedures that assure the availability of meals during an emergency.
- e) Describe the duties of the home delivered meal site managers
- f) State the procedure followed to complete an Abbreviated Uniform Assessment Instrument for each eligible customer.

FORM 11 – OUTREACH OBJECTIVES

The Outreach Plan Objectives shall include, but are not limited to:

- a) The number of unduplicated persons planned to receive outreach services and the number of units to be provided annually.
- b) The methods the project will use to assure activities are targeted toward the older individuals with the greatest economic and social needs with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency and the older individuals residing in rural areas.
- c) The designation of personnel responsible for outreach activities.
- d) The procedure used for recording and reporting outreach activities.

FORM 12 – NUTRITION EDUCATION OBJECTIVES

The Nutrition Education Objectives shall include, but are not limited to:

- a) The personnel responsible for planning and presentation of nutrition education programs.
- b) To provide nutrition education programs to eligible homebound customers based on needs of eligible customers. (KDADS FSM 4.3.2.A)
- c) The procedure used for recording and reporting homebound customers receiving nutrition education, per KDADS requirements.
- d) The number of unduplicated homebound customers to receive nutrition education and the number of units of service to be provided.

FORM 13 – FINANCIAL INFORMATION

Please submit with application:

1. Submit the most recent complete year's Profit and Loss Statement for only the service that OAA funding is being requested. If funding is being requested for multiple services, submit a Profit and Loss Statement for each funding service. Include all income sources used with OAA to provide the service for a full year.
 - i. Shawnee County providers can substitute Form 9D from the SCAC application instead of Profit and Loss Statement if it applies to the same service.
2. Submit the most recent complete year's Profit/Loss Statement for the full-agency.
3. Submit the most recent complete year's Balance Sheet for the full-agency.

What was the total number of units that were provided during that same time period? (Include all units for the period, not just JAAA units.)

Calculated cost per unit

| | | |
|------------|----------------------|----------|
| | Total expenses | \$ _____ |
| divided by | Total units provided | _____ |
| Equals | Cost per unit | \$ _____ |

OTHER REQUESTED INFORMATION

Submit the following with your request for proposal:

1. Provide a copy of the firms Affirmative Action Plan.
2. Provide a copy of the firms Articles of Incorporation.
3. Provide a copy of the firms By-Laws.
4. Provide a list of the current governing Board of Directors, including position titles.

PROJECT BUDGET (See excel spreadsheet for budget pages.)

1. A detailed budget with a cost justification for each line item shall be submitted.
2. All budget items must be reasonable and necessary to the achievement of the objectives.
3. Indirect, contingency and miscellaneous costs are not allowed.
4. Title III-C of the Older Americans Act will provide up to eighty-five percent (85%) of the net program costs.
5. A minimum of fifteen percent (15%) of the net program costs must be contributed by the applicant. This contribution may be met with state funds, local cash and/or in-kind support.
6. **Program Income revenue cannot be used as Match for the grant.**
7. NSIP (formerly USDA) funds are to be computed at \$.65 for each meal served to an eligible customer, (based on current rate for FY-2020 meals).

2.5 Uniform Program Registration Process

2.5.1 Purpose

The Uniform Program Registration form (UPR-001) is required to achieve consistency of data collection to efficiently and effectively determine eligibility and manage services and programs, to provide the most equitable system to customers, and to collect required data for funding source reporting.

2.5.2 Uniform Program Registration (UPR) Requirements

- A. The UPR may be completed by the customer, either
 1. Individually, without assistance, or
 2. With face-to-face or telephone assistance from a UPR reviewer.
- B. The AAA must develop and implement a written policy and procedure to ensure customers wanting to register for services specified in Sections 2.5.2.B and 2.5.2.C can easily access, complete and return the UPR, either in paper or electronic format (e.g., by facsimile or other electronic media), and/or by telephone.
- C. As specified in Section 2.7.3, only persons who meet the qualifications, training and certification requirements may review the UPR.
- D. The UPR must be completed and data entered into the state identified database system for the following services, listed with funding source(s):
 - Congregate Meals
 - Older Americans Act (OAA) III C1
 - Congregate Meal- Illness Related Home Delivered
 - OAA III C2
 - Nutrition Counseling
 - OAA III C1 (for Congregate Meal customers)
 - OAA III D
 - Assisted Transportation
 - OAA III B
- E. Area Agencies on Aging (AAAs) and AAA contractors must develop and implement a written policy and procedure to ensure non-duplication of customer assessment and registration.
- F. The UPR must be completed pursuant to the UPR Instruction Manual, including appendices and updates, available on the KDADS Provider Website.

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES

Section 2.5 Uniform Program Registration Process

Effective Date: October 15, 2013

Revision: 2013-06

2.5.2 (cont.)

- G. If a laptop computer is used while completing a registration in a customer's home, the customer's electricity must not be used to power the computer unless approved by the customer. The customer's phone line may only be used if the cost is not charged to him or her.
- H. Once determined eligible, the eligibility period is 365 days. Subsequently, a new UPR must be completed annually, and within 365 days of the previous UPR. The Kansas Department for Aging and Disability Services (KDADS) will not pay for meals or services that are provided to customers who have not been determined currently eligible for the program or service for which they have applied as specified in FSM Section 4.2.
- I. To initiate the KDADS automated billing process each month, data entry of all required forms must be completed by the 24th of the month following the month services were provided.

KANSAS DEPARTMENT ON AGING

Section 2.6

UAI and AUAI Process

Effective Date: September 1, 2010

Revision: 2010-05

2.6 Uniform Assessment Instrument and Abbreviated Uniform Assessment Instrument Process

2.6.1 Purpose

The Uniform Assessment Instrument (SS-005) and the Abbreviated Uniform Assessment Instrument (SS-003) are required to achieve consistency in the assessment process and data collection, to efficiently and effectively determine eligibility and manage services and programs, to provide the most equitable system to customers, and to collect required data for funding source reporting. Consult the Aging Taxonomy for the service definition of assessment and related funding sources.

2.6.2 Uniform Assessment Instrument (UAI) and Abbreviated Uniform Assessment Instrument (AUAI) Requirements

- A. As specified in Section 2.7.3, only persons that are qualified, trained and certified may conduct the Full UAI or Abbreviated UAI.
- B. Full UAI Requirements
 - 1. The Full UAI is required for all services under the following funding sources and programs:
 - a. Home and Community Based Services/ Frail Elderly Waiver (HCBS/FE)
 - b. Senior Care Act (SCA)
 - c. Expedited Service Delivery (ESD)
 - 2. The Full UAI is required for the following services listed with funding source(s):
 - a. Adult Day Care/Adult Day Health
 - Older Americans Act (OAA) III B
 - b. Assessment
 - OAA III B
 - TCMSGF
 - c. Attendant/Personal Care
 - OAA III B
 - d. Case Management
 - TCM
 - OAA III B
 - e. Homemaker
 - OAA III B

KANSAS DEPARTMENT ON AGING

Section 2.6

UAI and AUAI Process

Effective Date: September 1, 2010

Revision: 2010-05

2.6.2 (cont.)

