



REQUEST FOR PROPOSAL (RFP)

OAA Title IIIC-2 Home Delivered Meals Services

Issued by: Jayhawk Area Agency on Aging, Inc. (JAAA)

RFP Release Date: October 30, 2025

Pre Bid Meeting: November 4, 2025, 3:30 PM, Central Standard Time

Join Zoom Meeting

<https://us02web.zoom.us/j/88066281075?pwd=T6sJKh5fpVwaTkNRGMuSrHcb5HBUzA.1>

Meeting ID: 880 6628 1075

Passcode: 676049

Deadline to Submit Questions: November 7, 2025, 12:00 noon, Central Standard Time

Proposal Due Date: December 1, 2025, 12:00 noon, Central Standard Time

Contract Period: January 1, 2026 – September 30, 2026

Jayhawk Area Agency on Aging, Inc. Standard Terms and Conditions

1. Terminology / Definitions

Whenever the following words and expressions appear in this solicitation or any amendment thereto, the definition below applies:

- **Agency / Department:** Jayhawk Area Agency on Aging, Inc., the entity purchasing equipment, supplies, and/or services.
- **Amendment:** A written, official modification to a solicitation or contract.
- **Attachment:** Forms included with a solicitation that provide informational data or requirements related to performance.
- **Bidder:** A person or organization submitting a proposal/bid to provide equipment, supplies, or services.
- **Buyer:** The contact person referenced in the solicitation.
- **Contract:** A legal, binding agreement between parties for procurement of equipment, supplies, or services.
- **Contractor:** A successful bidder who enters into a contract.
- **Exhibit:** Forms included with a bid/proposal that must be completed and returned.
- **Request for Proposal (RFP):** Procurement document issued by the Agency. Includes these Terms and Conditions, Pricing Pages, Exhibits, Attachments, and Amendments.
- **May:** Optional features, components, or action.
- **Must / Shall:** Mandatory requirement; non-compliance renders bid non-responsive.
- **Should:** Desirable but not mandatory features, components, or action.

2. Open Competition

- Bidders must submit questions or requests for clarification in writing to the Buyer by the deadline specified.
- Official Agency positions are only those stated in writing in the solicitation or amendments.
- Agency monitors procurement for anti-competitive behavior and may refer violations to the Kansas Attorney General.
- Agency reserves the right to modify or cancel a solicitation via amendment.

3. Preparation of Bid / Proposal

- Bidders must examine the entire solicitation carefully.
- Specifications are minimum requirements; bids must meet or exceed them.
- Firm fixed prices shall include all costs associated with the completion of required client assessments, meal preparation, packaging, and delivery, as well as all administrative and reporting requirements, unless otherwise specified in this RFP.
- Proposed costs must reflect the total funding requested and shall remain unchanged throughout the proposal evaluation period.

4. Submission of Bids / Proposals

- Bids must be signed by an authorized representative; include all required information and be submitted by the official closing date/time.
- Proposals must be submitted electronically in Word or PDF format to reporting@jhawkaaa.org no later than 12:00 p.m. (noon) Central Standard Time on December 1, 2025. Late submissions or proposals sent by any other method will not be accepted or considered.
- Modifications or withdrawals must be in writing or in person with proper identification before the proposal's due date.

5. Evaluation / Award

- Bids are evaluated based on compliance with specifications, price, responsiveness, and other stated criteria.
- Agency may request clarification, consider references or other sources, and award by item, group, or entirety.
- Unit price prevails over extended totals in case of discrepancy.
- Awards are made by written notification.
- All submitted bids are subject to Kansas open records law.

6. Contract / Purchase Order

- Contract includes the solicitation, bidder response, and Agency acceptance.
- Any modifications must be executed via formal amendment.

7. Invoicing and Payment

- Contractor must submit accurate monthly reports as required.
- Payments will be made on a reimbursement basis and must correspond to the number of eligible meals served as reported. No advance payments will be issued.
- Meals provided in excess of authorized quantities or not in accordance with contract requirements will not be reimbursed.

8. Delivery

- Time is of the essence. All required deliverables, including completion of client assessments, meal preparation and delivery, and submission of required reports, must be completed by the dates specified in the contract and/or within the timeframes established by the KDADS Field Support Manual (FSM), or within a period otherwise deemed reasonable by the Agency.

9. Inspection and Acceptance

- The Agency reserves the right to monitor, review, and inspect all services provided under this RFP, including client assessments, meal preparation and delivery, and reporting, to ensure compliance with program requirements and contract specifications.
- Meals or services that do not meet the requirements, including nutritional standards, delivery schedules, or reporting obligations, may be rejected and will not be reimbursed.
- Rejection of non-compliant meals or services does not limit the Agency's right to pursue other legal or contractual remedies.

10. Warranty or Services

The Contractor warrants that all services provided under this RFP, including client assessments, meal preparation and delivery, and reporting, will:

- Conform to all specifications and requirements outlined in this RFP and the resulting contract.
- Be appropriate and safe for the intended recipients, meeting all nutritional and program standards.
- Be performed with high-quality standards and professional care, ensuring accuracy, timeliness, and reliability.
- Be free from defects or deficiencies in preparation, delivery, or reporting.

11. Conflict of Interest

- The Contractor hereby covenants that, at the time of submission of this proposal, it has no contractual relationships or other obligations that would create an actual, perceived, or potential conflict of interest with the provision of home-delivered meals, client assessments, or reporting services under this RFP.
- The Contractor further agrees that during the term of any resulting contract, neither the Contractor nor any of its employees shall enter into or maintain any contractual relationships or engagements

that would create an actual, perceived or potential conflict of interest with the delivery of services funded under the Older Americans Act through this Agency.

12. Cancellation / Termination of Contract

- **Material Breach**

In the event of a material breach of contractual obligations by the Contractor, Jayhawk Area Agency on Aging, Inc. (the Agency) may terminate the contract. At the Agency's sole discretion, the Contractor may be given an opportunity to cure the breach or provide a written plan detailing how the breach will be remedied. The cure must be completed within 10 working days from receipt of the Agency's notification.

- **Immediate Termination**

If the Contractor fails to cure the breach within the specified timeframe, or if circumstances require immediate action, the Agency may terminate the contract immediately by written notice.

- **Agency Remedies**

If the contract is terminated for breach, the Agency reserves the right to obtain home-delivered meals, assessments, and related services from alternative sources.

- **Termination for Convenience**

The Agency may terminate the contract at any time for its convenience, without penalty, by providing 30 calendar days' written notice. The Contractor will be entitled to equitable compensation for services satisfactorily performed up to the effective date of termination.

13. Communications and Notices

- Notices are valid if mailed, hand-delivered, or emailed to the authorized contractor contact.

14. Non-Discrimination in Employment

- Contractors and subcontractors shall not discriminate against employees, applicants, or service recipients.
- Violations may result in contract cancellation, removal from bidder lists, or referral to Attorney General's Office as deemed appropriate.

15. Americans with Disabilities Act (ADA)

- Contractors must comply with ADA requirements and provisions.

16. Title VI of the Civil Rights Act of 1964

- Contractors and subcontractors must comply with Title VI requirements and provisions.

17. Older Americans Act (OAA)

- Contractors and subcontractors must comply with OAA requirements and provisions.

18. Governing Law

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

19. Hold Harmless / Indemnification

The Contractor agrees to protect, defend, indemnify, and hold Jayhawk Area Agency on Aging, Inc., its officers, employees, and agents harmless from and against any and all claims, liabilities, losses, damages, costs, or expenses, including reasonable attorney fees, arising out of or related to:

- The Contractor's performance or non-performance of services under this contract, including home-delivered meals, client assessments, and reporting.
- Any errors, omissions, negligence, or misconduct of the Contractor or its employees or subcontractors.
- Any personal injury or property damage resulting from the Contractor's performance of the contract.

