

**DETROIT AREA AGENCY ON AGING**  
**1333 Brewery Park Blvd., Suite 200**  
**Detroit, Michigan 48207-4454**  
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**REQUEST FOR PROPOSAL**  
**FISCAL YEARS 2021-2022**

**Nutrition Services**

**INSTRUCTIONS AND APPLICATION**  
*Due by 5:00 P.M. ESDT, Friday March 13, 2020*  
*Late Applications Will Not Be Accepted*

**Congregate, Home Delivered and Holiday Meals**

*Contracted through Federal and State Funds*  
*Awarded by the Detroit Area Agency on Aging*

**Planning and Service Area (PSA 1A):**

**Detroit, Grosse Pointe, Grosse Pointe Farms,**  
**Grosse Pointe Park, Grosse Pointe Shores,**  
**Grosse Pointe Woods, Hamtramck,**  
**Harper Woods and Highland Park**

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Wayne W. Bradley, Sr.  
Chairman  
Board of Directors  
Detroit Area Agency on Aging

Ronald S. Taylor  
President and CEO  
Detroit Area Agency on Aging

# Detroit Area Agency on Aging

## REQUEST FOR PROPOSALS Nutrition Services FISCAL YEARS 2021-2022

### TABLE OF CONTENTS

	Page
<b>I. Instructions to Applicants .....</b>	<b>3</b>
A. Notice to Applicants .....	3
B. Introduction.....	3
C. Schedule of Activities .....	7
<b>II. Proposal Process and Contract Conditions .....</b>	<b>8</b>
A. Eligibility Criteria .....	9
B. Criteria for Acceptance and Review of Applications .....	9
C. Performance Bond Requirement.....	12
D. Proposal Requirements.....	12
E. Required Proposal Information and Format .....	13
F. Proposal Review Criteria .....	22
G. Proposal Review Process .....	22
H. Contract Period .....	23
I. Conditions and Disclaimers .....	23
J. Applicable Laws .....	24
K. HIPAA Requirements .....	24
L. Penalties .....	24
M. Non-Collusion.....	24
N. Default and Termination .....	24
<b>III. Program Information .....</b>	<b>27</b>
A. Primary Vendor .....	27
B. Subcontracting.....	27
C. Congregate Site Locations .....	28
D. Congregate Site Management.....	28
E. Program Vehicles and Primary Equipment .....	29
F. Level and Type of Meals .....	30
G. Program Income.....	30
H. Financial Records and Audits .....	30
<b>IV. Program Requirements .....</b>	<b>30</b>
A. AASA Meal Planning Guidelines.....	30
B. Holiday Meals.....	30
C. Staffing.....	31
D. Training.....	32

E.	Sanitation .....	33
F.	Quality Assurance .....	34
G.	Food Packaging.....	35
H.	Equipment and Supplies .....	36
I.	Delivery of Food .....	37
J.	Level of Meals .....	40
K.	Penalties .....	40
L.	Reporting.....	40
M.	Confidentiality .....	41
<b>V.</b>	<b>Appendices.....</b>	<b>43</b>
	Required Proposal Information and Format Checklist.....	i
A.	Signature Authorization .....	iii
B.	Financial Management.....	v
C.	Assurance of Compliance with Tax Requirements.....	vii
D.	Meal Price Summary Document.....	viii
E.	Meal Cost Analysis .....	x
F.	AASA Menu Guidelines .....	xvii
G.	Procurement of Local Match Detail.....	xxviii
H.	Assurance of Compliance with the Department of Health and Human Services Regulation under Title VI of the Civil Rights Act of 1964.....	xxx
I.	Business Associate Agreement Addendum (HIPAA) .....	xxxi
J.	Michigan Civil Rights Laws .....	xli
K.	Model Client Bill of Rights and Grievance Procedure .....	xlii
L.	Minority Contractor Status .....	xliii
M.	Non-Collusion Affidavit .....	xliv
N.	Meal Quality Review .....	xlvi
O.	Detroit Area Agency on Aging Appeals Procedure.....	xlvi
P.	Applicable Laws .....	xlviii
	• Older Americans Act	
	• Code of Federal Regulations	
	• U.S. Office of Management and Budget	
	• Aging and Adult Services minimum standards	
Q.	Estimated Level of Meals .....	xlix
R.	Prescreening Checklist .....	li

# I. INSTRUCTIONS TO APPLICANTS

## A. NOTICE TO APPLICANTS

THE DETROIT AREA AGENCY ON AGING WILL BE ACCEPTING SEALED BIDS FOR ITS NUTRITION PROGRAMS.

BID PROPOSALS MUST INCLUDE A **BOUND** ORIGINAL AND THREE (3) COPIES SUBMITTED **BOUND** AND ADDRESSED TO:

Detroit Area Agency on Aging  
1333 Brewery Park Blvd., Suite 200  
Detroit, MI 48207-4544

**Sealed and bound Bid Proposals will be accepted up to 5:00 p.m. Eastern Standard Time (EST) on Friday March 13, 2020 at the reception desk of Detroit Area Agency on Aging.** The official clock for the determination of the 5:00 p.m. EST will be the DAAA's office clock. Bids received after that date and time will not be considered. It is the sole bidder's sole responsibility to ensure that responses are received on time, notwithstanding delays resulting from postal handling, weather or any other reasons. Bids that are incomplete, not properly endorsed or signed, will be rejected.

## B. INTRODUCTION

The Detroit Area Agency on Aging (DAAA) is a private, non-profit organization responsible for planning, coordinating, developing and funding congregate meals, home delivered meals, holiday meals, and other elder care services in the cities of Detroit, Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Park, Grosse Pointe Shores, Grosse Pointe Woods, Hamtramck, Harper Woods and Highland Park. The total over 60 population of the DAAA service area is 148,458.

The DAAA service area has a large and highly diverse population, including African American, Hispanic, Asian, and Arabic (Muslim) populations. There are 148,458 people over the age of 60 living in the DAAA service area, 13,060 white, 109,413 black, 1,930 Asian, and 3,415 Hispanic. Additionally, the DAAA is aware that there is a growing population of individuals over the age of sixty that are of Arabic decent however; it is difficult to quantify due to the way individuals are counted on the U.S. census.

This Nutrition RFP will seek to include all populations, providing quality, variety, culturally specific meals, and addressing the food insecurities for all DAAA constituents.

Founded in 1980, the DAAA is one of 16 Area Agencies on Aging in Michigan authorized under the Older Americans Act of 1965, as amended. Under this

federal act, all area agencies on aging receive federal funding and are responsible to their state unit on aging and indirectly to the Administration on Community Living for the delivery of services to older adults within their particular region. In the State of Michigan, Public Act 180 (Older Michigianians Act of 1981) authorizes the Michigan Aging and Adult Services Agency (AASA) to serve as the designated state unit on aging and specifically outlines the responsibilities of the state's 16 area agencies on aging. It also authorizes the State to augment federal Older Americans Act dollars with funding from the state's general revenue budget.

The DAAA administers the Congregate Meal Program, Home Delivered Meal Program (Meals on Wheels), and the Holiday Meals Program. The DAAA for this planning and funding cycle will be implementing a “culturally specific” meals program designed to address the food insecurities of constituents who may not otherwise be able to participate in our programs.

The DAAA is accepting **bound** bids from interested parties for producing and delivering regular hot congregate, hot/frozen home delivered meals, and hot holiday meals to older Americans throughout the DAAA service area for a two (2) year period beginning October 1, 2020 and terminating September 30, 2022. The Detroit Area Agency on Aging will entertain a six (6) year bid should an applicant intend to build a new facility in the DAAA service area. Menus for the regular meal program must provide a diverse array of meals, taking into account the cultural influences and needs of our constituents (Asian, Hispanic, Arabic and African-American soul food influences)

### **CONGREGATE MEALS**

Eligibility requirements for the congregate program are as follows: Clients must be 60 years of age or older. Clients under 60 but are accompanying an eligible client are permitted to participate. Clients under the age of 60 that are disabled and live in a senior high-rise that has a congregate site may participate.

The congregate program will consist of offering a six week menu cycle that meets the AASA guidelines for meals (**Appendix F**), preparing and delivering hot regular meals five days a week in bulk. The DAAA currently has twenty three (23) existing congregate sites. There is the possibility of opening new sites as well as cultural specific sites. The DAAA is open to a single vendor or multiple vendors working together to provide the services needed. Applicants should consider innovative ways to meet the requirements and guidelines outlined in (**Appendix F**). Successful applicants should be capable of providing hot weekend meals as needed. The number of congregate meal sites will be evaluated on a yearly basis and new openings or closures will be based on funding.

Congregate meals must be of “Premium” quality, meaning whole muscle chicken and fish, 100% beef product, and grade A fruits and vegetables will be required. Successful applicants will be able to locally source at least 30% of raw food products to promote

“Farm to table”. All meals must comply with nutritional standards and nutrient targets as required by AASA Guidelines (**Appendix F**).