C. Abbreviated Uniform Assessment Instrument (AUAI) Requirements

An Abbreviated UAI is required for the following services listed with funding source:

1. Assessment

- OAA III B
- OAA III C2

2. Chore

- OAA III B

3. Home Delivered Meals

- OAA III C2

4. Nutrition Counseling (for Home-Delivered Meals customers)

- OAA III C2

D. UAIs must be completed in accordance with the most current UAI Instruction Manual.

E. The most comprehensive assessment or registration required for the services must be used.

F. All programs, providers, and Area Agencies on Aging (AAAs)/Case Management Entities (CMEs) must accept other programs', providers', or AAAs'/CMEs' assessments, as long as each assessment meets the timeframe according to Section 2.6.2.I, and is complete and comprehensive enough to cover the service(s) provided.

G. AAAs/CMEs and service providers must develop and implement a written policy and procedure to ensure non-duplication of customer assessment and registration.

H. The assessment must be customer driven, and must not be conducted against the wishes of the customer.

I. If a customer refuses to participate in an assessment to the extent that his or her eligibility for a program or service cannot be determined and there is no designated person to act on the customer's behalf, he or she cannot receive services. (See program eligibility criteria.) The reason the customer refused to answer assessment questions must be documented in the comments section of the UAI.

J. If a laptop computer is used while conducting an assessment in a customer's home, the customer's electricity must not be used to power the computer unless approved by the customer. The customer's phone line may only be used if the cost is not charged to him or her.

KANSAS DEPARTMENT ON AGING

Section 2.6

UAI and AUAI Process

Effective Date: September 1, 2010

Revision: 2010-05

2.6.2 (cont.)

- K. The Kansas Department on Aging (KDOA) will not pay for meals or services that are provided to customers who have not been determined eligible for the program or service. A customer is considered eligible if he or she has had an assessment and has been found eligible for the program or service.
- L. Timeframe Requirements:
1. The assessment must be completed within six (6) working days of the date the Standard Intake Information Form was completed or ES3160 received from the Kansas Department of Social and Rehabilitation Services (SRS), with the following exceptions:
 - a. A waiting list exists for the services the customer requested and the customer is not interested in exploring other options;
 - b. The customer or his/her family requests the assessment be postponed; or
 - c. The customer cannot be reached, which is documented in the file.
 2. For up to six (6) working days, a AAA or nutrition provider may opt to serve Home Delivered Meals to a person whose eligibility has not been determined on the Abbreviated UAI. KDOA will not pay or reimburse for home delivered meals that are provided to customers determined ineligible. The AAA or nutrition provider must ensure that OAA program-related funds are not used to provide services to ineligible persons, either prior to and/or after ineligibility has been determined on the Abbreviated Assessment.
 3. Assessments are valid up to 365 days unless there has been a significant change. (See Section 1.1 for the significant change definition.) Instances that would allow the reassessment to be completed later than 365 days would include the following:
 - a. Hospitalization and the customer is unable to participate in the assessment;
 - b. Planned brief stay in a nursing facility; or
 - c. Admitted to a rehabilitation facility.

In these instances, the reassessment and data entry must be completed the week preceding discharge or no later than three (3) working days after discharge or notification that discharge has occurred.
 4. To initiate the KDOA automated billing process each month, data entry of all required forms such as, but not limited to, UAIs, AUAI, Uniform Program Registrations (UPRs), Caregiver Assessment Plans (CAPs) and plans of care (POCs), must be completed on or before:
 - a. The 15th of the month for TCMSGF and ESD; and
 - b. The 24th of the month for SCA and OAA funded services.

KANSAS DEPARTMENT ON AGING

Section 2.7 AUAI and UPR Trainer, UAI and AUAI Assessors, and UPR Interviewer Requirements

Effective Date: September 1, 2010

Revision: 2010-05

2.7 AUAI and UPR Trainer, UAI and AUAI Assessors, and UPR Interviewer Requirements

2.7.1 Purpose

In order to provide efficient and effective training and certification to all persons that complete training sessions on assessment and registration processes, the Kansas Department on Aging (KDOA) has established policies to govern persons designated by KDOA, the Area Agencies on Aging (AAAs), Case Management Entities (CMEs), and KDOA direct contractors to be Abbreviated Uniform Assessment Instrument (AUAI) and Uniform Program Registration (UPR) Trainers, Uniform Assessment Instrument (UAI) Assessors, AUAI Assessors, and UPR Interviewers.

2.7.2 UAI, AUAI, and UPR Trainer Requirements

- A. KDOA shall have the responsibility for conducting all training sessions, certification, and recertification of all UAI Assessors. KDOA shall provide training materials and written documentation of successful completion of training.
- B. KDOA shall have responsibility for conducting all training sessions, certification and recertification of all AUAI and UPR trainers. The AAA shall have responsibility for verification of trainer education, experience qualifications, and written documentation of training completion.
- C. AUAI and UPR Trainers shall be one of the following:
 - 1. An employee of a AAA;
 - 2. An employee of a AAA provider that is designated as a potential trainer by the AAA;
 - 3. An independent contractor that is designated as a potential trainer by the AAA; or
 - 4. An employee of a KDOA direct contractor that is designated as a potential trainer by the contractor.
- D. Experience and education qualifications of AUAI and UPR Trainer:
 - 1. One year of experience as an AUAI assessor or UAI assessor; and
 - 2. A high school diploma.

KDOA will not waive the educational requirements; however, a waiver of the experience requirement may be granted upon written request to the Secretary.

KANSAS DEPARTMENT ON AGING

Section 2.7 AUAI and UPR Trainer, UAI and AUAI Assessors, and UPR Interviewer Requirements

Effective Date: September 1, 2010

Revision: 2010-05

2.7.2 (cont.)

- E. Trainers must attend initial and recertification training sessions that cover all assessment and registration forms. Recertification training sessions will be scheduled when changes or updates occur. There will not be any waivers of the training and certification requirements.
- F. The following are the AUAI and UPR Trainer's responsibilities.
 - 1. The trainer must adhere to all applicable policies which include:
 - a. Standard Intake Information Form Requirements, Section 2.4;
 - b. Uniform Program Registration (UPR) Requirements, Section 2.5;
 - c. AUAI Requirements, Section 2.6; and
 - d. AUAI Assessor and UPR Interviewer qualifications and certification requirements, Section 2.7.3.
 - 2. Communicate and coordinate within the AAA to determine the need for training sessions on the AUAI and/or UPR.
 - 3. Schedule and conduct both the initial and recertification training sessions as necessary. (See Section 2.7.3 for requirements regarding AUAI Assessor and UPR Interviewer initial and recertification training sessions.)
 - 4. Include in each training session the forms, policies, procedures, and information necessary for the potential AUAI Assessor or UPR Interviewer to successfully complete their assessment or interview tasks.
- G. In the event that KDOA, the AAA, or the KDOA direct contractor receives a complaint or determines the trainer fails to meet the policy requirements in Section 2.7.2, KDOA, the AAA, or the KDOA direct contractor will work with the trainer to resolve the issue.
- H. In the event the trainer fails to meet policy requirements in a substantive manner or consistently fails to meet the policy requirements, KDOA may suspend or terminate the certification of any trainer. Notwithstanding the foregoing, the AAA or KDOA direct contractor who has hired the individual to provide training may reassign them, remove training from their job responsibilities, suspend or terminate the trainer from employment or the contract for training purposes. In the event any such action is a result of either a failure to meet policy requirements in a substantive manner or consistent failure to meet the policy requirements, the AAA or KDOA direct contractor shall notify KDOA of the entirety of the circumstances surrounding the action taken.