- Any violation of applicable laws, rules, regulations, or contractual requirements in connection with the services provided.

The Contractor further agrees to investigate, handle, respond to, and defend any such claims at its own expense, even if a claim is groundless, false, or fraudulent.

20. Titles / Headings

- Paragraph titles are for reference only and do not affect contractual interpretation.

21. Right to Examine and Audit Records

The Contractor agrees that Jayhawk Area Agency on Aging, Inc. (the Agency), or its authorized representatives, shall have access to and the right to examine and audit any and all books, records, documents, and data related to the Contractor's performance under this contract, including:

- Home-delivered meal provision
- Client assessments
- Reporting and administrative activities

Such records may include hard copy documents and electronic data.

The Contractor shall require that all subcontractors, suppliers, or other payees comply with this clause by including similar requirements in their written agreements.

The Contractor further agrees to fully cooperate with the Agency in providing or making available any such records, and to ensure that all related parties and payees cooperate as well.

24. HIPAA Compliance

- The Contractor and any subcontractors agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all applicable Administrative Simplification provisions and related regulations issued by the U.S. Department of Health and Human Services.
- The Contractor shall implement all necessary safeguards to protect the privacy and security of any protected health information (PHI) obtained in connection with providing home-delivered meals, client assessments, or related services.
- If required, the Contractor agrees to execute any addenda, agreements, or memoranda of understanding necessary to ensure compliance with HIPAA and related regulations.

Jayhawk Area Agency on Aging, Inc. Special Conditions Governing Responses and Subsequent Contracts

1. Compliance Requirements

Contracts resulting from this RFP must comply with:

- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act (ADA)
- 45 CFR 74, 45 CFR Part 92, and EO 12549, as applicable
- 45 CFR Part 1321, as revised
- Federal, state, and local health, safety, fire, and sanitation requirements
- Older Americans Act of 1965, as amended.
- KDADS Field Service Manual policies and procedures, including HIPAA.

Note: A signed statement of assurances, included in the RFP, is required.

2. Insurance Requirements

- All bidders (except local government units) must provide a Certificate of Liability Insurance and maintain coverage for the duration of the contract:
- Commercial General Liability

- Minimum \$1,000,000 per occurrence (bodily injury, personal injury, property damage)
 - Minimum \$2,000,000 aggregate
- Workers' Compensation & Employer's Liability
 - Workers' Compensation: statutory (all states endorsement)
 - Employer's Liability: \$100,000 per occurrence
- Additional Requirements:
 - Jayhawk Area Agency on Aging, Inc., it's Board of Directors, officers, commissions, agents, and employees must be named as additional insureds.
 - This does not create a partnership or joint venture.
 - Certificate Holder:
Jayhawk Area Agency on Aging, Inc.
2910 SW Topeka Blvd., Topeka, KS 66611
 - 30-day advance written notice required for material changes or cancellations

3. Submission Timeline for Supporting Documents

- 10 calendar days after notification to enter the contract.
- Failure to provide required insurance or bonds may result in withdrawal of award.

4. Contract Period

- Effective: January 1, 2026 – September 30, 2026
- Written agreements with all contractors must be secured by December 31, 2025

5. Option to Renew

- Jayhawk Area Agency on Aging, Inc. reserves the sole right to renew annually.

6. Contract Pricing

- Reimbursement at a cost per meal
- Rates remain firm during the contract period.
- Funding sources: Title III-C2 funds (Older Americans Act), program income, USDA, and other matching resources.

7. Accounting Policies

- Contractors must follow Generally Accepted Accounting Principles (GAAP)
- Maintain accounting records supported by source documents.
- Reference: KDADS FSM 4.1.5.G

8. Licenses and Permits

- Contractors must obtain all necessary licenses and permits.
- No expense to Jayhawk Area Agency on Aging, Inc.

9. Codes and Regulations

- All work must comply with current prevailing codes and regulations.

10. Additional Services

- Jayhawk Area Agency on Aging, Inc. may add services with mutual consent during the contract period.

11. Negotiations

- Agency reserves the right to negotiate any and all elements of the contract.

12. Publicity Clause

- All publicity materials must acknowledge support from:
 - Jayhawk Area Agency on Aging, Inc.
 - Kansas Department for Aging and Disability Services

13. Ownership of Work Product

- Any reports, data, or other deliverables provided to the Jayhawk Area Agency on Aging, Inc. as a result of services performed under this contract, including client assessments, meal records, and related reporting, shall be the property of the Agency.
- The Agency may use, reproduce, or distribute such materials as it deems appropriate.

14. Electronic Version of RFP

- Available upon request (Word for Microsoft Windows)
- Agency does not guarantee accuracy.
- Hard copy governs in case of discrepancies.

15. Technical Assistance

- Agency staff will provide assistance as requested.
- Contact:
2910 SW Topeka Blvd., Topeka, KS 66611
Phone: (785) 235-1367
reporting@jhawkaaa.org

16. Conflicts of Interest

- All applicants and any subcontractors must remain free from actual, perceived or potential conflicts of interest in the provision of services under this RFP. Conflicts of interest include, but are not limited to, any personal, financial, or organizational relationships that could influence or appear to influence the delivery of home-delivered meals, client assessments, or related services.
- Applicants must comply with the following applicable regulations:
 - Kansas Administrative Regulations (K.A.R.) 26-3-1(1)(B) – prohibiting conflicts of interest in the provision of aging services.
 - Older Americans Act (OAA), Title III and 45 CFR 1321.67 – including conflict-of-interest requirements as they flow down to funded programs.
 - 45 CFR Part 75 – federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards, including conflict-of-interest standards for federally funded programs.
- Disclosure Requirement: Applicants must disclose any actual, perceived, or potential conflicts of interest at the time of proposal submission. Failure to disclose may result in disqualification from consideration or termination of award.
- Subcontractor Compliance: Applicants must ensure that any subcontractors, vendors, or other payees comply with these conflict-of-interest requirements.

17. Eligible Organizations

- Eligible organizations: public agencies, not-for-profit, or for-profit

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Contract Period: January 1, 2026 – September 30, 2026

1. INTRODUCTION & STATEMENT OF NEED

Jayhawk Area Agency on Aging, Inc. (JAAA) seeks proposals from qualified providers to furnish Home Delivered Meals (HMEAL) services funded under Title IIIC-2 of the Older Americans Act (OAA).

The purpose of the HMEAL Program is to promote the health, independence, and well-being of older adults (aged 60+) and eligible spouses residing in Douglas, Jefferson, and Shawnee Counties.

This will be achieved through:

- Delivery of nutritious, hot meals to eligible participants' homes, five (5) days per week, Monday through Friday, during the noon hour.
 - Targeted outreach to older adults with the greatest economic and social needs, including low-income, minority, limited English proficiency, and rural populations.
 - Provision of nutrition education to promote healthy dietary practices and enhance quality of life.
 - Completion and maintenance of eligibility assessments in accordance with the Kansas Department for Aging and Disability Services (KDADS) Field Service Manual (FSM) and OAA.
 - Ensuring OAA-funded meals are managed to provide uninterrupted service to eligible clients for the full contract period.
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2. STATEMENT OF PURPOSE

The purpose of this RFP is to:

- Deliver hot, nutritious meals to eligible participants' homes, meeting one-third (1/3) of current Recommended Dietary Allowances (RDA), for a minimum of 249 service days annually.

- Implement an Outreach Plan to engage older adults with the greatest economic or social needs.
- Implement a Nutrition Education Plan that promotes healthy eating and chronic disease prevention.
- Conduct and maintain eligibility assessments for all participants, ensuring compliance with KDADS FSM and OAA criteria.
- Ensure that OAA-funded Home Delivered Meals are allocated and managed to provide uninterrupted service to eligible participants for the full contract period, preventing early exhaustion of allocated funds.