Expected meal service levels are as follows (**Appendix Q**):

- 250 service days at 23 Congregate Meal Sites equating to approximately 180,000 meals per year

### **HOME DELIVERED MEALS**

Participants in the Home Delivered Meal Program must be 60 years of age or older, be homebound, unable to prepare meals for themselves, have someone living with them that is not able to care for them full time, be the spouse of an eligible client, or the disabled child of an eligible client.

Preparing and delivering hot or frozen meals to individuals in homes or apartments throughout the DAAA service area:

- Individual hot meals delivered daily (Monday-Friday), and should be of “Premium” quality, meaning whole muscle chicken and fish, 100% beef product, and grade A fruits and vegetables must be used.
- “Premium” quality Frozen 5 meal packs delivered weekly, meaning whole muscle chicken and fish, 100% beef product, and grade “A” fruits and vegetables must be provided.
- **30%** of raw food products must be locally sourced to promote “farm to table.”
- Liquid meals, in two 12 meal cases, delivered monthly, and/or;
- Shelf stable meals, in 5 meal packs, delivered at least annually.
- Successful applicant will be capable of delivering hot weekend meals should DAAA deem it necessary.
- Successful applicant will be capable of providing medically tailored meals as needed

The specifications reflect the DAAA’s preference in regard to certain requirements, while displaying adherence to Federal and State regulations concerning meal programs for older persons. Additional menu guidelines can be found in (**APPENDIX F**).

Expected meal service levels are as follows (**Appendix Q**):

- Hot home delivered meals approximately 140,000
- Frozen home delivered meals approximately 325,000
- Liquid including diabetic Glucerna approximately 60,000
- Shelf stable meals approximately 10,000

## **HOLIDAY MEALS PROGRAM**

Participants in the Holiday Meals on Wheels program must be at least 60 years of age to receive the meal. Meal recipients must also have a completed participation form on file with DAAA to receive meals.

Preparing and delivering approximately 18,000 holiday meals on four Holidays. The successful Holiday Meal provider's facility must be clean/safe, and be able to provide adequate space for up to 200 volunteers to pack both the cold and hot portions of the holiday meal. The hot portion of the holiday meal is packed and delivered on the actual holiday. The cold portion of the holiday meal is packed prior to the holiday and is coordinated by the DAAA. Expected meal service levels are as follows:

- Easter Day - Approximately 3,500 home-delivered meals
- Labor Day – Approximately 3,500 meals home-delivered meals
- Thanksgiving – Approximately 5,500 home-delivered meals
- Christmas Day - Approximately 5,500 home-delivered meals

The successful applicant must provide drivers, staff to assist in the packing of hot/cold portions of the meal, and delivery of holiday meals when necessary.

## **CULTURALLY SPECIFIC MEALS**

Eligibility for the “Culturally Specific” programs is the same as the regular program but with one addition. These clients are unable to participate in the regular congregate, home delivered, or holiday meal programs because they cannot meet their cultural or ethnic needs for meal preparation. This program encompasses but is not limited to Halal, Kosher, Vegan, etc. The “Culturally Specific” hot congregate, hot home delivered and hot holiday meals must meet client cultural as well as religious needs. Culturally specific holiday meal providers can be restaurants or caterers. Expected meal service levels are as follows (**Appendix Q**):

- Hot home delivered meals approximately 25,000 meals
- Hot congregate meals approximately 10,000 meals
- Hot holiday meals approximately
  - Thanksgiving 275 meals
  - Christmas 275 meals
  - Easter 275 meals
  - Labor Day 275 meals

C. SCHEDULE OF ACTIVITIES

**Detroit Area Agency on Aging**  
**Fiscal Year 2021-2022 Request for Proposals Calendar**

RFP Public Notice (Sunday Newspaper)	Sunday February 9, 2020
RFP Available on DAAA webpage	Monday February 10, 2020
Technical Assistance Workshop (TAW)	Thursday February 13, 2020
Questions can be emailed only to <a href="mailto:lopezg@daaa1a.org">lopezg@daaa1a.org</a> for one week after the TAW and answers will be provided to all who attend.	
DAAA Office, 1333 Brewery Park Boulevard, Detroit – First Floor	10:00A.M. EST
Please call 446-4444 Extension 5227 to RSVP your attendance or request webinar access.	

<b>Proposals Due at DAAA Office **</b> <b>(Typed bound original and three copies)</b>	<b>Friday March 13, 2020</b> <b>5:00 p.m.</b>
<b>THE OFFICIAL CLOCK FOR THE DETERMINATION OF THE 5:00 P.M. EST WILL BE THE DAAA’S OFFICE CLOCK. PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL NOT BE CONSIDERED. PROPOSALS THAT ARE INCOMPLETE, NOT PROPERLY ENDORSED OR SIGNED, WILL BE REJECTED.</b>	

DAAA Awards Contract	Monday March 30, 2020
Contract begins	October 1, 2020

**NO ASSISTANCE WILL BE PROVIDED AFTER THE ANSWERS TO THE QUESTIONS FROM THE (TAW) HAVE BEEN EMAILED.**



## II. PROPOSAL PROCESS AND CONTRACT CONDITIONS

This Request for Proposal process is meant to provide that a fair and objective method is used for acquiring services for older persons with the public funds administered by the DAAA.

This Request for Proposal, however, does not commit the DAAA to award a contract, to pay any cost incurred in the preparation of an application in response to this request, or to procure a contract for services or supplies.

The DAAA reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources or to cancel in part or in its entirety this Request for Proposal if it is in the best interest of its planning and service area.

Funds are dependent upon the continuing availability of Federal (Older Americans Act) and/or State funds, contractor performance and determinations of need, services, activities and delivery methods.

All proposals must be consistent with the service standards developed by the Michigan Aging and Adult Services Agency (AASA) and the DAAA. The standards pertaining to Congregate Meal Services and Home Delivered Meal Services can be found in Section IV of this document.

Applicants that do NOT meet the minimum requirements stated in Section A, “ELIGIBILITY CRITERIA” below, will NOT be considered any further. If the criteria in Section A are met, then applicants must meet all criteria stated in Section B “CRITERIA FOR ACCEPTANCE AND REVIEW OF APPLICATIONS” in order to be considered further. The “Pre-screening” checklist that will be utilized can be found in (**Appendix R**).

Applications for the grant will be reviewed and scored according to the chart below.

Criterion	Maximum Score	Scoring
Meal Variety/Quality and Meal Cost (Price per Meal)	25	
Applicant’s Facility, Equipment, Delivery and Computer System	20	
Program Implementation Plan	15	
Applicant’s Experience and Qualifications	10	
Financial Requirements	10	
Staffing	5	
Applicant’s Policies and Procedures	5	
Emergency Site	5	
Cultural Appropriateness	5	

<b>Total</b>	<b>100</b>
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DAAA will take into consideration eligible RFP applications from multiple vendors in partnership, should their response to the RFP meet DAAA’s needs. Additionally, the DAAA will consider multiple vendors in order to provide the services needed to meet the client’s needs.

**A. ELIGIBILITY CRITERIA**

1. The applicant must have been in existence for a minimum of **five (5)** years. Any public, private non-profit, for-profit corporation, partnership, or limited liability company which is organized in accordance with State statutes and authorized to conduct business in the State of Michigan is eligible to apply. All applicants, including current and previous contractors, must submit a proof of incorporation or organization with this proposal, with the exception of local units of governments.
2. The applicant must be financially viable as demonstrated by having a positive fund balance or retained earnings (as demonstrated by a financial report with balance sheet showing a positive fund balance or retained earnings).
3. The applicant must demonstrate that they are current in all local, state and federal taxes.
4. The applicant may be a private for-profit or non-profit organization.

**B. CRITERIA FOR ACCEPTANCE AND REVIEW OF APPLICATIONS**

1. The successful applicant/applicants for hot congregate, hot/frozen home delivered and hot “culturally specific” meals must have a kitchen within the DAAA service area. If an applicant is bidding for all meal production and delivery, they must meet a minimum production capacity and mechanism for delivery of approximately 2,500 home-delivered meals and 800 congregate meals per day. Additionally, storage for a minimum of 10,000 self-stable meals for delivery once per year, 8,400 liquid meals per month, and up to 6,000 holiday meals during four holidays (Easter Day, Labor Day, Thanksgiving and Christmas Day).
2. Applicants wishing to bid on portions of the grant must describe what services they intend to provide, the maximum capacity at which their facility can produce meals, and descriptions of how they intend on delivering the services needed.
3. Applicants must describe the facility or facilities at which the meals will be prepared. The applicant or applicants must describe the vehicles that will be utilized for the transport and delivery of type of meals they are bidding for. IE. congregate, home-delivered meals, liquid, shelf stable and holiday meals.

Additionally, applicant must describe the process by which they will maintain both cold and hot temperatures during delivery of meals.