KANSAS DEPARTMENT ON AGING

Section 2.7 AUAI and UPR Trainer, UAI and AUAI Assessors, and UPR Interviewer Requirements

Effective Date: September 1, 2010

Revision: 2010-05

2.7.3 UAI Assessor, AUAI Assessor, and UPR Interviewer Requirements

- A. Assessors and Interviewers shall be one of the following:
 - 1. A KDOA employee;
 - 2. An employee of a AAA/CME ;
 - 3. An employee of a AAA provider that is designated as an assessor or interviewer by the AAA;
 - 4. An independent contractor that is designated as an assessor or interviewer by the AAA/CME; or
 - 5. An employee of a KDOA direct contractor that is designated as an assessor or interviewer by the contractor.
- B. Experience and education requirements for Full UAI Assessors
 - 1. One year of experience as defined by the AAA/CME or for KDOA staff, as defined by KDOA; and
 - 2. Education requirements:
 - a. Four-year degree from an accredited college or university with a major in gerontology, nursing, health, social work, counseling, human development, family studies, or related area as defined by the AAA/CME; or
 - b. A Registered Nurse licensed to practice in Kansas.
 - 3. The AAA/CME must verify experience, education and certification requirements are met for assessors identified in 2.7.3.A.2-4. The AAA/CME must maintain these records for five (5) years following termination of employment.
- C. Experience and education qualification requirements of Abbreviated UAI Assessors
 - 1. One year of experience as defined by the AAA or KDOA direct contractor; and
 - 2. At least a high school or general education diploma.
 - 3. The AAA must verify experience, education and certification requirements are met for assessors identified in 2.7.3.A.2-4. The AAA must maintain these records for five (5) years following termination of employment.

KANSAS DEPARTMENT ON AGING

Section 2.7 AUAI and UPR Trainer, UAI and AUAI Assessors, and UPR Interviewer Requirements

Effective Date: September 1, 2010

Revision: 2010-05

2.7.3 (cont.)

- D. Experience and education qualifications of a UPR Interviewer shall be defined by the AAA that employs or contracts with the interviewer.

The AAA must verify experience, education and certification requirements are met. The AAA must maintain these records for five (5) years following termination of employment.

- E. Assessors and interviewers must attend initial certification and recertification training sessions that cover the form(s) the assessor or interviewer is being certified to complete. There will not be any waivers of the training and certification requirements.
- F. An assessor or interviewer that has not conducted any assessments or interviews within the last six months must repeat the training and certification requirements for the assessment and/or registration he or she will use.
- G. UAI and AUAI Assessors shall adhere to the requirements in Section 2.6.2. UPR Interviewers shall adhere to the requirements in Section 2.5.2.
1. In the event that KDOA, the AAA/CME, or the KDOA direct contractor receives a complaint or determines the assessor or interviewer fails to meet the policy requirements, KDOA, the AAA/CME, or the KDOA direct contractor will work with the assessor or interviewer to resolve the issue.
 2. In the event that an assessor or interviewer consistently fails to meet policy requirements, KDOA, the AAA/CME, or the KDOA direct contractor who designated the assessor or interviewer may suspend or terminate his or her certification status.

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES

Section 4.1

Nutrition Services

Effective Date: October 1, 2014

Revision: 2014-01

4.1 Nutrition Services

4.1.1 Purposes

- A. The purposes of Nutrition Services administered by the Kansas Department for Aging and Disability Services are as follows:
1. To reduce hunger and food insecurity;
 2. To promote socialization of older individuals; and
 3. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior. (OAA, Section 330)

4.1.2 Target Population

- A. Nutrition services are targeted to people 60 years of age or older in greatest social and economic need, particularly low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. An additional target criterion of the home delivered nutrition services program is that program resources are targeted to those most in need of meals and at greatest nutritional risk. (OAA, Section 305 A1E)

4.1.3 Program Definitions

- A. **Caretaker** - An individual 60 years of age or older who is a non-spousal family member or other individual, and is providing a service(s) free of charge to an eligible participant of home delivered nutrition services.
- B. **Congregate Meal** - A meal provided to an eligible participant in a congregate setting.
- C. **Congregate Setting** - A congregate nutrition center, non-traditional setting, or satellite meal site that complies with the Americans with Disabilities Act (ADA) and where two (2) or more people gather.
1. **Congregate Nutrition Center** - This is a meal site, or facility licensed by the Kansas Department of Agriculture (KDA), in which a congregate nutrition service provider supplies a service.
 2. **Non-Traditional Setting** - This is a congregate setting such as a church or apartment building where pre-packaged meals are delivered and served. No licensure by KDA is required.
 3. **Satellite Meal Site** - A location licensed by KDA for the service of congregate or home delivered nutrition services. The food is prepared in a central kitchen and delivered in bulk to this location.

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4.1.3 (cont.)

- D. **Cost of the Meal** - The total projected cost of the congregate or home delivered meal program, less applicable costs for nutrition education and nutrition counseling, divided by the total projected number of meals to be served.
- E. **Customer** - See General Program Definitions, Section 1.1.
- F. **Department** - The Kansas Department for Aging and Disability Services (KDADS), created by KSA 75-5903 *et seq.* and any amendments thereto.
- G. **Dietary Reference Intakes (DRI)** - A set of nutrient-based reference values established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences that include: Estimated Average Requirements (EARs), Recommended Dietary Allowances (RDAs), Adequate Intakes (AIs), and Tolerable Upper Intake Levels (ULs). They are based on scientifically grounded relationships between nutrient intakes and indicators of adequacy, as well as the prevention of chronic diseases, in apparently healthy populations.
- H. **Dietary Supplement** - A product (other than tobacco) intended to supplement the diet that bears or contains one or more of the following ingredients: a vitamin; a mineral; an herb or other botanical; an amino acid; a dietary substance for use by man to supplement the diet by increasing the total dietary intake; or a concentrate, metabolite, constituent, extract, or combination of any of these ingredients. (FD&C 321.11)
- I. **Dietitian** - A professional who is registered with the Academy of Nutrition and Dietetics and/or licensed in the State of Kansas as a Dietitian.
- J. **Eligible Participants** - Individuals who meet the eligibility criteria for the program.
- K. **Food Code** – Food safety regulations that govern licensed food service establishments, retail food stores, and food vending companies. A copy of the current KDA Food Code (KAR 4-28-8 as amended) can be obtained from the KDA website.
- L. **Food for Special Dietary Uses** - Means particular (as distinguished from general) uses of food, as follows:
1. Uses for supplying particular dietary needs which exist by reason of a physical, physiological, pathological or other condition, including but not limited to the conditions of diseases, convalescence, pregnancy, lactation, allergic hypersensitivity to food, underweight, and overweight; and
 2. Uses for supplying particular dietary needs which exist by reason of age, including but not limited to the ages of infancy and childhood; and

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4.1.3.L (cont.)

3. Uses for supplementing or fortifying the ordinary or usual diet with any vitamin, mineral, or other dietary property. Any such particular use of a food is a special dietary use, regardless of whether such food also purports to be or is represented for general use.
 4. The use of an artificial sweetener in a food, except when specifically and solely used for achieving a physical characteristic in the food which cannot be achieved with sugar or other nutritive sweetener, shall be considered a use for regulation of the intake of calories and available carbohydrate, or for use in the diets of diabetics and is therefore a special dietary use (21CFR105.3)
- M. **High Nutritional Risk** - An individual who scores six (6) or higher on the DETERMINE Your Nutritional Risk checklist published by the Nutrition Screening Initiative, which is reflected on the Department's UAI and AUAI as the Nutrition Risk Screen.
- N. **Home Delivered Meal** - A meal provided to an eligible participant who resides in a non-institutional setting.
- O. **Homebound** - The status of an individual that:
1. Is physically homebound and/or socially homebound; and
 2. Is unable to prepare meals for himself or herself because of:
 - a. Limited physical mobility; or
 - b. A cognitive impairment; or
 - c. Lacks the knowledge or skills to select and prepare nourishing and well-balanced meals; and
 3. Lacks an informal support system such as family, friends, neighbors, or others who are willing and able to perform the service(s) needed, or the informal support system needs to be temporarily or permanently supplemented.
- P. **Isolated** - Geographic isolation due primarily to an individual residing in a rural location that does not afford access to a congregate setting because:
1. A congregate setting is not located in the community; and
 2. No transportation is available to a neighboring community with a congregate setting; or
 3. The older individual is not able, or chooses not, to drive to a neighboring community with a congregate setting.