3. SCOPE OF SERVICES

Meal Service Requirements

- Deliver hot, nutritious meals that meet KDADS FSM requirements, five (5) days per week, Monday through Friday, for at least 249 service days annually.
(KDADS FSM 4.3.2.B.1)
- Employ or contract a registered/licensed dietitian to develop and certify menus utilizing the Kansas Menu Approval Sheet.
(KDADS FSM 4.1.7.F)
 - Submit dietitian license to JAAA at signing of contract.
 - Submit certified menus and Kansas Menu Approval Sheet to JAAA when menus change based upon provider menu cycle, at least 10 days prior to start of menu.
- Incorporate customer input into menu planning. (KDADS FSM 4.1.7.D)
- Maintain compliance with all applicable food preparation, handling, and delivery regulations and display all licenses/permits prominently. (KDADS FSM 4.1.6)

OAA Funding Allocation and Meal Continuity

- The Contractor shall ensure that OAA-funded Home Delivered Meals are provided to eligible clients for the entire contract period, from the first to the last day of the contract.
 - The Contractor is responsible for managing allocated OAA funds to prevent over-service and ensure that meals can be delivered through the contract end date without exhausting available funds.
 - Monthly monitoring and reporting of meal counts, and fund usage must be conducted to maintain compliance with funding limits while ensuring uninterrupted service to all eligible clients.

- Any adjustments to service provision due to funding availability must be coordinated with JAAA prior to implementation.

Eligibility

Eligible participants include: *(KDADS FSM 4.3.1)*

- Persons 60+ who are homebound or geographically isolated.
- Spouses of eligible individuals
- Disabled/dependent individuals residing with an eligible participant.
- Caretakers aged 60+ when in the participant's best interest
- Registered congregate meal participants temporarily homebound (up to 30 consecutive days per year)

Assessments

Complete, maintain, and update Abbreviated Uniform Assessments (AUI) for each HMEI customer. *(KDADS FSM Sections 2.6, 2.7.3, 2.6.2.L.3–4)*

- Avoid duplicating assessments if a valid one already exists. The AUI shall not be completed if a valid UAI exists in KAMIS. *(KDADS FSM 2.6.2. Note and 2.6.2.E–G)*
- Eligibility assessments are valid for 365 days; re-evaluation as needed for condition changes. *(KDADS FSM 2.6.2.L.3)*
- Complete AUI within 6 days for new HMEI customers unless a valid UAI exists. *(KDADS FSM 2.6.2.L1–2)*
- If a current UAI already exists for the customer, the provider must ensure that Jayhawk Area Agency on Aging (JAAA) receives copies of all the corresponding Notice of Action (NOA). This ensures JAAA's case records accurately reflect client eligibility and authorization status.

Notice of Action (NOA) Requirements

Prepare and distribute the Notice of Action (NOA) for all eligibility determinations, changes in services, or adverse actions, in accordance with KDADS FSM Sections 1.3.2 and 1.3.5.

- Each NOA must include:
 - Customer name
 - Description of the action to be taken
 - Effective date of the action
 - Citation(s) of the applicable rule, policy, or statute
 - Date the NOA was sent.
 - List of recipients copied on the NOA.
 - Client Rights and Responsibilities form (SS-12)

- **Timely Distribution of NOA:**
Send within 10 calendar days for all adverse actions, including:
 - Determination of ineligibility
 - Denial of requested services
 - Reduction or termination of services
 - Case closure
- **Other NOA Requirements:**
 - Send NOAs for non-adverse service changes (e.g., customer-requested changes, POC updates, service transfers)
 - Send NOAs when a customer is temporarily unavailable (hospitalization, nursing facility, etc.), with start and end dates.
 - Send NOAs to the customer's legal representative and providers in the event of a customer's death.
 - Send NOAs related to OAA customer grievances once determinations are made.
 - If a current UAI already exists for the customer, the provider must ensure that Jayhawk Area Agency on Aging (JAAA) receives copies of all the corresponding Notice of Action (NOA). This ensures JAAA's case records accurately reflect client eligibility and authorization status.

Provision of Rights & Responsibilities Information

The Contractor shall ensure full compliance with KDADS FSM Sections 1.3.3.B and 1.3.4 and all applicable federal and state regulations governing OAA Home Delivered Meals programs.

- Provide each client with the OAA Grievance Rights & Responsibilities (SS-12) form:
 - At the time-of-service initiation
 - Upon any changes to services
 - Whenever a Notice of Action (NOA) is issued

Grievance Management

- Respond promptly to all client grievances related to Home Delivered Meals services.
- Document each grievance, including the nature of the complaint, actions taken, and resolution.
- Coordinate with JAAA to ensure grievances are addressed in accordance with OAA and KDADS FSM requirements.
- Maintain copies of all grievances and related correspondence in the client's file.

- Ensure staff are trained in the grievance process and client rights.
- Provide reports of grievances and resolutions to JAAA upon request.

Documentation and Recordkeeping

- Maintain copies of all Abbreviated Uniform Assessment Instruments (AUI), Notice of Actions (NOA), and Rights and Responsibilities (SS-12) forms in the customer's case file.
- The Contractor shall ensure all clients are informed of their rights and have access to grievance procedures in accordance with OAA and KDADS FSM Sections 1.3.3.B and 1.3.4.
- The Contractor shall track the date of referral for each Home Delivered Meals client. The provider is responsible for developing and maintaining a referral tracking system that ensures accurate and timely documentation. This system must be readily available for review by JAAA during quality assurance monitoring or upon request.

Data Entry and Reporting

The Contractor shall accurately enter all required client and service data into the Kansas Aging Management Information System (KAMIS) in accordance with KDADS FSM Sections 2.6.2.L.3–4.

This includes:

- Timely entry of all service delivery information for Home Delivered Meals clients.
- Ensuring data is complete, accurate, and reflects any changes to client status, service units, or plan of care.
- Maintaining compliance with all KDADS data entry requirements and deadlines.

Coordination and Quality Assurance

- Coordinate with JAAA and other providers to support a comprehensive system of care.
- Permit annual monitoring by JAAA, including facility and program evaluations.
- Conduct annual customer satisfaction surveys and submit full results to JAAA.
- Comply with JAAA's quarterly Quality Assurance (QA) review to mitigate actual, perceived, or potential conflicts of interest in eligibility determinations.
- QA includes verification of assessments, documentation review, resolution of conflicts, direct customer contact if needed, and corrective action documentation.
- JAAA may review the provider's referral tracking system during routine QA visits to verify timely service initiation, compliance with eligibility procedures, and completeness of client records.

Reporting and Recordkeeping

All reporting requirements must be submitted to reporting@jhawkaaa.org.

- **Monthly Program and Financial Reports:**

Submit by the 10th of the following month (if the 10th falls on a weekend day, reports are due the Friday prior). Include customer names and number of meals served on the provided Excel spreadsheet in Excel format.

- **NSIP-Eligible Non-OAA Meals:**

Submit monthly the total number of non OAA funded NSIP only eligible meal counts along with OAA reports by the 10th of the following month (if the 10th falls on a weekend day, reports are due the Friday prior) for JAAA reporting to KDADS; meals must meet KDADS FSM 4.1.4 eligibility requirements.

- **Monthly Waitlist Numbers:**

Submit by the end of the last business day of the month for JAAA reports to KDADS by the 3rd of the month. Wait list numbers must include OAA-eligible participants waiting for meals as well as OAA eligible customers receiving non-OAA funded meals.

- **KAMIS Data Entry:**

Enter all AUAI assessments into KAMIS and all meal 225 reports by the 10th of the month for the prior month.

- **Final Financial Report:**

End of year final financial reports must be submitted to JAAA by October 30, 2026.

- **Record Retention:**

Maintain all program documentation for five (5) years after the end of the contract period. Make records available for auditing, monitoring, or evaluation by JAAA, KDADS, or federal oversight agencies.

- **Program Budget Submissions:**

Any budget submissions or revisions must be submitted to and approved by JAAA prior to implementation.