4. The applicant must show proof of adequate staffing along with proof of their qualifications and provide a description of such along with criminal background checks, credentialing, licensing, Serve Safe Certification, Food Handlers Cards, TB testing and Hepatitis A vaccination, and provide a criminal background check for each employee.
5. The applicant must provide plans that describe their ability to continue services during emergency situations such as inclement weather, power outage or the inability to use the facility for an extended period of time.
6. If applying for the Holiday Meals portion of the Nutrition Program, the applicant must show they have a commercial kitchen within the DAAA service area that has the capacity and floor space to allow for staging, preparation, packaging of the cold and hot portions of the menu and delivery of the holiday meals. Current holidays consist of but may not be limited to Thanksgiving, Christmas, Easter, and Labor Day.
7. The applicant should be ready to provide samples of all meal types that are described in their application. Depending on what portion of the Nutrition Program they are bidding for, the expected meal types could include: hot holiday, frozen, shelf-stable, hot congregate/home delivered, liquid, and medically tailored meals. Menus should be diverse in their influence (Asian, Hispanic, and Soul Food). There is a provision for the subcontracting of specialty meals; such as Halal, Kosher, Vegan etc. and other culturally specific meals if authorized by DAAA.
8. The applicant must submit a transition work plan/timeline that demonstrates transition to full operations effective October 1, 2020 for the portions of the Nutrition Program for which they are applying. Applicants intending to build a new facility must provide assurances that any and all costs associated with delayed start of meals will be the responsibility of the applicant. Partial services will be reimbursed at a reduced rate to be determined by the DAAA.
9. The applicant will demonstrate how they intend to maintain contact with the DAAA throughout the work day. Successful applicant will ensure the DAAA that any and all staffing changes are communicated.
10. The successful applicant must show examples of routing and delivery tech./software that meets the approval of DAAA for the Home Delivered Meal Program. The software system must track service information (ServTracker, Meals on Wheels Manager, Meal Service, Salesforce.org, Supportive Services Aid etc.); units of service, number of clients served and provide support documentation for billing purposes. **Electronic signature for proof of delivery is**

**a must.** Additionally, the applicant will keep monthly a hard copy of the client list with names, phone numbers, and addresses as part of their emergency preparedness. Old copies will be shredded.

11. The applicant must be willing to interface and utilize DAAA information system and software and allow DAAA access to their delivery software.
12. The applicant will provide an in-kind and/or cash local match (non-federal and non-state) which will enhance the program operations (in accordance with AASA guidelines as described in Section E 24.)

Some examples of potential local match are, but are not limited to:

- a. Applicant may provide one (1) free meal for every 99 meals purchased.
  - b. Applicant may provide a 10 percent local match for a new contract and 15 percent for an existing contract.
  - c. Applicant may contribute up to \$50,000 or more annually to Detroit Meals on Wheels for holiday meals.
13. The applicant must provide access to a Registered Dietitian, food handlers licensing and certification, as well as required building codes and city inspections.
  14. The successful applicant will provide the DAAA with copies of all state and local licensure, as well as Health Department inspection results from the last fiscal year if they are using an existing kitchen. The successful client will provide access to their facility to DAAA staff at all times for review and inspection of meals.
  15. The successful applicant will provide evidence of successful nutrition programs with meal pricing, type and delivery options. The applicant should be able to demonstrate the ability to maintain a **6 week** cycle menu.
  17. The applicant must maintain operational policies and procedures and be prepared to provide these documents to DAAA upon request.
    - Minimum 6 week cycle menus which ensure that each meal provides, at a minimum, 1/3 percent of the Daily Recommended Intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.
      - “Scratch” cooking is preferred to processed and ready-to-eat foods.
      - **30%** minimum locally sourced raw food products
      - Serving sizes of each meal component can be found at <http://www.choosemyplate.gov>
      - The vendor must have access to a Registered Dietitian who will be responsible for the menus nutritional makeup.

18. The applicant must demonstrate the ability to submit program and financial reports to DAAA.
19. The applicant must demonstrate the ability to submit Incident reports to DAAA for missed meals, no-shows, clients that may no longer qualify, have moved or no longer want to receive services.
20. The vendor will demonstrate their willingness to honor HIPAA and Privacy Act for program participants and provide policies that address these issues.

### **C. PERFORMANCE BOND REQUIREMENT**

Within 30 days of the awarding of the contract, the contractor shall provide to the DAAA a Performance Bond in the amount of 2% of the bidding price, which must be maintained for the contract period. This bond shall be payable to compensate the DAAA for its cost in selecting another nutrition program vendor if:

1. The contractor terminates the contract for any reason, other than the DAAA's substantial failure to perform the contract; or
2. The DAAA terminates the contract for cause as defined in Section II-K; or
3. The contractor fails to meet the designated target dates in the Implementation Plan.

The DAAA reserves the right to reopen the proposal process if the contractor fails to provide the required Performance Bond within 30 days of being awarded the contract.

### **D. PROPOSAL REQUIREMENTS**

All applications submitted to the DAAA must meet the following basic criteria to be considered:

1. A **bound** original and three copies of the signed proposal are required.
2. Handwritten, faxed and e-mailed applications will not be considered.
3. Applications must be received in the DAAA office at 1333 Brewery Park Blvd., Suite 200, Detroit, MI 48207-4544 by 5:00 p.m. ESDT, Friday March 13, 2020. Late applications will not be accepted.
4. Applications must address the provision of regular/culturally specific hot Congregate Meals, hot/frozen Home Delivered Meals, and hot Holiday Meals as specified in this Nutrition Services Request for Proposal.

5. Authorized personnel must sign the application in all required places

## **E. REQUIRED PROPOSAL INFORMATION AND FORMAT**

All applications submitted to the DAAA must include the following documentation and/or information to be considered:

1. **SIGNATURE AUTHORIZATION FORM:** Complete all information requested on the Signature Authorization form located in (**Appendix A**) of this RFP. Include a copy of the applicant's Articles of Incorporation as evidence of the organization's existence for a minimum of five (5) years.

Note: This form will also serve as a checklist for use upon completion of the application. Please review the items to make sure you have complied with all appropriate requirements listed on the checklist and that the application you are submitting is complete.

2. **APPLICANT QUALIFICATIONS:** Provide a narrative detailing the applicant's qualifications and experience. These details must include, but are not limited to, the following areas:
  - a. A list of all current client contracts, including the name, address and telephone number of the contact person;
  - b. A list of all past client contracts performed since **2015**, including the name, address and telephone number of the contact person;
  - c. **Five** References from current and/or past clients.
  - d. The applicant must address all provisions of whatever portion of nutrition program they are applying for. Be it, regular/culturally specific hot Congregate Meals, hot/frozen Home Delivered Meals and Holiday Meals.
  - e. A narrative describing the service and volume levels for all contracts performed since **2015**; as well as a description of the company's experiences operating in urban and suburban communities.
  - f. A list of all forfeitures of bid and/or performance bonds, and a list of all litigations involving contracts relating to the applicant's core business since **2015**; and
  - g. Resumes of all key personnel to be involved in this contract.
    - a. Food Service Director
    - b. Registered Dietitian
    - c. Production Manager
    - d. Driver Supervisor
    - e. Regional Manager

3. **KITCHEN LOCATION:** Provide the location and description of the applicant's current food preparation sites, and the location and description of the food preparation sites to be used for the program, if different. Should the successful applicant need to lease, retrofit, or build a kitchen, they will do so with the understanding that meal services are required to start on **October 1, 2020**. Any delay and or incurred costs due to late availability of the kitchen will be the sole responsibility of the applicant. Should only partial service be available for any period of time, due to limited availability of the new facility, they will be at a reduced cost to be determined by DAAA.

All food preparation sites must comply with all federal, state and local codes and health standards. Indicate the site's availability for use as an emergency center equipped with storage capacity, Wi-Fi, and a commercial generator if the intention is to provide hot/frozen home delivered meals. It is the expectation that the hot/frozen home delivered meal kitchen will support efficient delivery of food at an economical rate and support staging for natural and man-made disasters. The layout of the facility should be conducive to the Holiday MOW meal prep, hot/cold packing and staging of deliveries. The facility must have enough parking to accommodate up to 150 volunteers and be large enough to allow for the hot/cold packing to take place for the HMOW program (Thanksgiving, Christmas, Easter, and Labor Day).

4. **NUTRITION STANDARDS & MENU STANDARDS:** Provide proposed congregate and home delivered meal 6 week cycle menus and nutritionals demonstrating compliance with the RFP requirements (**Appendix F**). The DAAA may require each applicant to provide actual production meals from these menus to be taste tested by a review team selected by the DAAA. The DAAA will select the number of meals and meal types to be tested. The meal taste test review team will evaluate the quality of each meal by using the criteria in (**Appendix N**).
5. **MENU DEVELOPMENT:** Describe the applicant's menu development process, including a description of flexibility and customization options of menus within each menu cycle. (A menu cycle will be 6 calendar weeks at a minimum.) The successful applicant will actively participate in the bi-monthly Congregate Site Education Training (**CSET**) meetings as well as quarterly Project Council Meetings. Successful applicants will send representation from management to address concerns from the participants and provide trainings when necessary. (i.e. Proper temperature taking)
6. **FOOD SAFETY STANDARDS:** Describe the applicant's compliance with food safety standards. Include a list of current and/or proposed vendors to be used by the applicant for the procurement of all food and

non-food items and/or services. Candidate must be able to produce Serve Safe Certifications for the local kitchen location. The successful applicant must provide Health Department Inspections within 5 business days and a written plan of action with timelines of when findings will be remedied.