4.1.3.P (cont.)

- a. The intent of this definition of isolated is to allow Area Agencies on Aging (AAAs) to serve those few older individuals who live in a rural setting and are not able to access congregate meals in a neighboring community. The definition is not intended to permit services in a community where a large number of older individuals choose, for whatever reason, not to participate in a nearby congregate setting.
 - b. NOTE: AAAs are encouraged to place greater emphasis on services to those older individuals who are homebound due to functional impairment (two or more Activities of Daily Living or Instrumental Activities of Daily Living) than on those who only meet the "isolation" eligibility criterion.
- Q. **Mechanically Altered Diet** - A diet specifically prepared to alter the texture or consistency of food to facilitate oral intake. Examples include soft solids, pureed foods, ground meat, and thickened liquids. A mechanically altered diet should not automatically be considered a therapeutic diet.
- R. **Medical Food** - Food which is formulated to be consumed or administered enterally under supervision of a physician, and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on recognized scientific principles, are established by medical evaluation.
- S. **Medical Nutrition Therapy (MNT)** - Nutritional diagnostic, therapy, and counseling services for the purpose of disease management which are furnished by a registered dietitian or nutrition professional. MNT is a specific application of the Nutrition Care Process and Model in clinical settings that is focused on the management of disease. MNT involves in-depth individualized nutrition assessment and a duration and frequency of care using the Nutrition Care Process to manage disease.
- T. **Non-Eligible Participants** - Individuals who do not meet the eligibility criteria for the program.
- U. **Nutrition Counseling** - Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian to address the options and methods for improving nutrition status.
- V. **Nutrition Service Provider** - An agency or entity that is awarded Older Americans Act (OAA) Title III C to provide at least one hot or other appropriate meal per day, five or more days a week, and any additional meals that the recipient of an OAA grant or contract may elect to provide.

4.1.3 (cont.)

- W. **Person in Charge** - The individual in charge of the licensed food establishment and present during all hours of operation. This person must demonstrate knowledge of food-borne disease prevention, application of the Hazard Analysis Critical Control Point (HACCP) principles, and the requirements of the Food Code. This knowledge must be demonstrated by compliance with the Food Code, or by having passed an approved food protection program (such as Serv-Safe), or by responding correctly to the KDA inspector's questions.
- X. **Physically Homebound** - An individual who cannot leave his or her house under normal circumstances (i.e., without assistance) due to illness and/or incapacitating disability and is unable to participate in the congregate nutrition program.
- Y. **Potentially Hazardous Food** - A food that requires time/temperature control for safety to limit pathogenic microorganism growth or toxin formation.
- Z. **Pre-Packaged** - A program meal that is pre-portioned on plates, trays, or other single service containers at a KDA licensed facility for delivery to a non-traditional setting for immediate consumption.
- AA. **Socially Homebound** - An individual who chooses not to receive meals at a congregate setting and, in the assessor's professional judgment, the individual is psychologically, emotionally, or socially impaired.
1. This category is for those few, isolated cases where the individual, due to one of the impairments listed above, is uncomfortable in the congregate setting and chooses not to receive nutrition services unless they are home delivered.
- BB. **Take-out Meal** - A congregate meal the eligible participant removes from the congregate setting prior to consumption.
- CC. **Therapeutic Diet** - A diet ordered by a physician to manage problematic health conditions of a specific individual. Therapeutic refers to the nutritional content of the food. Examples include calorie-specific, low-salt, low-fat, lactose free, and no added sugar.
- DD. **Voucher** - A payment method for services provided under an agreement with appropriate eating establishments in the community, i.e., cafes and hospitals, grocery stores with in-store dining.

4.1.4 Nutrition Services Incentive Program (NSIP)

- A. A meal is eligible for NSIP support if it:
1. Is served to an eligible participant;

4.1.4.A (cont.)

2. Meets the nutrition requirements prescribed by KDADS; and
 3. Meets all remaining standards established for meals served under OAA Title III C.
- B. Within 90 days of the last day of the report month, nutrition service providers that receive NSIP support must report adjustments that increase the number of meals served. However, adjustments that reflect decreases in NSIP support will be accepted beyond the 90-day period.

4.1.5 Nutrition Service Provider Requirements

- A. AAAs must establish written procedures and assign staff to annually assess central nutrition project operations and individual congregate settings to determine whether nutrition service providers are meeting policies applicable to their programs. A copy of the assessment report including findings, recommendations, and corrective actions is to be sent to the provider within 60 calendar days after the assessment visit. KDADS has the right to access each provider and center, and the AAA assessment of the nutrition services provider, when it deems necessary.
- B. Nutrition service providers must complete the appropriate form (see Sections 2.5 and 2.6) to determine eligibility, ensuring that individuals requesting services are eligible. KDADS will not reimburse for meals served to non-eligible participants.
- C. Nutrition service providers must operate efficiently and effectively. "Efficiently" refers to the relative total cost of providing a unit of service. "Effectively" refers to the capacity to provide a defined service as intended by the OAA, which includes service quality, quantity, and timeliness that meet the intent of the OAA.
- D. Nutrition service providers must utilize appropriate paid and/or volunteer staff to assure satisfactory fiscal and administrative management and food service systems are in place for the program.
- E. Nutrition service providers must provide for the training of all staff engaged in the administration of the program, whether the staff person is paid or not. Training must be related to the specific job responsibilities of each staff member.

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4.1.5 (cont.)

- F. Nutrition service providers must maintain insurance coverage with a company authorized to do business in Kansas and maintain at least \$200,000 per occurrence and \$600,000 annual aggregate liability insurance to indemnify and recompense participants and their families for physical, emotional, monetary, and property damages caused by the provider's, their trustee's, employees' or agents' negligent or reckless acts or omissions. Upon written request, the provider shall provide the AAA with written verification of the existence of the required insurance coverage, including copies of the policy's declaration sheets. The AAA shall include in any agreement with a provider the requirement that the provider obtain and maintain insurance coverage, as specified herein.
- G. Nutrition service providers must establish general accounting procedures and follow Generally Accepted Accounting Principles. Accounting records must be supported by source documents.
- H. Nutrition service providers must maintain control and accountability for all contract funds, real and personal property, and other assets. Nutrition service providers must adequately safeguard all such property and assure that only authorized persons use the property for approved program specific purposes.
- I. Nutrition service providers must comply with the auditing requirements in KAR 26-2-9, as amended. The provider must participate in timely and appropriate resolution of audit findings and recommendations.
- J. Nutrition service providers must solicit the expertise of a licensed or registered dietitian or other individual with equivalent education and training in nutrition science, or if such an individual is not available, an individual with comparable expertise in the planning of nutritional services (OAA 339.1) to:
 - 1. Oversee the following functions:
 - a. Serve as a resource in nutrition program planning and implementation;
 - b. Plan, coordinate, and/or provide nutrition education at congregate settings and for home delivered eligible participants; and
 - c. Monitor and provide technical assistance and training as needed in the areas of food purchasing, preparation, and service.
 - 2. Perform the following functions:
 - a. Certify that all menus used by the nutrition provider meet policy set by KDADS, and assist in planning menus as needed;

4.1.5.J.2 (cont.)