4. CONTRACT PERIOD AND PERFORMANCE

- Contract Term: January 1, 2026 – September 30, 2026
- Service Continuity: Maintain uninterrupted HMEL service in all contracted areas. The Contractor must manage OAA-funded meals to ensure eligible clients receive service for the entire contract period, preventing exhaustion of allocated OAA funds before the contract end date.

- Payment: JAAA pays within 30 days after verifying invoices with KAMIS data.
 - Monitoring: JAAA reserves the right to monitor compliance with all KDADS FSM requirements, contract deliverables, and OAA fund continuity.
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5. NONDISCRIMINATION

The Contractor shall not deny service or discriminate based on race, color, religion, sex, age, sexual orientation, national origin, ancestry, disability, or income status. Services must comply with the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, and OAA.

Contractors must provide reasonable accommodations for individuals with disabilities, language assistance for limited English proficiency participants, and protect participants who file complaints or participate in investigations. Participants may report discrimination concerns to JAAA or appropriate federal/state agencies.

6. PROPOSAL SUBMISSION REQUIREMENTS

Each proposal must include the following components. Proposers should use this as a guide to ensure all required information is provided:

- **Organizational Information**
 - Legal Name Address and contact information.
 - Brief overview of the organization, history, and experience delivering Home Delivered Meals or similar services.
 - Staff information for all staff directly and indirectly related to home delivered meal service.
 - Listing of authorized signers
- **Service Delivery Plan**
 - What is your plan for providing hot, nutritious meals five days per week, meeting KDADS FSM requirements?
 - Explain your menu planning and certification process, including how participant input is obtained.
 - Describe your participant management practices and how you will ensure uninterrupted OAA-funded service for the entirety of the contract period for participants funded through OAA funds.
 - How you will maintain and manage any wait lists for OAA-funded meals, including:

- Tracking and prioritizing participants waiting for services.
 - Procedures for notifying participants when service becomes available.
 - Strategies to prevent gaps in service or overallocation of OAA funds.
- **Eligibility, Assessment, and Client Rights Plan**
 - What is your process for completing and maintaining the Abbreviated Uniform Assessment Instrument and coordinating with existing Uniform Assessment Instruments for participants?
 - Explain your procedures for timely completion of new assessments and reassessments to remain in compliance with KDADS FSM.
 - Please describe your plan for issuing NOAs with required elements within required timeframes to remain in compliance with KDADS FSM.
 - Describe the procedure for providing OAA Grievance Rights & Responsibilities forms (KDADS form SS-12) to participants and your process for managing filed grievances including documentation, staff training, and reporting to JAAA.
- **Outreach and Nutrition Education Plan**
 - Discuss your strategies to reach older adults with economic or social needs (low-income, minority, limited English proficiency, rural).
 - Provide information related to your nutrition education program promoting healthy dietary practices and chronic disease prevention and how this is provided to participants.
- **Data Management and Reporting Plan**
 - Explain your plan for:
 - Timely and accurate entry of service and client data in KAMIS.
 - Submission plan for monthly program and financial reports.
 - Tracking and reporting on OAA funded meals and clients and NSIP-eligible non-OAA funded meals.
- **Coordination and Quality Assurance**
 - Describe how you coordinate with other community service providers and JAAA.
 - Describe your process for customer satisfaction survey(s), and how those results will be provided to JAAA upon completion of the survey(s).

- **Budget and Financial Plan**

- Please provide a detailed description of all other funding sources that support your Home Delivered Meals program, including:
 - The type of funding (federal, state, local, private donations, grants, in-kind contributions, etc.)
 - The typical amount received from each source annually.
 - The timing or schedule of when funds are received throughout the year.
 - Any restrictions or requirements attached to the funding.
 - Strategies used to obtain or secure these funds and any plans for sustainability.
- Describe your fund management practices and how you will ensure uninterrupted OAA-funded service for the entirety of the contract period.

- **Formatting Guidelines:**

- Electronic submissions should be in PDF format.
- Proposals should be clear, concise, and complete; no page limit is required, but brevity is encouraged.

- **Submission Instructions:**

- Submit electronically:
Jayhawk Area Agency on Aging, Inc.
Attn: reporting@jhawkaaa.org

Proposal Due Date: December 1, 2025, 12:00 noon, Central Standard Time

- **Important Notes:**

- Proposals must address all evaluation criteria outlined in this RFP.
- Late or incomplete submissions may not be considered.

Proposers are encouraged to respond fully to any specific questions or requirements identified in the RFP.

FY

7.EVALUATION CRITERIA

Proposals will be evaluated by the Jayhawk Area Agency on Aging, Inc. (JAAA) Review Committee based on the following weighted criteria. Evaluation will focus on the proposer's capacity, experience, program quality, and compliance with KDADS FSM and Older Americans Act (OAA) requirements.

Each proposal must address all criteria outlined below to be considered complete.

Organizational Capacity (15 points)

- Demonstrated history and experience in providing Home Delivered Meals or comparable nutrition services.
- Qualifications and experience of key personnel and staff involved in meal production, delivery, assessment, and data management.
- Adequate staffing levels and organizational structure to ensure continuity of service.
- Clear identification of authorized signers and responsible parties.

Service Delivery Plan (20 points)

- Clarity and feasibility of the plan to deliver hot, nutritious meals five days per week, meeting KDADS FSM standards.
- Strength of menu development and certification process, including participant input methods.
- Demonstrated ability to ensure uninterrupted OAA-funded service throughout the contract period.
- Effective system for maintaining and managing OAA-funded wait lists, including prioritization, notification, and service continuity strategies.

Eligibility, Assessment, and Client Rights (15 points)

- Compliance with KDADS FSM for completing and maintaining AUAIs/UAIIs.
- Procedures for timely completion of new assessments and reassessments.
- Thorough plan for issuing Notices of Action (NOAs) with required elements and within required timeframes.
- Effective procedures for providing OAA Grievance Rights & Responsibilities (SS-12) forms, documenting grievances, and ensuring staff training and reporting to JAAA.

Outreach and Nutrition Education (10 points)

- Effective strategies for outreach to older adults with the greatest economic or social need, including low-income, minority, rural, and limited English proficiency populations.
- Quality and frequency of nutrition education activities promoting healthy eating and chronic disease prevention.

Data Management and Reporting (10 points)

- Accuracy, timeliness, and completeness of KAMIS data entry procedures.
- Plan for timely submission of monthly reports, meal counts, and financial data.

- Demonstrated ability to track and report both OAA-funded and NSIP-only meal counts.

Coordination and Quality Assurance (10 points)

- Strength of coordination with JAAA and other community-based organizations.
- Approach to quality assurance, including customer satisfaction surveys, performance monitoring, and corrective action.
- Evidence of internal quality control systems to ensure KDADS FSM compliance.

Budget and Financial Management (20 points)

- Clear and realistic program budget that aligns with proposed service levels and funding limits.
- Complete description of all additional funding sources (federal, state, local, private, etc.), including timing, restrictions, and sustainability strategies.
- Demonstrated ability to manage funds responsibly to ensure uninterrupted OAA-funded service for the entire contract period.
- Evidence of sound fiscal management, financial stability, and internal controls.

Evaluation Method

- Each criterion will be scored on a 0–5 scale by the evaluation committee and weighted according to point values listed above.
- JAAA reserves the right to request clarification, conduct interviews, or seek additional documentation during the review process.
- Final selection will be based on total score, completeness of proposal, cost-effectiveness, and the proposer's demonstrated ability to meet the needs of the service area.

8. RIGHTS AND RESERVATIONS

Jayhawk Area Agency on Aging, Inc. (JAAA) reserves the right to:

- Reject any and all proposals received or waive any minor irregularities or informalities in proposals.
- Request additional information, clarification, or revisions from proposers.
- Negotiate modifications to proposals prior to final selection.
- Impose additional conditions based on programmatic, financial, or administrative risk.
- Make awards contingent upon the availability of federal, state, or local funds.