7. **FOOD COST AND INVENTORY CONTROL:** Describe the applicant's food cost and inventory control procedures.
8. **EMERGENCY MEAL KITS:** Describe the applicant's ability to procure and deliver emergency "shelf stable" meal kits for the home delivered meal program that are in compliance with the requirements of this RFP.
9. **HOLIDAYS:** If applying for the Holiday Meals Program, provide sample menus for each holiday designated in this RFP. Labor Day, Thanksgiving, Christmas, and Easter.
10. **STAFFING:** Describe the applicant's staffing, management structure and staff retention policies. Staff retention is critical to providing a consistent product and to providing HDM clients a friendly recognizable face on a daily basis. Provide an organizational chart of the applicant showing all of the staff that will be involved with the operation of the contract. Information shall be included which delineates the specific responsibilities for all staff members, indicating which positions are currently filled and which positions are not.
11. **CRIMINAL BACKGROUND CHECKS:** Meal providers shall have written procedures to thoroughly check references on paid staff that will be entering participant homes. In addition, each provider must conduct an annual criminal background review through the Michigan State Police for each paid and/or volunteer staff person who may be entering participants' homes. The costs for such background reviews should be taken into account when determining unit costs for the bid.
12. **TRAINING:** Describe the applicant's training policies and procedures.
13. **SAFETY & SANITATION:** Describe the applicant's compliance with the safety & sanitation requirements indicated in this RFP. Indicate applicant's ability to complete incident reporting.
14. **QUALITY ASSURANCE:** Describe the applicant's quality assurance and quality improvement policies and procedures. This narrative must also include a contingency plan for meal service continuance in the event of the following circumstances:
  - a. Food and supply shortages;
  - b. Meals disallowed by the DAAA because of poor quality or unsafe temperature;



- c. Delivery vehicle breakdown(s) and/or accident(s);
  - d. Driver shortage;
  - e. Inaccessible roads due to adverse weather conditions;
  - f. Labor shortage and/or strike; and
  - g. Loss of water, utilities and/or use of major equipment at the meal preparation facilities.
  - h. Total closure of the facility due to natural disaster, health inspection, or breakout of a communicable disease.
15. **FOOD PACKAGING:** Describe the applicant's compliance with the food packaging requirements indicated in this RFP, including USDA certifications. **(I. Delivery of Food)**
16. **EQUIPMENT AND SUPPLIES:** Provide a list of all the major equipment that will be used for food storage, preparation and transportation. Describe how hot foods will be kept hot and cold foods kept cold. All equipment must be National Sanitation Foundation approved. In addition, provide a description of the delivery vehicles, routing software, delivery technology and the status of all delivery equipment and supplies.
17. **DELIVERY OF FOOD:** Provide a description of the applicant's food delivery plan. Include details of all proposed meal delivery vehicles. Describe applicant's plans for keeping proper temperatures throughout the delivery process and provide a schedule of delivery van cleaning/sanitation.
18. **INFORMATION TECHNOLOGY:** Provide a detailed plan of the applicant's intended use of information technology to maximize program efficiency. This plan must include the following:
- a. An electronic delivery routing system;
  - b. An electronic meal delivery verification (**electronic signature**) and reporting system; and
  - c. All program reporting requirements.
  - d. Missed delivery tickets, GPS, real-time delivery and routing software that DAAA will have access to.
19. **PROGRAM IMPLEMENTATION PLAN:** Provide a program implementation plan that provides specific details and target dates related to all key tasks required to be fully operational and serve congregate and home delivered meals beginning **October 1, 2020**.

20. **FINANCIAL MANAGEMENT:** Provide all information as requested in **Appendix B** (Financial Management) of this RFP.
21. **COMPLIANCE WITH TAX REQUIREMENTS:** Complete and provide all information as requested in (**Appendix C**) (Assurance of Compliance with Federal, State and Local Tax Requirements) of this RFP.
22. **MEAL PRICE DOCUMENT:** Complete all information as requested on the Meal Price Document located in (**Appendix D**) of this RFP. The applicant's proposed bid must be reasonable and consistent with DAAA's current range of reimbursement. Meal pricing for successful applicants building a new facility should reflect depreciation of equipment and vehicles over the length of the contract. Pricing for new facilities should be in 3 year and 6 year contract lengths. Additionally annual price increased should not exceed the consumer price index.
23. **MEAL COST ANALYSIS:** Complete the appropriate forms from the seven (7) Meal Cost Analysis forms located in (**Appendix E**) of this RFP which correlate with your application.
24. **LOCAL MATCH REQUIREMENT:**

Local Match is required for Older Americans Act (Federal or State) Nutrition funds and consists of resources used in the operation of the Nutrition Program for which no Federal or State nutrition funds are used to compensate the resource provider. The Match amount is determined by a formula based on a minimum match ratio of 90% federal/state funding to 10% Local Match.

The Local Match may be cash, in-kind resources, or a combination of both. The value of all in-kind local matches must be verified by supporting documentation. Provide all information as requested in (**Appendix G**) (Procurement of Local Match Detail) of this RFP. Include a narrative summary and complete Chart 1.

An example of how to compute the amount of local match required is as follows (Note that the example used represents a 10% minimum match):

**Step A**

Grant Request divided (/) by 0.90 equals (=) Factor (in dollars)  
 $\$54,387 / 0.90 = \$60,430$

**Step B**

Factor minus (-) Grant Request equals (=) Minimum Local Match (in dollars)

$\$60,430 - \$54,387 = \$6,043$

Minimum Match (10%) = \$6,043

Note: Applicants must comply with Local Match requirements to be eligible for funding. Organizations that are unable to comply with Local Match cash requirements may request consideration of a waiver of cash match for additional in-kind match. This waiver request must be submitted in writing with this RFP. It MUST include the reason why the match waiver is needed and the original documentation to support the in-kind match source.

Cost sharing or matching. (As found in Title 2 CFR Grant and Agreements Part 200 Subpart B OMB Circular A-110)

(a) Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 Indirect (F&A) costs, 200.203 Notices of funding opportunities, and Appendix I to Part 200 - Full Text of Notice of Funding Opportunity.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under Subpart E - Cost Principles of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

(c) Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal

award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

(d) Values for non-Federal entity contributions of services and property must be established in accordance with the cost principles in Subpart E - Cost Principles. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraphs (d)(1) or (2) of this section.

(1) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in (1) above at the time of donation.

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer (f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally negotiated indirect cost rate or, a rate in accordance with § 200.414 Indirect (F&A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(g) Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

(h) The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.

(1) If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

(2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges

for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420 Considerations for selected items of cost.

(i) The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:

(1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24.

(2) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.

(3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment must not exceed its fair rental value.

(j) For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

(k) For IHEs, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

25. **EMERGENCY RESPONSE SYSTEM:** Successful applicants must maintain an emergency response system as required by DAAA, including plans in case the current kitchen is unusable, power outages, tornado, snow day, etc. The applicant must show capacity for storage, the possession of a commercial generator, and Wi-Fi connectivity to support ongoing operations and to act as an emergency response center for Region 1-A.
26. **INSURANCE:** Provide evidence of all insurance coverage. Note: Successful applicants will be required to add Detroit Area Agency on Aging as an additionally insured, and increase coverage to the minimum

requirements listed below, if necessary. All coverage must be placed with an insurance carrier rated A-VI by A.M. Best.

a. Workers Compensation	\$500,000
b. Facility	\$2,600,000
c. Automobile Liability	\$1,000,000
	(plus \$2,000,000 aggregate)
d. Insurance on Program Drivers	\$1,000,000
	(plus \$2,000,000 aggregate)
e. Unemployment Liability	\$500,000
f. Product Liability	\$1,000,000
	(plus \$2,000,000 aggregate)
g. General Liability	\$1,000,000
	(plus \$2, 000, 00 aggregate)
h. Property and Theft	\$1,000,000
i. Directors & Officers	\$2,000,000
j. Bonding	\$100,000

27. **ASSURANCES OF COMPLIANCE:** Complete signed statements assuring compliance with the following laws and regulations:
  - a. Civil Rights Act of 1964 (**Appendix H**);
  - b. Business Associate Agreement Addendum (Health Insurance Portability and Accountability Act) (**Appendix I**);
  - c. Michigan Civil Rights Laws, Non-Discrimination/Affirmative Action Principles and Applicable laws and regulations (**Appendix J**); and
  - d. The Detroit Area Agency on Aging Client Bill of Rights and Grievance Procedure (**Appendix K**).
28. **MINORITY CONTRACTOR STATUS:** Complete and sign the Minority Contractor Status form located in (**Appendix L**).
29. **NON-COLLUSION AFFIDAVIT:** Complete, sign and notarize the Non-collusion Affidavit located in (**Appendix M**).
30. **AFFILIATION AGREEMENTS:** Detail all contractual services which are planned for the proposed services. Include name, address, and nature of the affiliation agreement.
31. **FINANCIAL STATEMENTS:** Provide the applicant’s audited financial statements for years 2017 and 2018.
32. **TAX RETURN:** Provide the applicant’s annual tax return (Form 990 or 1120) for 2018 or last filed.