- b. Provide nutrition counseling to participants relative to their special dietary needs, as necessary and if funding is available; and
 - c. Plan and assure proper preparation and service of modified and therapeutic diets when provided.
- K. The dietitian whose services are utilized by the provider to fulfill the requirements listed in paragraphs J and K above must fully disclose any relationship with the food service contractor utilized by the provider to prevent conflict of interest.
- L. Nutrition service providers must develop written procedures that assure the availability of meals during an emergency.
- M. Certified menus of meals served must be retained for a minimum of three (3) years after the date on which the grant period ends.

4.1.6 Food Management

- A. There must be a Person in Charge at every licensed food establishment pursuant to KDA regulations.
- B. Food-Borne Illness Prevention and Identification
 - 1. Nutrition service providers must immediately report, in writing, all suspected occurrences of food-borne illness to the appropriate AAA and KDADS.
 - 2. Nutrition service providers must have written procedures for handling suspected cases of food-borne illness.
 - 3. The Person in Charge must be present during food preparation and service of meals that are not pre-packaged.
 - 4. The Person in Charge must know when to restrict or exclude food handlers and when to report illnesses to the food regulatory authority. Food handlers must be free of any communicable disease and comply with the current Food Code published by KDA, including food preparation and service policies and procedures, and health, cleanliness, and hygienic practices.
- C. Purchase or Procurement
 - 1. Nutrition service providers must use table settings that are appropriate for older individuals. The nutrition service providers must make appropriate food containers and utensils for individuals with disabilities available, upon request.

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4.1.6.C (cont.)

2. All foods contributed to the nutrition service provider must meet the standards of quality, sanitation, and safety that apply to foods that are purchased commercially by the provider. Foods processed, prepared, or canned in the home may not be used in Title III C meals.
3. Nutrition service providers must maintain food inventory records and cost records.

D. Preparation and Service

1. Current menus must be posted at each congregate site, and upon request, must be provided to home delivered meal participant.
2. Standardized recipes must be used in food preparation to assure consistent quality and quantity.
3. The meal service period must be adequate for all participants. Flexible service time may be offered as long as food safety procedures are established.
4. Temperature or "time only" must be used as food safety control during holding, delivery, and service of potentially hazardous food and must comply with the current Food Code.

E. Nutrition service providers that have central kitchens with satellite meal sites, non-traditional settings, home delivered, or catered meals must deliver the meals in a safe and sanitary manner. Food transporting equipment must be cleaned and sanitized daily.

F. Cost Control

1. Nutrition service providers must establish procedures that forecast or estimate attendance. Every effort must be used to keep waste at a minimum.
2. Excess food must not be ordered or prepared for the purpose of having leftovers. Food preparation kitchens with proper storage facilities may freeze food that has not been heated more than once, for future use or use in individual frozen meals.
3. If second helpings are available, they may be offered to participants for immediate consumption.
4. Nutrition service providers, at their discretion and per written food safety policy, may allow participants to take out food and milk remaining from their own served meal.
5. When food has been removed from the premises, its safety is the sole responsibility of the participant.

4.1.6.F (cont.)

6. Extra or unserved food not served must not be given or sold to an employee or volunteer.

4.1.7 Menu Certification Criteria

- A. The menu must consider the special needs of older adults.
- B. The meals must comply with federal nutrition policy in the most recent Dietary Guidelines for Americans published by the Secretary of Health and Human Services and the Secretary of Agriculture.
 1. A minimum of 33 1/3% of the DRIs when one (1) meal a day is provided and
 2. A minimum of 66 2/3% of the DRIs when two (2) meals a day are provided.
- C. The menus must be appealing and demonstrate good menu planning techniques. Offering choices of foods on a daily basis is strongly encouraged.
- D. The menu must incorporate input solicited from older adults, including their food preferences and needs.
- E. Menus must be made available for review two (2) weeks prior to meal preparation.
- F. A Registered or Licensed Dietitian must certify, in writing, that the menu conforms to menu certification criteria in Sections 4.1.8 and 4.1.9.
 1. The recommended approach to meal planning is food based.
 2. A food based planning approach that exemplifies the most recent Dietary Guidelines for Americans using the recommended servings for the food groups as well as fats and oils, and sweets and added sugars may be used (see Section 4.1.8 for details).
 3. A nutrient-based planning approach using computer analysis leading to meals that are consistent with the most recent Dietary Guidelines for Americans may be used (see Section 4.1.9 for details).
- G. A maximum of two (2) meals per day, per participant, is allowed;

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4.1.7 (cont.)

- H. Nutrient intake recommendations for meals provided to each participant are shown on Table 1, Dietary Reference Intakes (DRIs) for Older Adults. Meals planned using the food based approach are considered to meet nutrient intake recommendations when the serving sizes and guidelines regarding food components are followed. When using a food-based planning approach, computerized nutrient analysis may be helpful, but is not essential, as long as nutrition projects use an accepted method to control the calorie, saturated fat, added sugars, and sodium content of the meals. Meals planned using a nutrient-based planning approach are considered to meet nutrient intake recommendations when menus are appropriate in calorie content and meet the recommended dietary allowance (RDA) or adequate intake (AI) values. All nutrients are important.
- I. Menus will show a reduction in sodium over time as low sodium products are commercially available. The sodium amount in Table 3 is the starting point. Providers should strive to be below this recommendation. The goal is 33 1/3 percent of the Dietary Guidelines for Americans 2010 recommendation, or 500 mg per meal.
- J. OAA funding does not cover the cost of dietary supplements, including vitamin or mineral supplements. Fortified foods must be used to meet nutrient intake recommendations for Vitamins B12 and D.
- K. Table 1. Dietary Reference Intakes (DRIs): Recommended Dietary Allowances and Adequate Intakes, Vitamins, Minerals and Macronutrients – Food and Nutrition Board, Institute of Medicine, National Academies

| | Vitamin A (μ d) ^a | Vitamin C (mg/d) | Vitamin D (μ d) ^{b,c} | Vitamin E (mg/d) ^d | Vitamin K (μ d) | Thiamin (mg/d) | Riboflavin (mg/d) | Niacin (mg/d) ^e | Vitamin B ₆ (mg/d) |
|------------------|--------------------------------------|---------------------|--|----------------------------------|-------------------------|-------------------|----------------------|-------------------------------|----------------------------------|
| Males 51-70 y | 900 | 90 | 15 | 15 | 120* | 1.2 | 1.3 | 16 | 1.7 |
| >70 y | 900 | 90 | 20 | 15 | 120* | 1.2 | 1.3 | 16 | 1.7 |

| | Folate (μ d) ^f | Vitamin B ₁₂ (μ d) ^g | Calcium (mg/d) | Iron (mg/d) | Magnesium (mg/d) | Sodium (g/d) | Carbohydrate (g/d) | Fiber (g/d) | Protein ^h (g/d) |
|------------------|-----------------------------------|--|-------------------|----------------|---------------------|-----------------|-----------------------|----------------|-------------------------------|
| Males 51-70 y | 400 | 2.4 | 1000 | 8 | 420 | 1.3* | 130 | 30 | 56 |
| >70 y | 400 | 2.4 | 1200 | 8 | 420 | 1.2* | 130 | 30 | 56 |

Note: This table (taken from the DRI reports, see www.nap.edu) presents Recommended Dietary Allowances (RDAs) in bold type and Adequate Intakes (AIs) in ordinary type followed by an asterisk (*).