- Amend or cancel this RFP at any time, or extend proposal submission deadlines, at its sole discretion.
- Determine, at its sole discretion, the final evaluation and selection of proposals.
- Retain all proposals and related materials submitted, using them solely for evaluation purposes.

Issuance of this RFP does not commit JAAA to award a contract or pay any costs incurred in the preparation of proposals.

9. CONTACT INFORMATION

All inquiries regarding this Request for Proposal must be submitted in writing to:

Stefanie Goodwin

Jayhawk Area Agency on Aging, Inc.

2910 SW Topeka Blvd.

Topeka, KS 66611

Email: sgoodwin@jhawkaaa.org

Phone: 785-2356-1367

10. Attachments

- RFP Cover Sheet
- Compliance Acknowledgment Form For Title VI, Section 504, ADA, and Other Relevant Regulations
- Narrative Response Template
- FY 2026 HMEL Budget Form
- Notice of Action Form 904
- Sample Grievance and Fair Hearing Policy Statement
- Rights and Responsibilities
- Abbreviated Uniform Assessment Instrument Form SS-003
- Kansas Menu Approval Sheet
- Participant Meal Reporting Spreadsheet
- JAAA OAA Home Delivered Meals Wait List Tracking Policy and Procedures

JAYHAWK AREA AGENCY ON AGING, INC.

OLDER AMERICANS ACT

TITLE IIIC (2) HOME-DELIVERED MEALS APPLICATION

FISCAL YEAR 2026 (January 1, 2026, through September 30, 2026)

COVER SHEET

APPLICANT NAME: _____

ADDRESS: _____

PHONE #: _____

DIRECTOR'S NAME: _____

TOTAL IIIC (2) FUNDS REQUESTED: \$ _____

TOTAL IIIC (2) MEALS PROPOSED TO SERVE: _____

CALCULATED PER MEAL RATE: \$ _____

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

Compliance Acknowledgment Form For Title VI, Section 504, ADA, and Other Relevant Regulations

Organization Name: _____

Acknowledgment of Legal Compliance

Please read and acknowledge the following regulations and standards.

Title VI of the Civil Rights Act of 1964

I hereby acknowledge that my organization complies with Title VI, prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance.

☐ Yes ☐ No *If "No," provide explanation:* _____

Section 504 of the Rehabilitation Act (ADA)

I hereby acknowledge that my organization complies with Section 504 and the Americans with Disabilities Act (ADA), ensuring equal access to services for individuals with disabilities.

☐ Yes ☐ No *If "No," provide explanation:* _____

45 CFR 74, 45 CFR Part 92, and EO 12549

I acknowledge that my organization complies with the regulations outlined in 45 CFR 74, 45 CFR Part 92, and EO 12549 as applicable to the administration of federal grants and contracts.

☐ Yes ☐ No *If "No," provide explanation:* _____

45 CFR Part 1321 (as revised)

I acknowledge that my organization complies with the provisions of 45 CFR Part 1321, as revised, which pertains to the administration of services for older individuals.

☐ Yes ☐ No *If "No," provide explanation:* _____

Federal, State, and Local Health, Safety, Fire, and Sanitation Requirements

I acknowledge that my organization meets all applicable health, safety, fire, and sanitation requirements as stipulated by federal, state, and local regulations.

☐ Yes ☐ No *If "No," provide explanation:* _____

Older Americans Act of 1965, as amended

I acknowledge that my organization complies with the Older Americans Act of 1965, as amended, to provide services for older adults.

☐ Yes ☐ No *If "No," provide explanation:* _____

KDADS Field Service Manual Policies and Procedures, Including HIPAA

I acknowledge that my organization complies with the policies and procedures of the Kansas Department for Aging and Disability Services (KDADS), including Health Insurance Portability and Accountability Act (HIPAA) regulations regarding privacy and security of health information.

☐ Yes ☐ No *If "No," provide explanation:* _____

By signing below, I certify that the information provided is true and accurate to the best of my knowledge. I understand that failure to comply with the regulations listed above may result in penalties, including suspension or termination of funding or services.

- **Name of Authorized Representative:** _____
- **Title:** _____
- **Signature:** _____
- **Date:** _____

REQUEST FOR PROPOSAL (RFP) OAA Title IIIC-2 Home Delivered Meals Services

Narrative Response Template

- **Organizational Information**

- Legal Name Address and contact information.
- Brief overview of the organization, history, and experience delivering Home Delivered Meals or similar services.
- Staff information for all staff directly and indirectly related to home delivered meal service.
- Listing of authorized signers

- **Service Delivery Plan**

- What is your plan for providing hot, nutritious meals five days per week, meeting KDADS FSM requirements?
- Explain your menu planning and certification process, including how participant input is obtained.
- Describe your participant management practices and how you will ensure uninterrupted OAA-funded service for the entirety of the contract period for participants funded through OAA funds.
- How you will maintain and manage any wait lists for OAA-funded meals, including:
 - Tracking and prioritizing participants waiting for services.
 - Procedures for notifying participants when service becomes available.
 - Strategies to prevent gaps in service or overallocation of OAA funds.

- **Eligibility, Assessment, and Client Rights Plan**

- What is your process for completing and maintaining the Abbreviated Uniform Assessment Instrument and coordinating with existing Uniform Assessment Instruments for participants?
- Explain your procedures for timely completion of new assessments and reassessments to remain in compliance with KDADS FSM.
- Please describe your plan for issuing NOAs with required elements within required timeframes to remain in compliance with KDADS FSM.
- Describe the procedure for providing OAA Grievance Rights & Responsibilities forms (KDADS form SS-12) to participants and your process for managing filed grievances including documentation, staff training, and reporting to JAAA.

- **Outreach and Nutrition Education Plan**
 - Discuss your strategies to reach older adults with economic or social needs (low-income, minority, limited English proficiency, rural).
 - Provide information related to your nutrition education program promoting healthy dietary practices and chronic disease prevention and how this is provided to participants.

- **Data Management and Reporting Plan**
 - Explain your plan for:
 - Timely and accurate entry of service and client data in KAMIS.
 - Submission plan for monthly program and financial reports.
 - Tracking and reporting on OAA funded meals and clients and NSIP-eligible non-OAA funded meals.

- **Coordination and Quality Assurance**
 - Describe how you coordinate with other community service providers and JAAA.
 - Describe your process for customer satisfaction survey(s), and how those results will be provided to JAAA upon completion of the survey(s).

- **Budget and Financial Plan**
 - Please provide a detailed description of all other funding sources that support your Home Delivered Meals program, including:
 - The type of funding (federal, state, local, private donations, grants, in-kind contributions, etc.)
 - The typical amount received from each source annually.
 - The timing or schedule of when funds are received throughout the year.
 - Any restrictions or requirements attached to the funding.
 - Strategies used to obtain or secure these funds and any plans for sustainability.
 - Describe your fund management practices and how you will ensure uninterrupted OAA-funded service for the entirety of the contract period.