## F. PROPOSAL REVIEW CRITERIA

Proposals received in response to this Request for Proposal will be reviewed and evaluated in the following categories:

<b>Criterion</b>	<b>Maximum Score</b>	<b>Scoring</b>
Meal Variety/Quality and Meal Cost (Price per Meal)	25	
Applicant's Facility, Equipment, Delivery and Computer System	20	
Program Implementation Plan	15	
Applicant's Experience and Qualifications	10	
Financial Requirements	10	
Staffing	5	
Applicant's Policies and Procedures	5	
Emergency Site	5	
Cultural Appropriateness	5	
<b>Total</b>	<b>100</b>	

The proposal review criteria will be a major factor in evaluating the proposals. The contract award will be made to the applicant/applicants whose proposals are responsive to this RFP and is most advantageous to the DAAA Nutrition Program.

*NOTE: All applicants will be subject to taste testing for quality of meals.*

## G. PROPOSAL REVIEW PROCESS

1. A review team committee consisting of DAAA Stakeholders including (*staff, Board and Advisory Council members, and others*) will evaluate all acceptable applications that are received and make recommendations to the DAAA's Board of Directors.

2. The DAAA Board of Directors:

The DAAA's Board will review recommendations. Based upon these recommendations, the Board of Directors will select an applicant or applicants.

The Board of Directors reserves the right to:

- a. Reject any and all proposals;

- b. Modify, during the course of the bidding, selection and contracting process, any and all parts of the process for valid reasons, as determined by the Board in its sole discretion;
  - c. Reject any proposal as incomplete or non-responsive, as determined by the Board in its sole discretion;
  - d. Contact an applicant for additional information or clarification
    - e. Request any applicant to resubmit or modify a proposal under specific conditions; and
    - f. To award the contract to other than the lowest priced response and to waive any irregularities and or familiarities as to any proposal, as the board determines in its sole discretion.
3. Notification to Applicants and Appeals

After the Board has approved the proposals, all applicants will be notified of decisions made by the Board. Any applicant shall have the right of appeal; the Appeals Procedure is included in (**Appendix O**). Notification to all bidders will be sent via certified mail, return receipt requested, to the person so identified in the application.

4. Contracts

Contracts will be signed, and reimbursement will take place when the entire contract conditions (stipulations) noted has been satisfactorily resolved.

**H. CONTRACT PERIOD**

The contract will be executed for the period from **October 1, 2020, through September 30, 2022**. Unless the contract specifies a part-year period, the vendor must maintain the capacity to provide service during the entire contract period.

**I. CONDITIONS AND DISCLAIMERS**

- 1. All contracts and planned levels of services are exclusively for the Planning and Service Area of the DAAA.
- 2. The DAAA will accept no financial responsibility for costs related to the preparation of any proposal. Contracted levels of service are not to be adversely affected by proposal preparation.



3. All copies of proposals become the property of the DAAA upon submission. Proposals will be available for public inspection upon selection of a contractor by the DAAA Board of Directors unless an applicant demonstrates that the DAAA is obligated to maintain confidentiality. The applicant must designate and label all confidential material and submit a statement as to why it is confidential and is to be submitted no later than with submission.

## **J. APPLICABLE LAWS**

A list of applicable laws relating to this Request for Proposal is included in **(Appendix P)**. The DAAA will monitor the vendor's compliance with these laws.

## **K. HIPAA REQUIREMENTS**

Agencies that receive funding from the Detroit Area Agency on Aging are required to be in compliance with the Health Insurance Portability and Accountability Act (HIPAA). Specific requirements are described in the Business Associate Agreement that is to be signed and attached to the application as indicated in the application instructions.

## **L. PENALTIES**

The DAAA may, at its discretion, sanction the vendor for service that is late, incomplete, or fails to occur and/or for meals that do not follow the agreed upon menu and other quality standards that have been mutually and contractually agreed upon. These sanctions will take the form of non-payment for each meal service and/or each meal served or not served that did not meet contractual obligations.

## **M. NON-COLLUSION**

The contractor certifies by submitting a response that it has not, in any manner, directly or indirectly sought by Agreement or collusion, or communication or conference, with any agency and/or person, to fix the service rate paid by the DAAA, to fix any overhead, profit or cost element of said rate, to secure any advantage against the DAAA or any agency or persons interested in contracting for the services required herein. The contractor must sign the Non-Collusion Affidavit in **(Appendix M)**.

## **N. DEFAULT AND TERMINATION**

1. The contract shall remain in full force and effect until the end of the term of the contract unless otherwise terminated for cause or convenience (without cause) according to the following provisions.

- a. The DAAA reserves the right to terminate for cause. Cause is an event of default.
  - b. An event of default shall occur if there is a material breach of the contract in whole or in part, and shall include, but not be limited to the following:
    - i. The contractor fails to begin work in accordance with the terms of this contract; or
    - ii. The contractor in the judgment of the DAAA is unnecessarily or unreasonably or willfully delaying the performance and completion of services; or
    - iii. The contractor abandons the services to be undertaken; or
    - iv. The DAAA is of the opinion that the work cannot be completed within the time provided and that the delay is attributable to conditions within the contractor's control; or
    - v. The contractor assigns, transfers, conveys or otherwise disposes of the contract in whole, or in part, without the prior approval of the DAAA; or
    - vi. Any DAAA officer or employee acquires an interest in this contract so as to create a conflict of interest; or
    - vii. The contractor violates any of the provisions of the contract, disregards applicable laws, ordinances, permits, licenses, instruction or orders of the DAAA; or
    - viii. The performance of the contract, in the sole judgment of the DAAA is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed, or the DAAA regards vendors the contractors utilizes provides substandard product resulting in a unacceptable end product, or
    - ix. The contractor fails in any of the agreements herein contained; or
    - x. The contractor ceases to conduct business in the normal course due in part to the inability to exhibit basic health standards; or
    - xi. The contractor admits its inability to pay its debts generally as they become due.
    - xii. The contractor is excluded, debarred or suspended by the Federal or State government for providing services.
    - xiii. The contractor has, in any manner, directly or indirectly sought by Agreement or collusion, or communication or conference, with any agency and/or person, to fix the service rate paid by the DAAA, to fix any overhead, profit or cost element of said rate, to secure any advantage against the DAAA or any agency or persons interested in contracting for the services required herein. Such action is grounds for immediate termination of the contract.
2. Either party may terminate this Agreement, with or without cause, prior to the termination data set forth hereinafter, upon thirty (30) days prior written notice to the other party. Further, this Agreement may be

terminated immediately without further liability to DAAA, to the State of Michigan, the Department of Health and Human Services if the Vendor Agency or an official of the Vendor Agency is convicted of any activity referenced in B.17. (Debarment and Suspension) of this Agreement during the term of this Agreement or any extension thereof.

3. If the DAAA finds an event of default has occurred, the DAAA may issue a written Notice of Termination for Cause of the contract including the grounds for such termination. Termination of the Agreement by the DAAA may be for a) default by the contractor, or b) lack of further need for the service at the location named in this Agreement. "Event of Default" is defined above in section W.1. In the event of default by the contractor, the DAAA may terminate the Agreement immediately and procure the services elsewhere and hold the contractor for any excess costs incurred thereby. In the event the DAAA no longer needs the service specified in this Agreement due to program changes, change in laws, rules, or regulations, relocations of offices, or lack of funding, the DAAA may terminate the Agreement by giving the contractor written notice of such termination 30 days prior to the date of termination.
4. If, after the issuance of a written Notice of Termination for Cause, it is determined by the DAAA that the contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued. Alternately, at the discretion of the DAAA, this contract may be reinstated.
5. The contractor shall be liable to the DAAA for any damages it sustains by virtue of the contractor's breach and all costs actually incurred by the DAAA in enforcing its rights under the contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants.

The remedies outlined in this section shall be in addition to any and all other legal or equitable remedies available to DAAA.

6. The DAAA will have the right to terminate the contract at any time at its convenience by giving the contractor thirty business days written Notice of Termination for Convenience. At the effective date of the termination, the DAAA will be obligated to pay the contractor only the meal costs for units completed and accepted in accordance with the contract.
7. After receipt of a Notice of Termination for Cause or Convenience and except as otherwise directed by the DAAA, the contractor shall:
  - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination;

- b. Obligate no additional contracts other costs beyond such date as the DAAA shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portions of the work under the contract as are not terminated;
  - c. Terminate all orders and subcontract to the extent that they relate to the services that have been terminated.
  - d. Preserve all contract records and submit to the DAAA such records and reports as the DAAA shall specify and carry out such directives as the DAAA may issue concerning the safeguarding or disposition of confidential and other files and property including equipment and supplies purchased through said contract with DAAA. The discontinuation of any approved subcontractors is the responsibility of the Contractor.
8. The contract will provide DAAA with first rights of refusal to purchase contracted facility, vehicles, kitchen equipment, and supplies upon termination of the contract. Value of equipment upon termination of the contract will be based on depreciated value.
9. The contractor has the right, at its initiative, to terminate the contract. Written, 30-day notice must be provided. Sections K-4 and K-6(a)-(d) shall also apply to termination by the contractor.