An RDA is the average daily dietary intake level, sufficient to meet the nutrient requirements of nearly all (97-98 percent) healthy individuals in a group. It is calculated from an Estimated Average Requirement.

If sufficient scientific evidence is not available to establish an EAR, and thus calculate an RDA, an AI is usually developed.

4.1.7.K (cont.)

The AI is believed to cover the needs of all healthy individuals in the groups, but lack of data or uncertainty in the data prevent being able to specify with confidence the percentage of individuals covered by this intake.

^a As retinol activity equivalents (RAEs). 1 RAE = 1 µg retinol, 12 µg β-carotene, 24 µg α-carotene, or 24 µg β-cryptoxanthin. The RAE for dietary provitamin A carotenoids is two-fold greater than retinol equivalents (RE), whereas the RAE for preformed vitamin A is the same as RE.

^b As cholecalciferol. 1 µg cholecalciferol = 40 IU vitamin D.

^c Under the assumption of minimal sunlight.

^d As α-tocopherol. α-tocopherol includes RRR-α-tocopherol, the only form of α-tocopherol that occurs naturally in foods, and the 2R-stereoisomeric forms of α-tocopherol (RRR-, RSR-, RRS, and RSS-α-tocopherol) that occur in fortified foods and supplements. It does not include the 2S-stereoisomeric forms of α-tocopherol (SRR-, SSR-, SRS-, and SSS- α-tocopherol), also found in fortified foods and supplements.

^e As niacin equivalents (NE). 1 mg of niacin = 60 mg of tryptophan.

^f As dietary folate equivalents (DFE). 1 DFE = 1 µg food folate = 0.6 µg of folic acid from fortified food or as a supplement consumed with food = 0.5 µg of a supplement taken on an empty stomach.

^g Because 10 to 30 percent of older people may malabsorb food-bound B12, it is advisable for those older than 50 years to meet their RDA mainly by consuming foods fortified with B12 or a supplement containing B12.

^h Based on g protein per kg of body weight for the reference body weight, e.g., for adults 0.8 g/kg body weight for the reference body weight

4.1.8 Food Based Meal Pattern

- A. The food based meal pattern, Table 2, provides approximately 1/3 of the food group recommendations of the 2010 Dietary Guidelines at the level of 2000 calories /day.
- B. The 2010 Dietary Guidelines meal pattern provides at least 33 1/3% of the nutrients needed by older (ages 51-70 years) adults with the exception of potassium and vitamins D and E. The meal pattern, when using representative foods that are in nutrient-dense forms, is adequate in the following nutrients: protein, total lipid (approx. 32% of calories, with approx. 8% of calories as saturated fats), carbohydrate (approx. 51% of calories), total dietary fiber, vitamins A, B-6, B-12, C and K; thiamin, riboflavin, niacin, folate, calcium, iron, magnesium, phosphorus, zinc, copper and selenium. (Source: www.cnpp.usda.gov/Publications/DietaryGuidelines/2010/DGAC/Report/AppendixE-3-1-adequacy.pdf)
- C. Almost all foods selected for the weekly meal pattern should be lean or low-fat, and should be prepared with minimal, if any, added fats, oils, sugars or salt.
- D. Food Components
 1. **Protein:** Various types of protein foods should be served each week.
 - a. For programs serving 5 meals/week, it is recommended to serve chicken or turkey twice a week; and seafood, pork and beef each once a week.
 - b. For programs serving 7 meals/week, it is recommended to serve chicken or turkey ten times every four weeks; and seafood, pork and beef each six times every four weeks.

4.1.8.D.1 (cont.)

- c. For programs serving 1 meal/week, it is recommended to vary types of protein served.
- d. One-half to one egg, and nuts, seeds and soy foods may also be served weekly, if desired, in addition to the protein foods.
- e. Lean meat/poultry offerings include ground beef and pork with 10 percent fat, processed poultry products with less skin and fat, 97 percent fat free ham, 95 percent fat free turkey ham.
- f. Processed, smoked, or cured meat or a high-sodium-content protein should be limited to no more than one serving per week (for example, cold cuts, ham, hot dogs, sausage, canned fish). Also limit canned soups, sauces, gravies and bouillon with sodium.

2. Grains:

- a. At least half of grains served each week should be whole grains. It is acceptable to serve one ounce-equivalent each of whole grain and enriched grains at a meal. One ounce-equivalent is: 1 ounce or 1 slice of bread; ½ cup cooked pasta or rice, 1 ounce or ½ to 1 ¼ cups, depending on cereal type, of dry cereal. Refer to the Nutrition Facts of specific products.
- b. Whole grain examples include: whole-wheat breads/rolls/bagels/English muffins, whole grain pastas, whole-grain cereals, oats, whole grain cracker, brown rice.
- c. Enriched grain examples include: white breads/rolls/bagels/English muffins, enriched pastas, stuffing made from white breads, 6-inch enriched corn or wheat tortillas, enriched grain cereals, enriched crackers, white rice.
- d. Limit use of quick breads such as cornbread, biscuits, and muffins as well as salted crackers to reduce sodium content.
- e. Use trans-fat free products.

3. Fruit:

- a. Includes all fresh; canned fruit packed in water, light syrup and 100% juice packed; frozen without added sugars; dried without added sugars; and 100% fruit juice. Very little fruit should be served as juice. Examples of fruits include: apples, apricots, bananas, berries, cherries, grapes, kiwi, mangoes, melons, mixed fruit, nectarines, oranges, peaches, pears, pineapple, plums, raisins, and tangerines.

4.1.8.D (cont.)

4. Vegetables:

- a. Includes all cooked and raw fresh, frozen, canned and 100% vegetable juice. Various types of vegetables should be served each week. Most should be prepared with no added salt or fats.
- b. To limit sodium content, serve canned vegetables with no more than 480 mg sodium/serving, low sodium, reduced sodium, no added salt, and frozen salt free. Also limit pickled or brined vegetables and canned soups, sauces, gravies and bouillon with sodium.
- c. For 5 meals/week, it is recommended to serve:
 1. Red/Orange: Twice a week, ½ cup raw/cooked/juice red or orange vegetables (examples: carrots, pumpkin, red and orange peppers, sweet potatoes, tomatoes, winter squash)
 2. Starchy: Twice a week, ½ cup cooked starchy vegetables (examples: corn, green peas, hominy, lima beans, water chestnuts, white potatoes)
 3. Legumes: Once a week, ½ cup cooked dry beans and peas (examples: black, black-eyed peas, chickpeas/garbanzos, kidney, lentils, navy, pintos, split peas, soy)
 4. Dark Green: Twice a week, 1 cup raw leafy or ½ cup raw cooked dark green vegetables (examples: bok choy, broccoli, butterhead or bibb lettuce, chard, collard greens, kale, romaine lettuce, spinach, turnip greens)
 5. Other Vegetables: Three times a week, 1 cup raw leafy or ½ cup raw/cooked “other” vegetables (examples: asparagus, avocado, beets, Brussels sprouts, cabbage, cauliflower, celery, cucumbers, eggplant, green beans, green peppers, iceberg lettuce, mushrooms, okra, olives, onions, parsnips, radishes, snow peas, summer squash, turnips, wax beans)

5. Dairy:

- a. Most dairy servings should be fat-free or low-fat (1%) and without added sugars. One serving is 1 cup milk, fortified soy beverage, or yogurt; or 1 ½ ounces natural cheese (such as cheddar); or 2 ounces processed cheese (such as American). Dairy food examples include: all milk, including lactose-free/reduced; cheeses; fortified soy beverages; yogurts and frozen yogurts; and dairy desserts. Not included are: cream, sour cream or cream cheese.