SCHEDULE 1

RESOURCE JUSTIFICATION FOR

Date

Page 1 of 2

PSA # 04

Budget Period January 1, ____ to September 30, ____

PROVIDER NAME: _____

M A T C H N O N M A T C H	RESOURCE		NAME OF DONOR	PROGRAM CATEGORY	AMOUNT
	A	Cash			
			SRC	Primary & Associated	
			SRC	Meal Delivery	
			SRC	Program Management	
				sub-total	0
	B	Third Party In-Kind			
			Volunteer Drivers	Meal Delivery	0
				sub-total	0
	C	Other Resources			
		Program Income	Participants	Primary & Associated	0
		Program Income	Participants	Meal Delivery	0
		Program Income	Participants	Program Management	0
		NSIP	USDA	Primary & Associated	0
		Mill Levy	Douglas County	Primary & Associated	0
		Mill Levy	Douglas County	Meal Delivery	0
		Mill Levy	Douglas County	Program Management	0
				sub-total	0
Have you included all non-Title III Resources?				GRAND TOTAL	

SCHEDULE 1

RESOURCE JUSTIFICATION FOR

Date

Page 2 of 2

PSA # 04

Budget Period January 1, ____ to September 30, ____

PROVIDER NAME: _____ **0**

RESOURCE		NAME OF DONOR	PROGRAM CATEGORY	AMOUNT
M A T C H	A	Cash		0
				0
				0
			sub-total	0
	B	Third Party In-Kind		
N O N M A T C H				0
				0
				0
			sub-total	0
	C	Other Resources		
		United Way	Primary & Associated	0
		United Way	Meal Delivery	0
		United Way	Program Management	0
			sub-total	0
Have you included all non-Title III Resources?			GRAND TOTAL	0

SCHEDULE 2

(rev 10/25)

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

DATE: _____

PSA # _____

04

PROVIDER NAME: _____

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PAGE 1 OF 2

P R O G R A M C A T E G O R I E S

BUDGET LINE ITEMS	(1) PRIMARY & ASSOCIATED	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TOTAL SUM OF COLUMNS (1) THROUGH (5)
1. PERSONNEL		0	0			0
2. CAPITAL						0
3. FOOD	0					0
4. TRAINING			0			0
5. STAFF TRAVEL		0				0
6. CONTRACTUAL			0			0
7. CONSUMMABLE SUPPLIES						0
8. OTHER COST		0	0			0
9. TOTAL COST	0	0	0	0	0	0

*CARRY TOTAL COSTS FORWARD TO PAGE 2, LINE 10

TOTAL MEALS BUDGETED

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PAGE 2 OF 2

P R O G R A M C A T E G O R I E S

BUDGET RESOURCES	(1) PRIMARY & ASSOCIATED	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TOTAL SUM OF COLUMNS (1) THROUGH (5)
TOTAL COSTS FORWARD						
10. (PAGE 1, LINE 9)	0	0	0	0	0	0
11A. USDA REIMB. COMMODITIES						0
11B. USDA REIMB. CASH	0					0
12. STATE FUNDS (NON-MATCH)						0
13A. MILL LEVY (NON-MATCH)	0	0	0			0
13B. OTHER RESOURCES(NON-MATCH)	0	0	0			0
14. PROGRAM INCOME (NON-MATCH)	0	0	0			0
15. NET COST	0	0	0			0
16. THIRD PARTY IN-KIND (MATCH)		0				0
17A. MILL LEVY (MATCH)	0	0	0			0
17B. LOCAL CASH MATCH	0	0	0			0
18. PROGRAM INCOME MATCH	N/A	N/A	N/A	N/A	N/A	0
19. STATE FUNDS MATCH	0	0	0			0
20. TITLE III -C(1)						0
21. TITLE III - C(2)	0	0	0			0

SCHEDULE EE

DATE: 01/00/00
PSA # 04

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PROGRAM CATEGORIES

[illegible]

SCHEDULE EE

DATE: 01/00/00

PSA #	04
-------	----

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PROGRAM CATEGORIES

[illegible]

SCHEDULE EE

DATE: 01/00/00
PSA # 04

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

	P R O G R A M C A T E G O R I E S					
# 4 Training BUDGET LINE ITEMS	(1) PRIMARY & ASSOCIATED	(2) MEAL DELIVERY	(3) PROGRAM MANAGEMENT	(4) NUTRITION EDUCATION	(5) NUTRITION OUTREACH	(6) TOTAL SUM OF COLUMNS (1) THROUGH (5)
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
Total			0			0

SCHEDULE EE

DATE: 01/00/00
PSA # 04

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PROGRAM CATEGORIES

[illegible]

SCHEDULE EE

DATE: 01/00/00
PSA # 04

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PROGRAM CATEGORIES

[illegible]

SCHEDULE EE

DATE: 01/00/00

PSA #	04
-------	----

TITLE III -C(2) HOME - DELIVERED MEAL PROJECT BUDGET

PROVIDER NAME: 0

BUDGET YEAR: JANUARY 1, ____ TO SEPTEMBER 30, ____

PROGRAM CATEGORIES

[illegible]

PROGRAM CHARACTERISTICS (MEAL OUTPUTS) - NUTRITION

Page: 1 of 2

PSA No: 4

FY:

Date:

Type of Award

- ☐ Grant
☐ Contract
☐ Direct Service

Nutrition Provider:

Annual (FFY Grant Period)

Congregate C(1)

Annual (FFY Grant Period)

Home Delivered C(2)

Annual

Total

	Co. Abbr	Nutrition Center	Type	Target area	Food Service	Annual # Week Days Served	Standard Weekday Meals	Annual # Weekend Days Served	Standard Weekend Meals	Annual # 2nd Meal Days Served	2nd Meals	Annual # Week Days Served	Standard Weekday Meals	Annual # Weekend Days Served	Standard Weekend Meals	Annual # 2nd Meal Days Served	2nd Meals	Meals
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	18.
1.																		0
2.																		0
3.																		0
4.																		0
5.																		0
6.																		0
7.																		0
8.																		0
9.																		0
10.																		0
11.																		0
12.																		0

Check Figure 0

Meal Total *

19. Meal Totals from other pages

20. Meal Grand Total (enter on last page only)

In column 3 indicate if center is a traditional site licensed by KDHE (code = T) or non-traditional site that is ADA Accessible (code = NT)

In column 4 indicate all that applies. If center is located in a low income area (code =L) or minority area (code =M) or not applicable (code = N/A)

In column 5 indicate all the following that apply. Separate the letters with commas, for example "a,c,f,d"

a. Central Kitchen

d. Catered

g. Therapeutic Meals

j. Meal Pattern

b. Site Kitchen

e. Frozen Meals

h. Medical Nutritional Supplement

k. Computerized Nutrient Analysis

c. Satellite

f. Modified Meals

i. Home Delivered Only

21. C(1) Total Cost

22. C(1) Unit Cost

23. C(2) Total Cost

24. C(2) Unit Cost

* Note these are not column totals (see Instructions)

Annual Number of Unduplicated Customers

25. Congregate

26. Home-Delivered

AP-18 (Rev. 03/01)

Page: 2 of 2
PSA No: 4
FY: _____
Date: _____

	Grant
	Contract
	Direct Service

Nutrition Provider: _____

Annual (FFY Grant Period)

Home Delivered C(2)

**Annual
Total**

[illegible]

I. Home Delivered Only

* Note these are not column totals (see Instructions)

Annual Number of Unduplicated Customers

25. Congregate

26. Home-Delivered

590

AP-18 (Rev. 03/01)

KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES

NOTICE OF ACTION

PROGRAM:

☐ **Older Americans Act**

☐ **Senior Care Act**

Date of Notice:

TO:

FROM:

Agency:

Attention:

Phone:

Service	No. of Units (Specify Per Day or Week)	Self Dir. Y/N?	Provider Name	Dates of Service		Provider Unit Cost
				From	To	
						\$
						\$
						\$
						\$
						\$
						\$

☐ Customer Service Worksheet Attached

Copay: %

Paid To:

Comments, Message, or Explanation of Action:

☐ Effective _____, your services and/or plan of care are being implemented as identified above;

☐ Or other:

cc:

Regulatory Reference(s): KDADS FSM

You may contact your case manager at the phone number above.

Please carefully read the Customer Rights and Responsibilities with this NOA.

Case Manager Signature: _____ Date: _____

[CONTRACTED PROVIDER NAME]

Grievance & Fair Hearing Policy Statement

It is the policy of [Contracted Provider Name] to ensure that all participants in the Home-Delivered Meals Program are treated fairly, with dignity and respect. Any person who is dissatisfied with the services received or feels that they have been treated unfairly by an employee, volunteer, or other person associated with service delivery, has the right to express their concerns or file a grievance without fear of retaliation.