### **III. PROGRAM INFORMATION**

#### **A. PRIMARY VENDOR/VENDORS**

The DAAA will contract with one or multiple vendors to provide and deliver home delivered (hot, frozen, liquid and shelf-stable), Holiday Meals on Wheels, congregate meal services, and or culturally specific meals within the Nutrition Program.

The vendor's kitchen must utilize a **cook-serve** production process for the congregate meals. It must also be available as an emergency center, equipped with a generator capable of running all kitchen operations without interruption and Wi-Fi.

#### **B. SUBCONTRACTING**

The applicant shall not subcontract meal preparation and delivery services without the approval of DAAA. The DAAA currently allows for subcontracting of congregate meals for St. Patrick's Senior Center and Sacred Heart Seminary. The successful applicant will be required to subcontract with the two sites mentioned and potentially more depending on the needs of the DAAA.

### **C. CONGREGATE SITE LOCATIONS**

The contractor will be required to deliver hot regular or culturally specific food in bulk to approximately 23 congregate meal sites within the DAAA service area. The DAAA will determine the location of these sites. The DAAA will establish a maximum level of congregate meal sites for each fiscal year. This level will be directly dependent upon the approved level of meals and program funding.

The DAAA is responsible for monitoring all congregate meal sites for compliance with AASA and DAAA standards. The DAAA may close or transfer non-compliant sites.

### **D. CONGREGATE SITE MANAGEMENT**

The management of the congregate/culturally specific meal sites will be responsible for:

1. Obtaining proper site qualifications with appropriate licensing agencies;
2. Recruiting, hiring, training and managing service staff, including payroll services;
3. Procuring, maintaining and repairing all required food service, and temperature monitoring equipment and supplies;
4. Planning and managing all non-meal services, such as social and educational programs;
5. Coordinate meal services with the contractor and DAAA;
6. Receiving food delivery from the contractor at the agreed upon time;
7. Performing temperature monitoring and documentation according to AASA and DAAA guidelines with the contractor as a witness;
8. Serving participants and documenting meals served;
9. Soliciting, documenting and reporting program income;
10. Documenting and reporting local match; and
11. Maintaining the DAAA standard of a minimum annual average of 25 eligible participants per serving day.

The DAAA will be responsible for:

1. Preparing a congregate site training manual and providing in-service training assistance for site directors and/or site owners;
2. Ordering meals from the vendor in coordination with the site management;
3. Evaluating new locations whenever it becomes necessary to replace an existing site due to building closure, non-compliance or change in owner commitment;
4. Monitoring all sites for AASA and DAAA service compliance;
5. Closing non-compliant sites;
6. Establishing a maximum number of meals ordered per site;
7. Monitoring the quality of meal service and the number of meals ordered;
8. Receiving and monitoring monthly program income documentation;
9. Receiving and monitoring monthly local match documentation;
10. Assisting sites in planning non-meal activities; and,
11. Providing nutrition education information.

#### **E. PROGRAM VEHICLES AND PRIMARY EQUIPMENT**

The contractor or contractors must have vehicles to perform daily deliveries of congregate and home delivered meals, while maintaining meals at the appropriate temperatures. The DAAA's customer service phone number, the Detroit Meals on Wheels logo, the contractor's name and a unique truck identification number must be conspicuously placed on all home delivered meal delivery trucks.

In the event the contract is terminated by either party for any reason:

1. The title and/or lease agreement for the home delivered meal delivery vehicles must be transferred to the incoming contractor without penalty or "buy-out" fees in excess of the book value or lease amount; and
2. The title and/or lease agreement for any primary equipment critical to the home delivery meal program must be transferred to the incoming contractor without penalty or "buy-out" fees in excess of the book value or lease amount.

## **F. LEVEL AND TYPE OF MEALS**

The DAAA will attempt to maintain the current annual level of approximately 587,600 home delivered, 180,000 congregate, and 18,000 holiday meals subject to the availability of funds. Culturally specific funding levels will be \$250,000.00 for hot home delivered, \$100,000.00 for hot congregate bulk, and \$12,000.00 for Holiday meals.

## **G. PROGRAM INCOME**

The DAAA will be responsible for the solicitation, collection and reporting of Home Delivered Meal program donations. The contractor will receive no benefits or consideration with regards to these donations.

The congregate site management will be responsible for the solicitation, collection and reporting of Congregate Meal program donations. The contractor will receive no benefits or consideration with regards to these donations.

## **H. FINANCIAL RECORDS AND AUDITS**

The contractor must maintain financial records in accordance with generally accepted accounting standards and meet any other financial requirements established in 45 CFR Part 74, MDHHS, or the DAAA.

The contractor must adhere to Title 2 CFR Grant and Agreements Part 200 “*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*” The contractor must conduct audits annually and make them available for review.

# **IV. PROGRAM REQUIREMENTS**

The Contract will require that all meals served will comply with the Older Americans Act of 1965 as amended, which includes the provision that meals are nutritionally adequate based on the Daily Recommended Intake/Recommended Dietary Allowance (DRI/RDA) for persons aged 60 and older as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Each meal must meet the guidelines and DAAA’s requirements.

## **A. AASA MEAL PLANNING GUIDELINES (APPEDIX F)**

## **B. HOLIDAY MEALS**

For both congregate and home delivered meals, special meals will be delivered upon the designated day. The applicant must have a facility large enough to allow for staging and packaging of the cold and hot portions of the Holiday meals. The applicant facility and parking must be able to accommodate up to 150 volunteers needed to package each

Holiday Meal. The facility must have adequate restrooms for volunteers to use and wash hands.

The DAAA provides home delivered meals to seniors on certain holidays. This can be as much as 6,000 meals for a single holiday. Each holiday packing consists of a hot and cold pack day. The Applicant must complete and submit sample menus for the following designated holidays along with their bid:

November	Thanksgiving
December	Christmas
March/April	Easter
September	Labor Day

The successful applicant on holidays must be prepared to provide assistance with packaging of meals and with the delivery of meals to the distribution sites. Additionally, the successful applicant may be required to provide staff to deliver meals (without charge) to the clients homes on the holiday should the DAAA volunteers be unable to complete the task due to late deliveries.

### **C. STAFFING**

The vendor shall demonstrate effective staff management; including retaining qualified staff and experiencing limited staff turnover. The vendor must utilize an effective and comprehensive training program for staff.

Successful applicant or applicants for Congregate or Home Delivered Meal delivery will have a cleanly dressed uniformed staff, including cold weather clothing so that the client can easily identify them.

The following are minimum standards (or equivalent) for personnel staffing.

1. Food Service Manager – The Contractor shall maintain a competent, full-time food service manager whose responsibility is the execution of the meal service program. The manager must be free to visit meal sites frequently and be available daily and responsive to monitor food service-related problems and concerns. The food service manager and other designated persons-in-charge must be Serv-Safe certified. The food service manager must be available to DAAA between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday.
2. Registered Dietitian (RD) – The Contractor shall maintain on its staff a qualified Registered Dietitian. The RD may be shared with other provider food service programs, but must be available for menu development, nutritional analysis of menus or food products used within meals and any other related matters.
3. Other Food Service Personnel



- a. The Contractor/Subcontractor must maintain an adequate number of food service personnel in order to meet all of the specifications and responsibilities of the submitted bid in an orderly, punctual and reliable manner.
  - b. The Contractor's/Subcontractor's personnel shall always present themselves in a clean and professional manner.
  - c. All personnel having physical access to clients or client information must pass formal background checks for felony convictions and undergo drug testing. No Contractor/Subcontractor employee may have regular or direct contact with DAAA elderly clients if they have a prior felony conviction.
  - d. All employees in food service and delivery must have a current Foodhandler Certificate issued by the Detroit Department of Health and Wellness Promotion. Copies must be kept on file.
  - e. All Contractor/Subcontractor delivery personnel must have a valid and current State of Michigan driver's license.
  - f. The Home Delivered Meal provider must hire, train, replace (if necessary) and compensate a person at each designated high-rise apartment to receive hot/frozen home delivered meals from the delivery driver, and deliver the meals to the clients residing in buildings.
4. The Contractor shall provide a contingency plan outlining coverage for all staff in the event of sickness, vacations, emergencies, etc.
  5. Home delivered meal contractors will not allow for more than 75 stops per route/day to allow time for drivers to develop a relationship with the clients and to potentially use delivery technology to perform spot surveys for the DAAA as needed.

#### **D. TRAINING**

1. Contractor shall provide training to all employees on a regular basis. Training shall include:
  - a. New hire orientation to the company, its policies, procedures, work rules, and mission statement.
  - b. New hire orientation to food safety and sanitation practices, principles and procedures.
  - c. New hire orientation to specific job responsibilities, e.g. drivers, cooks storeroom clerks and production workers.
  - d. Monthly inservices on food safety and sanitation practices, principles and procedures.
  - e. Monthly inservices on workplace safety, human resources issues; providing customer service; driver rules, regulations and compliance; and

- department policies and procedures. Additional training for drivers should consist of elder abuse recognition, and wellness checks.
- f. ServSafe training for management staff and cooks, with all maintaining a valid ServSafe certification.
  - g. Ongoing training for all management staff as needed.
  - h. The successful regular and culturally specific home delivered meal applicant will be expected to have drivers deliver mailings to the HDM clients monthly and may be expected to perform short surveys.
2. The Contractor shall provide The DAAA with a copy of the annual training calendar one month prior to the beginning of their fiscal year.
  3. The Contractor shall maintain documentation of all in-service and training conducted at the facility, and shall forward a copy of the attendance documentation for all employees to DAAA on a regular basis.
  4. The Contractor shall provide training at the request of the DAAA in the event that special needs are determined.

