

# 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
Revised 11/12/2025

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

Join Zoom Meeting

https://us02web.zoom.us/j/88066281075?pwd=T6sJKh5fpVwaTkNR GMuSrHcb5HBUzA.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 homedelivered 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 Ageny 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

- o Minimum \$1,000,000 per occurrence (bodily injury, personal injury, property damage)
- o Minimum \$2,000,000 aggregate
- Workers' Compensation & Employer's Liability
  - Workers' Compensation: statutory (all states endorsement)
  - o 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.
  - o This does not create a partnership or joint venture.
  - o Certificate Holder:
    - Jayhawk Area Agency on Aging, Inc.
    - 2910 SW Topeka Blvd., Topeka, KS 66611
  - o 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:
  - o 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 Orginaztions

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

# 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

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

#### 1. INTRODUCTION & STATEMENT OF NEED

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

The purpose of the HMEL 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, up to 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.

# 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 maximum of 195 service
  days.
- 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, up to five (5) days per week, Monday through Friday, for a maximum of 195 service days.
- (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 (AUAI) for each HMEL 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 AUAI 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 AUAI within 6 days for new HMEL 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.
  - o 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 (AUAI), 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 3<sup>rd</sup> 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 10<sup>th</sup> 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.

#### 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 up to 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 NSIPeligible 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:

- o 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.

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#### 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 up to 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/UAIs.
- 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 OAAfunded 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, costeffectiveness, 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