Step 1 – Informal Resolution

Participants are encouraged to first discuss any concern directly with the staff member(s) involved and/or the Program Director to resolve the issue informally.

Step 2 – Formal Grievance

If the issue cannot be resolved informally, a formal grievance may be filed, either in writing or verbally, with [Contracted Provider Name]. The formal grievance should include:

- The nature of the complaint,
- The date(s) of the incident(s),
- The name(s) of any person(s) involved.

A written response will be provided within 10 business days of receipt of the grievance (or whatever timeframe you adopt).

Step 3 – Appeal / External Complaint

If you are not satisfied with the provider's response, you may appeal the decision or file a complaint directly with the local Area Agency on Aging:

Jayhawk Area Agency on Aging, Inc.

2910 SW Topeka Blvd.

Topeka, KS 66611

Phone: 785-235-1367 or 1-800-798-1366

You may also contact the **Kansas Department for Aging and Disability Services (KDADS)** if you believe your rights under the Older Americans Act have been violated. Services are provided without regard to race, color, national origin, religion, sex, age or disability.

Step 4 – State Fair Hearing

If you believe the final decision made by the provider, Jayhawk Area Agency on Aging or the State, regarding your eligibility, type or level of service is incorrect, you may request a state fair hearing under Kansas law. Your request must be filed in writing and submitted within the timeframe specified in the notice of decision (often 30 days) to:

Office of Administrative Hearings

1020 S. Kansas Ave.

Topeka, KS 66612

Fax: 785-296-4848

Non-Discrimination Statement

Services funded through the Older Americans Act are provided without regard to race, color, national origin, religion, sex, age or disability. Any person who believes they have been discriminated against has the right to file a complaint with the Jayhawk Area Agency on Aging or KDADS.

**KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES
SCA/OAA CUSTOMER RIGHTS AND RESPONSIBILITIES**

Program:

☐ Older Americans Act

☐ Senior Care Act

Right to File a Grievance:

If you are an Older Americans Act customer, you have the option of filing a written grievance with the Area Agency on Aging prior to filing a request for a fair hearing. If you file a grievance and the outcome as contained in a Notice of Action is not satisfactory to you, you may then file an appeal. If, however, you elect not to file a grievance, you may file an appeal as indicated below.

Right to Appeal:

You have the right to request a fair hearing if you disagree with the outcome of a grievance (for Older Americans Act customers), this notice of action, or any agency decision concerning your case. If you want a fair hearing, you must submit a written request within 33 days of this notice. At the hearing, you will be given the opportunity to explain why you disagree with this notice of action. You may represent yourself or a household member, legal counsel, friend, relative, or other spokesperson may represent you. Failure to request a fair hearing within 33 days of this notice could adversely affect your rights.

For Senior Care Act Customers Only:

If you file a request for a fair hearing within 10 calendar days of the date of this Notice of Action and are already receiving services, these services will continue at the current level pending an Initial Order rendered by the Office of Administrative Hearings unless you are otherwise notified. If the Office of Administrative Hearings upholds the agency's action, the agency may institute recovery procedures against you to recoup the cost of services.

A Written Request for a Fair Hearing should be sent to:

Office of Administrative Hearings
1020 S. Kansas Ave.
Topeka, Kansas, 66612

Your Rights and Responsibilities for All Programs:

1. You have the right to a fair hearing if you are dissatisfied with the decision made on your application or feel there has been undue delay in acting on your application.
2. You are required to report any change that will affect the amount, location, or the date of payment for any of your services. For example, if you plan to move, or be away from home long enough for changes to occur in the payment for your services, the Area Agency on Aging must be informed to ensure payments are made appropriately and timely for your services.
3. You are required to report fully all circumstances that affect your application.
4. You are required to report any changes in your circumstances that affect your eligibility.
5. You are required to cooperate in current and subsequent agency efforts to establish your eligibility.
6. You are required to pay your share of service costs, if applicable, in accordance with a Senior Care Act program fee.
7. You must cooperate in the annual review of your level of care and services, and any necessary evaluations and/or audits conducted by the Kansas Department for Aging and Disability Services.
8. You are responsible for hiring, training, and firing of your attendants and workers if you self-direct your care.

Civil Rights:

No person shall, on the grounds of race, color, national origin, age, disability, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity of the Kansas Department for Aging and Disability Services. If you feel that you have been discriminated against on the above grounds, you may make a complaint in writing to the Department of Administration or the United States Department of Health and Human Services.

Customer Name _____ DOB: _____ Date _____

Ask the customer the following questions

Nutrition Risk Screen	Comments	Score-if yes, circle
Do you eat less than 2 meals daily?		3
Do you eat less than 2 servings of fruits and vegetables daily?		1
Do you eat less than 2 servings of dairy products (milk, cheese, yogurt, etc.) daily?		1
Do you usually drink less than 6 glasses of water, milk, or juice daily?	# of glasses:	0
Do you drink 3 or more alcoholic beverages daily?		2
Do you take 3 or more different prescriptions and/or over-the-counter drugs daily?		1
Do you have problems with dentures, teeth, or mouth, which make it hard to eat?	Which:	2
Have you made changes in the kind and/or amount of food you eat because of an illness and/or condition?	What changes:	2
Are you physically not always able to grocery shop, cook, and/or feed yourself?	Which:	2
Do you eat alone most of the time?		1
Do you feel that you usually do not have enough money to buy the food you need?		4
Have you gained or lost more than 10 pounds in the last 6 months?	Pounds gained ____ lost ____	2
Customer does not meet any of the nutrition risk screen indicators.		0

Add all the circled scores for a total Nutrition Risk Score

Would you say that your appetite is:		Do any of the following cause you problems or affect your ability to eat:	
Good		Swallowing	
Fair		Taste	
Poor		Nausea, vomiting	
Comments: _____		Cutting up food	
_____		Opening containers (milk, plastic wrap, jars)	
_____		Certain foods, food allergy (specify):	
		No concerns	

Do you:	No	Yes	If yes, how often:
Skip meals and just snack, "piece", through the day?			
Lack the energy or desire to fix a meal?			
Find you don't know what to fix or can't fix small portions?			
Forget to turn the stove off or burn food?			
Lack the desire to eat a meal?			
Eat restaurant or fast food?			
Leave home? If not, why?			

What do you eat in a typical day (ask about "breakfast", "lunch", "supper"), describe: _____

Comments (include any special considerations for service delivery such as pets, or "go to back door"): _____

Customer Name _____ DOB: _____ Date _____

Ask the customer:

Does anyone help you prepare food or bring food to you? Yes ☐ No ☐ If yes, answer the following:

Who	What	When

Ask the customer:

Are you following any modified diet(s)? Yes ☐ No ☐

Are any of the modified diets doctor prescribed? Yes ☐ No ☐

Check each modified diet followed:	x	x	Mark if doctor prescribed and indicate the name of the doctor:
Low sodium (salt)			
Diabetic			
Mechanical			
Renal			
Diverticulitis			
Vegetarian			
Pureed			
Ethnic/religious			
Other:			

Assessor:	Yes	No	Participant Status - Home-delivered Meals
Is the customer:			60+ eligible Person
Physically homebound			Spouse, regardless of age, of 60+ eligible Person
Socially homebound			Disabled Person, regardless of age, residing with 60+ eligible Person
Isolated			60+ non-spouse Caretaker (IIIB home-delivered meals only)

Assessor: Do you recommend a referral to the Area Agency on Aging for in-home service?