#### **E. SANITATION**

1. The Contractor/Subcontractor shall comply with the Michigan 2000 Food Code for Food Service Operations in its entirety. A complete copy of the code can be downloaded from the FDA [https://www.michigan.gov/documents/mdard/MI\\_Modified\\_2009\\_Food\\_Code\\_396675\\_7.pdf](https://www.michigan.gov/documents/mdard/MI_Modified_2009_Food_Code_396675_7.pdf) [https://www.michigan.gov/documents/mdard/FOOD\\_LAW\\_Eff\\_10-1-12\\_8-14-12\\_396680\\_7.pdf](https://www.michigan.gov/documents/mdard/FOOD_LAW_Eff_10-1-12_8-14-12_396680_7.pdf)
2. Every kitchen utilized for the preparation of federally funded meals shall be inspected at least twice per year by the Detroit Department of Health and Wellness Promotion Sanitation Division. Inspections shall occur at approximate six-month intervals, or more often if needed. Completed inspection reports shall be forwarded to DAAA within 5 business days. Follow-up on issues that are found to be out of compliance must be clearly defined and rectified promptly.
3. The contractor shall supply a master cleaning/sanitation schedule to the DAAA; and will keep completed evaluation reports on site for one (1) year. Cleaning schedules will be provided for the kitchen, trucks and delivery equipment.
4. Hot home delivered meals will be temped at the start of the route and at the completion at least weekly, recorded and results provided to DAAA contract management.

## F. QUALITY ASSURANCE

1. The Contractor must have written operational procedures that cover all aspects and processes at its facilities to ensure full compliance with AASA, DAAA and Detroit Department of Health and Wellness Promotion standards and guidelines. <https://detroitmi.gov/document/sop-manual>
2. The Contractor will supply DAAA a copy of their Quality Assurance Program.
3. The Contractor shall provide working thermometers in all storage areas including, but not limited to walk-in and reach-in refrigerators and freezers (both inside and outside of the units). Temperature logs will be maintained on site for one year.
4. The Contractor shall notify the DAAA of changes in personnel significant to contract performance. This requirement includes, but is not limited to, the following personnel: the representative responsible for the daily execution of the contract and the regional general manager or district manager. These changes must be submitted in writing.
5. The Contractor must provide the Nutrition Director a sample (one time only) of any *new* menu item added to the menu cycle during the fiscal year. The Contractor will assume the cost of the meal.
6. The DAAA will conduct annual congregate and home delivered client surveys and will share findings with Contractor as a tool for program improvement.
7. All preparation and/or delivery service to the program must be in accordance with the requirements of the DAAA, Detroit Department of Health and Wellness Promotion, and Michigan Public Act 259 of 1982. [http://www.legislature.mi.gov/\(S\(42jry0sohmfhznjaqfcb0oz\)\)/mileg.aspx?page=getObject&objectName=mcl-12-64](http://www.legislature.mi.gov/(S(42jry0sohmfhznjaqfcb0oz))/mileg.aspx?page=getObject&objectName=mcl-12-64)
8. The DAAA shall have the right and authority to inspect, at any time, the Contractor's food preparation, packing and storage area to determine the adequacy of the cleaning, sanitation and maintenance practices. The DAAA shall have the right to monitor the Contractor's food service with respect to the quality and quantity of food served, the method of service and the safety and sanitation of the operation and facility. All authorized representatives of the Detroit Department of Health and Wellness Promotion, DAAA and AASA shall have full right of access to all portions of the food service at any and all times. Monitoring will be conducted as often as deemed necessary.

## G. FOOD PACKAGING

1. General Requirements
  - a. Milk must be delivered in leak-proof gable-type Pure Pack cartons. Milk must be delivered in a semi-frozen state June through August.
  - b. Fruit juices must be delivered in individual four-ounce servings, in sturdy, disposable containers with a self-opener.
  - c. **Butter** must be provided in individually wrapped one-teaspoon pats.
  - d. The meal packaging must be in accordance with DAAA standards, which includes labeling the outer packages of multiple meals with the Detroit Meals on Wheels logo.
  
2. Congregate (Bulk Meals)
  - a. Portioning instructions must be attached to each food item not in single containers or to be served as “each.”
  - b. Furnish all bulk foods in covered, leak-proof stainless steel hotel pans.
  - c. Meals must arrive to the congregate site at or above 140°F or below 40° F.
  
3. Home delivered meals (Individual Meals)
  - a. The vendor must prepare and/or purchase individual meals in single compartmentalized trays (black plastic oven-able with clear cellophane top).
  - b. Food packaging standards include:
    - i. All home delivered frozen meals must be of “Premium quality”, and manufactured/packaged at a U.S.D.A. certified facility.
    - ii. All meals to be served hot must be in a single, heavy duty, compartmentalized tray. (Black plastic oven-able with clear cellophane top).
    - iii. Compartments must minimize the migration of food.
    - iv. The integrity of all seals must be maintained during processing and delivery.
    - v. All trays must be simple for the client to handle, store and open.
    - vi. All frozen meals to be served hot must be dual oven-able (microwave and standard).
    - vii. The frozen meal must be labeled with any heating instructions and the label must clearly read: “This food is provided by Detroit Area Agency on Aging (DMOW logo) for exclusive use of its Senior Citizen clients. NOT FOR RESALE.”
    - viii. Cold food components must be delivered in a six-inch by six-inch wax seal bag for each cold meal delivered. The cold food

components shall include salad, bread, dessert, fresh fruit, margarine, and milk, as appropriate.

ix. All breads must be individually wrapped and sealed.

4. Holiday Meals (Individual Meals)

- a. The vendor must prepare and/or purchase hot individual meals for delivery on Easter Day, Labor Day, Thanksgiving and Christmas.
- b. The holiday meals must meet the specifications for hot meals noted above.
- c. The vendor must provide a staging area for volunteers to package cold packs prior to the holiday and hot packages for the meals the morning of the holiday.
- d. The vendor must include a food delivery back up plan due to the shortage of drivers on holidays.

## H. EQUIPMENT AND SUPPLIES

The Contractor shall use adequate hot and cold food delivery equipment. All equipment must be institutional grade and National Sanitation Foundation approved.

All foods must be stored, transported and held at temperatures within the State of Michigan Food Code guidelines.

1. Congregate

The contractor must provide to each congregate site:

- a. Individual place mats – 14 ½” x 9 ½”.
- b. 10 3/8” Chinet brand 3 compartment plates and 6” dessert plates, or equivalent, subject to approval of Nutrition Director. Plates must be sturdy, leak-proof type only. (black preferred)
- c. Eight-ounce disposable cups for drinking milk.
- d. Pre-packed place setting of **heavy-weight** plastic spoons, knives and forks, napkins (at least 12 ½” x 12 ½”), salt and pepper.
- e. All condiments (including salad dressings, vinegar, lemon juice, cranberry sauce, catsup, mustard, tartar sauce) must be in individual packages. Margarine must be pre-portioned and pre-packaged.
- f. One plastic garbage bag per 25 meals (23” x 10” x 40”, 2 mm thickness).
- g. Four-ounce disposable dessert cups with lids for serving canned fruit and pudding desserts.
- h. Twelve-ounce disposable bowls for chili and stews.
- i. Reusable stainless steel pans 2”, 4”, full size and half pans with secure lids (to prevent spillage). Disposable-type aluminum pans are **unacceptable** unless approved by the Nutrition Director.

- j. Adequate numbers of serving utensils for the site and appropriate for the type of food and portion size required.
- k. Disposable gloves, hairnets, aprons and bi-metallic stemmed thermometers.

2. Home Delivered

The Contractor must provide insulated meal carriers for each apartment drop-site. These carriers will ensure that the clients receive their meals at the proper temperature. A sample meal carrier must be provided to the DAAA prior to awarding the contract.

## **I. DELIVERY OF FOOD**

### **1. Frequency**

a. Congregate Meals

The Contractor must prepare and deliver scratch meals five days per week according to the established 6 week cycle menu for congregate sites. Meals must arrive at or above 140°F or below 40°F. Meals must be temped by the site host and witnessed by the delivery driver.

b. Home Delivered Meals

Frozen meals will be delivered to the home delivered meal clients weekly and hot meals will be delivered to the home delivered clients daily. Liquid meals shall be delivered monthly to designated clients. Shelf-stable meals shall be delivered at least annually to designated clients based on available funding. Successful applicant should be prepared to deliver weekend meals when needed. Hot meals must arrive at or above 140°F or below 40°F. Frozen meals must arrive in a frozen state.

c. Holiday Meals

These meals will be delivered hot on Easter Day, Labor Day, Thanksgiving and Christmas.