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- b. Low-fat, reduced fat and light cheeses and cheeses made from skim or fat free milk are recommended when serving cheese.
- c. Cheese should be limited to no more than 3 ounces per week because of high sodium content.

E. Table 2. Food Based Meal Pattern

| Food Group (See text that accompanies this meal pattern for guidelines in making serving selections.) | Weekly Average Serving Size per Meal (See text that accompanies this meal pattern for guidelines in serving sizes.) | Frequency |
|---|--|---|
| Protein | 2 ½ ounces of cooked edible portion | Every meal |
| Whole and Enriched Grains | 2 ounce equivalents | Every meal. At least half of grains must be whole grains. |
| Fruit | 2/3 cup (or 1/3 cup if dried) | Every meal |
| Vegetables | 1 cup equivalent | Every meal |
| Dairy | 1 cup fat free or low fat (1%) fluid milk or yogurt; or 1 ½ ounces natural cheese; or 2 ounces processed cheese | Every meal |
| Fats and Oils | 1 teaspoon soft margarine/vegetable oil; or 1 tablespoon regular salad dressing; or 2 tablespoons low fat salad dressing. This category is met when higher fat, dairy, protein and baked goods are part of the meal. | Every meal |
| Sweets and Added Sugars | 1 ½ tablespoons jam/jelly; or ½ cup regular gelatin/pudding/ice cream; or fruits with added sugar; or baked desserts | Weekly |

4.1.9 Computer Nutrient Analysis Requirements

- A. When using a nutrient-based planning approach, the nutrient analysis software must be reliable and contain a current nutrient database. The most reliable nutrient analysis software uses a large nutrient database, like the USDA Nutrient Database for Standard Reference (SR), which is updated annually.

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- B. The nutrition service provider must utilize standardized recipes at each of its production facilities that prepare certified menus. Standardized recipes are required to ensure an accurate and valid nutrient analysis. Therefore, nutrient analysis software must be customized to integrate the most current, accurate nutrient data from vendors, standardized recipes, the U.S. Department of Agriculture (USDA), and other relevant resources.
- C. The nutrition service provider or the entity that conducts the nutrient analysis must have the technical capacity to complete the entire nutrient analysis.
- D. Table 3 represents the nutrient targets required to be met on a daily basis and/or as a weekly average.

| Nutrient | DRI Target Values Per Meal | Compliance Range One Meal |
|--|---|---|
| Daily Averaged | | |
| Calories (Kcal) | 650-750 calories (Kcal) | 600-1000 calories (Kcal) |
| Protein | 25 grams or higher | 20 grams or higher |
| Averaged Over The Number of Days of Meal Service Per Week | | |
| Fat (% of Total Calories) | 20-30% of total calories | 20-35% of total calories |
| Saturated fat | 10% of total calories or less | 10% of total calories or less |
| Trans fat | 0 grams per serving, per Nutrition Facts food labels | 0 grams per serving, per Nutrition Facts food labels |
| Vitamin A | 300 micrograms (µg) RAE (990 IU) or higher | 250 µg RAE (825 IU) or higher |
| Vitamin C | 30 milligrams (mg) or higher | 25 mg or higher |
| Nutrient | DRI Target Values Per Meal | Compliance Range One Meal |
| Averaged Over The Number of Days of Meal Service Per Week (Continued) | | |
| Calcium | 400 milligrams (mg) or higher | 300 mg or higher |
| Sodium*** | 800-1,000 milligrams (mg) or less | 1,200 mg or less |
| Fiber | 9 grams (gm) or higher | 7 gm or higher |

***See 4.1.7.I for recommendation

4.1.10 Special Menus

A. Criteria

1. To the maximum extent practical, nutrition service providers may provide special menus to meet the particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of eligible participants. To determine feasibility, the provider must use the following criteria:
 - a. There are sufficient numbers of individuals who need the special menus to make the provision practical;
 - b. The food and skills necessary to prepare the special menus are available in the planning and service area;
 - c. Proper preparation and service of special menus is assured by thorough training of personnel.
2. The provision of special menus must be appropriate.
 - a. Special menus are an appropriate intervention to meet needs arising from health requirements (including being at High Nutritional Risk based on a Nutrition Risk Score) when based on a recommendation by an appropriate health professional, such as a physician or registered/licensed dietitian, as part of an overall medical nutrition therapy plan.
 - b. The first (and least costly) approach in the provision of special menus as an intervention/treatment to meet needs arising from health requirements is modifying or enhancing the nutrient content and density and/or texture of conventional foods. Every effort should be made to continue to provide nutrients via culturally acceptable food, texture modified if necessary, before making the decision to use medical foods and food for special dietary uses as replacements for all or part of meals.

B. Carbohydrate Controlled

1. Use sugar substitutes and sugar free food items.
2. Limit breading, gravies and sauces.
3. May substitute dark green, red/orange, or "other" vegetables for one ounce of grains.
4. May substitute dark green, red/orange, or "other" vegetables for the starchy vegetables and cooked dried beans and peas.

4.1.10.B (cont.)

5. Use fresh fruits; frozen without added sugar; dried without added sugar; light syrup, juice packed or water packed fruits.
6. May substitute 1 ½ ounces low fat natural cheese or 2 ounces low fat processed cheese for one cup milk.

C. Mechanically Altered Diet

1. A mechanically altered diet may be provided to facilitate oral intake by altering the texture or consistency of food, i.e., chopping, pureeing, thickening, or blending.
2. Mechanically altered diets must comply with the menu certification criteria (Section 4.1.7)
3. The eligible participant is responsible for determining whether the mechanically altered diet would meet his/her own health needs.

D. Therapeutic Diets

1. Nutrition service providers are not required to offer therapeutic diets. A therapeutic diet may be developed to meet the specific health needs of an eligible participant, at the discretion of the meal provider.
2. A written diet order or nutrition prescription from the participant's physician must be on record in the participant's file at the nutrition provider's office prior to an eligible participant's receipt of a therapeutic diet.
3. A Licensed or Registered Dietitian must provide nutrition counseling for eligible participants served a therapeutic diet.
4. A diet manual recognized by the Kansas Dietetic Association or the Academy of Nutrition and Dietetics must be used to plan the modifications or enhancements.
5. The Licensed or Registered Dietitian, through training of personnel, must assure proper preparation and service of therapeutic diets.
6. The written diet order or nutrition prescription must be reviewed at least annually by the Dietitian working with the provider and by the eligible participant's physician.

E. Medical Foods and Foods for Special Dietary Uses

1. Nutrition service providers are not required to offer medical foods and foods for special dietary uses.

4.1.10.E (cont.)