No _____ Customer Refuses _____ Yes _____ Date of Referral _____

~~~~~ **BELOW FOR ABBREVIATED UAI FORM COMPLETION** ~~~~~

| PSA | Service Code | Funding Source | Provider | Unit(s) | Per | Total Units Monthly | Cost of Unit | Start Date | End Date | Dis-charge Code |
|-----|--------------|----------------|----------|---------|-----|---------------------|--------------|------------|----------|-----------------|
|     |              |                |          |         |     |                     |              |            |          |                 |
|     |              |                |          |         |     |                     |              |            |          |                 |
|     |              |                |          |         |     |                     |              |            |          |                 |

Release of Information: I consent to the release of the information on this page so I can receive services. I understand the information included in these pages 1-3 will be released to Kansas Department for Aging and Disability Services, the Area Agencies on Aging, and service providers as listed above to enable the delivery of services and program monitoring.

\_\_\_\_\_  
Customer or Guardian Signature

\_\_\_\_\_  
Assessor Signature

\_\_\_\_\_  
Date

Unmet Need Service Code,  
Availability Code,  
Monthly Number of Units

| Service Code | Availability | Units |
|--------------|--------------|-------|
|              |              |       |
|              |              |       |
|              |              |       |
|              |              |       |

## Kansas Menu Approval Sheet

Menus reviewed (date range): \_\_\_\_\_ -- \_\_\_\_\_

Location where menus will be used: \_\_\_\_\_

Menu planning approach: ☐ Nutrient analysis ☐ Meal pattern

Nutrition analysis

| Nutrient                  | Nutrient Requirements per Meal, Averaged Weekly | Weekly Average Documentation |                          |
|---------------------------|-------------------------------------------------|------------------------------|--------------------------|
| Calories (Kcal)           | ≥534 calories                                   | Meets Standard               | <input type="checkbox"/> |
| Protein                   | 15-35% of calories                              | Meets Standard               | <input type="checkbox"/> |
| Fiber                     | ≥9 g                                            | Meets Standard               | <input type="checkbox"/> |
| Fat (% of Total Calories) | 20-30% of calories                              | Meets Standard               | <input type="checkbox"/> |
| Saturated fat             | <10% of calories                                | Meets Standard               | <input type="checkbox"/> |
| Vitamin B12               | ≥0.8 mcg                                        | Meets Standard               | <input type="checkbox"/> |
| Vitamin D                 | ≥200 IU                                         | Meets Standard               | <input type="checkbox"/> |
| Calcium                   | ≥400 mg                                         | Meets Standard               | <input type="checkbox"/> |
| Potassium                 | ≥1100 mg                                        | Meets Standard               | <input type="checkbox"/> |
| Sodium                    | ≤1000 mg                                        | Meets Standard               | <input type="checkbox"/> |

Meal pattern

| Food Group                      | Serving Size                     | Weekly Average Servings per Meal                                                                                          | Weekly Average Documentation |                          |
|---------------------------------|----------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------|
| <b>Protein</b>                  | 1 ounce of cooked edible portion | Minimum 3<br>Vary by type: Meats, Poultry, Eggs, Seafood, Nuts, Seeds, and Soy Products.                                  | Meets Standard               | <input type="checkbox"/> |
| <b>Grains</b>                   | ½ cup or 1 ounce equivalent      | 1-2<br>At least half must be whole grains.                                                                                | Meets Standard               | <input type="checkbox"/> |
| <b>Fruits and/or Vegetables</b> | 1/2 cup equivalent               | Minimum 2<br>Vary vegetables by type: Dark green, red and orange, beans, peas and lentils, starchy, and other vegetables. | Meets Standard               | <input type="checkbox"/> |
| <b>Dairy</b>                    | 1 cup equivalent                 | Minimum 1                                                                                                                 | Meets Standard               | <input type="checkbox"/> |
| <b>Fats and Oils</b>            | 1 tablespoon equivalent          | Varies                                                                                                                    | Meets Standard               | <input type="checkbox"/> |

All foods are assumed to be in nutrient-dense forms; lean or low-fat and prepared with minimal added sugars; refined starches, saturated fat, or sodium. If all food choices to meet food group recommendations are in nutrient-dense forms, a small number of calories remain within the overall limit of the pattern (i.e., limit on calories for other uses). The number of calories depends on the total calorie level of the pattern and the amounts of food from each food group required to meet nutritional goals. Calories up to the specified limit can be used for added sugars, saturated fat, and/or alcohol, or to eat more than the recommended amount of food in a food group.

**Instructions: This form is to be submitted electronically to the Kansas Department for Aging and Disability Services at [KDADSOAASCA@ks.gov](mailto:KDADSOAASCA@ks.gov) with menus and computer and/or meal pattern analysis dated and signed by the dietitian.**

I certify to the best of my knowledge these menus provide one-third of the current Dietary Reference Intakes for individuals aged 70 years and older and conforms to the 2020-2025 Dietary Guidelines for Americans.

Dietitian Signature \_\_\_\_\_ Date \_\_\_\_\_  
KS License or Registration # \_\_\_\_\_ Email Address \_\_\_\_\_

[illegible]

OAA C32  
HMEL

[illegible]

## Jayhawk Area Agency on Aging (JAAA)

### Older Americans Act (OAA) Home Delivered Meals Wait List Tracking Policy and Procedure

#### Purpose

The Jayhawk Area Agency on Aging (JAAA) is required to track and report Home Delivered Meal (HDM) wait lists to the Kansas Department for Aging and Disability Services (KDADS). This process ensures that JAAA can identify both *unserved* and *underserved* individuals in need of meal services and accurately assess service delivery and funding needs across the region.

#### Definitions

##### Unserved:

Individuals who need a Home Delivered Meal but are **not currently receiving any meal** under any funding source, including OAA, local government funds, donations, or self-pay.

##### Underserved:

Individuals who are receiving some meal service, but that service does **not fully meet their nutritional needs**. This includes:

- Individuals who need more meals than can be provided under the OAA HDM contract (e.g., receiving 5 meals per week but require 7, or need 2 meals per day).
- Individuals receiving a meal funded **through another source**, such as private pay, city or county funding, community donations, or other non-OAA programs.

#### Reporting Requirements

- Each Home Delivered Meal provider must submit the wait list information to JAAA by the **last business day of each month**.
- JAAA will compile and report totals to KDADS by the **3rd of each month**.
- Reports must be submitted via email to:  
 **reporting@jhawkaaa.org**
- Reports should be submitted in the format provided by JAAA (Excel or PDF).

#### Reporting Format

| Service      | Number of Persons UNSERVED (definition above) | Number of Persons UNDERSERVED (definition above) | Comments regarding service delivery problems or funding problems |
|--------------|-----------------------------------------------|--------------------------------------------------|------------------------------------------------------------------|
| HMEL OAA C32 |                                               |                                                  |                                                                  |

## Documentation

Providers must maintain documentation supporting reported numbers, including:

- Intake assessments and eligibility forms
- Service delivery records
- Communication logs for individuals on the wait list

This documentation should be retained in accordance with JAAA and KDADS recordkeeping requirements and made available for review upon request.

## Wait List Management Procedures

1. **Eligibility Review:** Confirm that each individual on the wait list meets OAA eligibility criteria for Home Delivered Meals.
2. **Prioritization:** Identify if the individual qualifies under priority categories (e.g., low-income, isolated, or frail).
3. **Follow-Up:** Providers should contact individuals on the wait list **at least monthly** to confirm continued need and interest in service.
4. **Resolution:** Once service becomes available, update the wait list to reflect the individual's start date and remove them from the *unserved* or *underserved* count.

## Contact for Questions

For questions regarding this policy, reporting requirements, or data submission, contact: Jayhawk Area Agency on Aging (JAAA) [reporting@jhawkaaa.org](mailto:reporting@jhawkaaa.org).

## Notes

- Ensure consistent use of the *unserved* and *underserved* definitions across all providers.
- Clearly document changes in service status (unserved → served → underserved) to maintain data accuracy.
- Providers are encouraged to communicate any ongoing service delivery or funding barriers in the “Comments” section of their report.