2. The OAA, including NSIP, will pay for medical foods and foods for special dietary uses when all of the following conditions are met:
 - a. It is indicated for some older individuals who are malnourished, at risk of malnutrition, or with disease-related special nutritional needs. These include older individuals who, because of anatomical, physiological, or mental problems, cannot meet their nutritional needs by eating a nutritionally balanced diet of solid or texture-modified foods, or for those who have increased or altered metabolic needs due to illness, surgery, or other special conditions.
 - b. There is a recommendation by an appropriate health professional, such as a physician or registered/licensed dietitian, as part of an overall medical nutrition therapy plan for the individual, and the plan is re-evaluated and updated at least semi-annually. The decision to use medical foods or foods for special dietary uses should only come after a comprehensive, interdisciplinary evaluation has been completed that includes client/caregiver input and an in-depth nutrition assessment justifying it as the appropriate choice.
 - c. The individual must be provided with a minimum of 33 1/3% of the DRI except in cases where the individual's specific medical nutrition therapy plan dictates otherwise; and
 - d. If the medical food or food for special dietary uses is used as
 - i. a substitution for part of the conventional meal components, the combination of the medical food or foods for special dietary uses and conventional foods must meet the criteria in Section 4.1.7; or
 - ii. replacement of a conventional meal, the medical food or food for special dietary uses must meet the criteria in Section 4.1.7 and be used as a replacement because a conventional meal, even with modifications, is contraindicated.
3. When a medical food or food for special use is provided in addition to a conventional meal, KDADS views the meal and medical food or food for special dietary uses together as constituting a single meal and will not reimburse separately.

4.1.11 Program Income

- A. Nutrition service providers must develop written procedures that safeguard and account for all program income.

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4.1.11 (cont.)

- B. The cost of the meal must be updated at a minimum at the beginning of each fiscal year (October 1). The cost of the meal may be rounded up to the next 25 cents for ease of collection.
- C. The provider agency must recover the cost of the meal from individuals not meeting the eligibility criteria for funding sources in Sections 4.2.1 and/or 4.3.1.
- D. Contributions
 - 1. The provider must inform each participant of the opportunity to voluntarily contribute to the cost of the service.
 - a. The privacy of the participant with respect to the contribution must be protected.
 - b. A suggested contribution must take into consideration the income ranges of eligible participants in local communities and other provider sources of income.
 - c. An eligible participant will not be denied service if unable to contribute to the cost of the meal. Voluntary contributions will be considered program income and will be used only to expand nutrition services.
 - 2. Each provider must establish a suggested flat or sliding contribution schedule for eligible participants.
 - a. The suggested contribution schedule for eligible participants and the cost of the meal must be posted in the congregate meal site. The posted notice must indicate that non-eligible participants must pay the cost of the meal.
 - b. For home delivered meal participants, a notice containing the same information posted at the congregate meal site must be provided to each home delivered participant at the time the meal service is initiated and at least annually thereafter.
- E. Vision Card Program: Nutrition service providers must establish procedures to assist participants in utilizing benefits available to them under the Vision Card Program by:
 - 1. Providing current information about the Kansas Vision Card program to participants in all nutrition programs;
 - 2. Coordinating activities with agencies responsible for administering the Vision Card program; and
 - 3. Becoming certified to accept the Vision Card for meal contributions.

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F. Disposition of Program Income (45 CFR 92.25)

1. The AAAs may only use the addition alternative to spend program income earned under Title III of the OAA.
2. Program income must be used for “current cost”; that is, the income must be expended for costs incurred during the same budget period in which the income is earned.
3. The following are alternatives grantees and subgrantees may use to comply with above policies if it can be shown that meals will be increased:
 - a. Maintenance of existing meal levels above levels that can be maintained on OAA funds;
 - b. Establishment of central kitchens;
 - c. Alterations and/or renovations to comply with Section 504 of the Rehabilitation Act, as amended, and the Americans with Disabilities Act of 1990;
 - d. Match for other federal funds; and
 - e. Other uses documenting an increase in meals.

G. KDADS and the AAA must approve all plans for use of program income by an OAA Title III C grantee and/or subgrantee.

4.1.12 Catering

- A. Nutrition service providers may enter into contracts to provide meals for other functions if those proposed contracts will not compromise their obligation to provide meals under the OAA Title III C program.
- B. At a minimum, the price per meal charged by the program must include all the appropriate costs incurred in the provision of the meal, including:
 1. Primary meal costs – purchased food, labor, supplies, NSIP commodities and cash, and other costs (e.g., bulk food transportation if this service is provided);
 2. Associate meal costs – building space and utilities, maintenance and repair of equipment, depreciation of capital equipment, and renovation;
 3. Site operation costs – site manager salary if the site manager supervised food preparation staff; and

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4.1.12.B (cont.)

- 4. Project management – appropriate management costs.
- C. All costs must be allocated to the appropriate program or contract utilizing generally acceptable accounting principles.
- D. For financial reporting purposes, resources earned from the sale of these meals must be reported as a reduction in the total cost of the project. The OAA Title III C budget must include the cost of production for all meals, less the cost of meals to be sold, but not the revenue derived from the sale of those meals. When the meals are billed, a receivable must be set up for the amount of the billing and the total expenses reduced by this amount. Contractual agreements must ensure that payment is received within thirty (30) days of billing. Records of the number of meals sold, costs for the production of those meals, and revenues to purchase those meals under each contract must be maintained by the project.

4.1.13 Vouchers

- A. Nutrition service providers, both congregate and home delivered, may enter into contracts to purchase meals using vouchers as the method of payment.

4.3 Home Delivered Nutrition Services

4.3.1 Eligibility Criteria

A. Eligibility requirements for home delivered nutrition services:

1. Individual 60 years of age or older who is homebound (see definition of "homebound" in Section 4.1.3); or
2. Individual 60 years of age or older who is isolated (see definition of "isolated" in Section 4.1.3); or
3. Individual 60 years of age or older who is a caretaker, as long as it is in the participant's best interest (see definition of "caretaker" in Section 4.1.3; OAA Title III B only);
4. Spouse of an eligible participant as long as it is in the participant's best interest; or
5. Individual with disability or dependent individual who resides in a non-institutional setting with an eligible participant, and it is in the participant's best interest; or
6. Registered congregate meal participant who needs home delivered meals due to an illness or health condition (i.e., congregate meal- illness related home delivered or CMELH). The participant may only receive CMELH meals for up to 30 consecutive days per calendar year.

B. An eligible participant may only receive a home delivered meal if his or her special dietary needs can be appropriately met by the program through a meal which conforms with the established standards, i.e., the meal available would not jeopardize the health of the individual.

4.3.2 Home Delivered Nutrition Services Provider Requirements

A. Area Agencies on Aging must ensure that each home delivered nutrition service provider makes provisions for nutrition education, nutrition counseling, nutrition assessment, and nutrition screening services, as appropriate, based on the needs of eligible participants.

B. Home delivered nutrition service providers must do the following:

1. Provide meals five (5) or more days a week (except in rural areas where such frequency is not feasible and a lesser frequency is approved by KDADS); and
2. Provide at least one hot, cold, frozen, dried, canned, fresh or supplemental foods (with a satisfactory storage life) meal per day and any additional meals which the nutrition service provider may elect to provide.

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4.3.2 (cont.)

- C. Home delivered nutrition service providers must coordinate with other in-home service providers to implement a coordinated system of comprehensive in-home care.
- D. Home delivered nutrition service providers must establish a procedure for securing input on the quality of the services from eligible participants.
- E. Home delivered nutrition service providers must develop and implement procedures for routinely encouraging those eligible participants whose conditions improve to participate in the Congregate Nutrition program.