### **2. General Requirements**

- a. Food must be delivered under clean, sanitary conditions, as specified by the Detroit Department of Health and Wellness Promotion.
- b. Food must be covered and protected to prevent spillage and contamination from dust, flies and rodents during transportation.

- c. The time lapse between the preparation, serving and/or delivery to Congregate and Home Delivered Meal clients must not exceed four hours. The successful applicant will maintain adequate staff to see to it that time of meal completion to delivery does not exceed 4 hours.
- d. Hot food shall be maintained at 140°F or above and cold foods shall be maintained at 40°F or below upon delivery. Temperature logs must be maintained by route.
- e. All delivery staff must be clean, neat and appropriately dressed, with an ID badge and identifying uniform including cold weather jackets and hats. The HDM client should be able to easily identify who the delivery driver is.
- f. The Contractor must distribute and may be required to collect newsletters, menus, surveys, nutrition education materials and other materials with meals as requested by DAAA.
- g. The Contractor must have an automated meal verification system with an online ordering system, online reporting, automatic e-mail notifications of missed deliveries, online billing reconciliations and **electronic signature**.
- h. All delivery vehicles used in the program shall meet with regulations established by the State of Michigan and have **GPS tracking**.
- i. The Contractor must immediately notify the DAAA Nutrition Director regarding any accident or incident involving Contractor delivery vehicles.
- j. Drivers shall have a regular call-in schedule during the delivery route.

### 3. Congregate Meals

The DAAA will provide the Contractor with a list of the sites to which congregate meals must be delivered. This list will include the name, address, telephone number, days of operation, and hours of service for each site. The DAAA will only reimburse the Contractor for the meals ordered and delivered to these sites. Additionally, the DAAA will only pay for meals rerouted from a closed site to an open site when the vendor has been instructed to do so by the Nutrition Director or Congregate Meals Lead.

- a. Food shall be delivered for use at congregate sites hot and in bulk. It shall be packaged and handled so that there will be a minimum of spills in the carrier equipment.
- b. Food pans shall be stored in electric Cambros, supply boxes and milk crates must not be placed directly on the floor of the delivery truck. Food will be delivered in refrigerated trucks and pans must be put in cold holding Cambros.
- c. Meals shall be delivered to each DAAA approved congregate site at the appropriate time and at the appropriate temperatures within one hour of serving time.

- d. In the event a site experiences a shortage of food or food replacement is necessary, the Contractor must deliver replacements within one half-hour of notification by the site in order to be paid for the meals.
- e. The Contractor shall telephone DAAA in advance, if deliveries are expected to be late by 15 minutes or more.
- f. The Congregate site staff will refuse meals or portions of meals that are unacceptable because of temperature, appearance or damage. Any meal or portion of meal refused and not replaced within the required time limit (**see Section IV-K**) will be available for return to Contractor for credit and shall be deducted from the weekly invoice.
- g. The Contractor shall deliver, unload, and place all deliveries in the designated food preparation areas of the meal sites.
- h. In the event the site is closed when the driver arrives to deliver the food, the Contractor must contact the DAAA Nutrition Director, or Congregate Meal Supervisor for instructions where to take the food. Failure to do so could result in non-payment for those meals.
- i. Delivery of the meal is not considered complete until the designated site person has taken the temperature of the food, counted the number of meals, signed the meal receipt, and the driver takes the delivery sheet back with them.

#### **4. Home Delivered Meals**

The DAAA will provide the Contractor or Contractors with a list of home delivered meal clients. The list will include the name, address, telephone number, and meal type for each client. The DAAA will only reimburse the Contractor for meals delivered to these clients. Meal delivery drivers must be dressed professionally in clean uniforms, including cold weather jacket and hat so that the client can easily identify them.

- a. Hot and frozen food shall be delivered to clients in trucks equipped to mechanically maintain hot and cold temperatures in accordance with the Detroit Department of Health and Wellness Promotion standards.
- b. Frozen foods must be maintained at 32°F or below upon delivery.
- c. All meals must be received by the client or designated caregiver. The delivery person cannot leave meals outside of the client's premises, except for apartment drop meals.
- d. In the event a daily hot meal client is not home at the time of delivery, a "missed meal" slip will be left in the door, and the meal given to the next client on the list who is home. The DAAA will be billed for this meal.
- e. In the event a weekly 5 meal frozen pack client is not home, the meals will be returned to the Vendor, and The DAAA will NOT be billed for those meals. The vendor will be required to attempt to deliver the five pack within 24hrs or the meals will not be reimbursed. A Friday missed delivery must be delivered the following Monday.



- f. All liquid meal deliveries must be verified with a client's signature and date. Meals without a signature will NOT be paid for by DAAA.
- g. Delivery drivers will be regularly trained on delivery and sanitation. The DAAA will be invited to monitor these trainings.
- h. All meals must be delivered within the 4 hour window from meal completion to delivery to the client.

## **J. LEVEL OF MEALS**

See (**Appendix Q**) for the estimated annual level of meals and delivery locations for the nutrition program.

## **K. PENALTIES**

The DAAA may, at its reasonable discretion, sanction the Contractor for service that is late, incomplete, fails to occur and/or for meals that do not match the menu and other quality standards that have been mutually and contractually agreed upon.

Congregate meals shall be considered late if such meals are delivered after the designated serving time for each congregate site.

Hot home delivered meals will be considered late if such meals are not delivered within four hours of the scheduled delivery, and frozen home delivered meals shall be considered late if they are not delivered within 24 hours of the scheduled delivery; provided, however, that such meals will not be considered late in the event there is an emergency or any other cause beyond the control of the Contractor, which causes any such meal to be delivered late. A missed Friday frozen HDM will be considered late if it is NOT delivered by the following Monday.

Sanctions for late, incomplete meals or meals that fail to meet the menu and other quality standards will take the form of non-payment for each meal. The meal will be considered complete or NOT complete and incomplete meals will NOT be reimbursed. DAAA shall receive a credit for each incomplete meal/meals that do not meet the menu and other quality standards.

## **L. REPORTING**

1. The vendor must maintain and submit electronically the following reports to the DAAA:
  - a. A weekly master list of all active Home Delivered Meal program clients.
  - b. A weekly service report for the Home-Delivered Meal program listing all of the clients who received meals during the previous week and the type and number of meals each received.

- c. A daily list of active home delivered meal clients who either did not receive a meal or received an additional meal the previous service day.
- d. A daily list of active home-delivered meal clients to whom hot meals have been undeliverable for the previous three service days and frozen meals that have been undeliverable for the previous three service weeks.
- e. A daily list of active home delivered meal clients that the Contractor has learned may no longer qualify for meals (such as due to hospitalization or death), have moved, or who no longer want to receive meals. The Contractor must continue to deliver meals to these clients' residences until the DAAA, after investigating, instructs the Contractor in writing to terminate the services.
- f. A monthly local match report listing all cash and in-kind contributions to the Home-Delivered Meal Program.
- g. A weekly service report for the Congregate Meal Program listing the number of congregate meals ordered for the previous week by day and site.
- h. A response to customer service complaints from DAAA within 48 business hours.

2. The Contractor must fulfill the following:

- a. Retain full and accurate sales and procurement records related to this contract for a minimum of three years after the end of the federal fiscal year to which they pertain or any other period which the federal Administration on Aging (AoA) or AASA may require;
- b. Obtain written approval from DAAA prior to the destruction of any records pertaining to this contract; and
- c. Allow authorized auditors and officials, upon request, access to all such records for audit and review at a reasonable time and place and to authorized individuals the right to conduct on-site reviews of the food service operation related to this contract.

**M. CONFIDENTIALITY**

- 1. The use or disclosure of information concerning services, applicants or recipients obtained in connection with the Nutrition program shall be restricted to purposes directly connected with the program as required by 45 CFR, Part 1321.19(a) and the Privacy Act of 1974. <https://www.justice.gov/opcl/privacy-act-1974> , <https://www.hhs.gov/foia/privacy/index.html> The Contractor shall report client information to the DAAA and the DAAA shall have access to the files, as necessary to administer programs, so long as access is in conformity with the Privacy Act of 1974

2. Information about or obtained from an individual and in possession of the Contractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.
3. Except as otherwise specified by DAAA, no information about, or obtained from, an individual, and in possession of the Contractor providing services to such an individual, shall be disclosed in a form identifiable with the individual.
4. Lists of other persons shall be used solely for the purpose of providing social services by DAAA, and only with informed consent of each individual on such a list.
5. The Contractor must comply with current Health Insurance Portability and Accountability Act (HIPAA). <https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/index.html>

## **APPENDICES**

(Use the “Required Proposal Information and Format” pages i-ii as application table of content)

<b>Required Proposal Information and Format</b>		
<b><i>Documents must be submitted in the order listed below.</i></b>	<b>✓</b>	<b>Page No. / Location</b>
1. Signature Authorization Form ( <b>Appendix A</b> )		
2. Prescreening Checklist ( <b>Appendix R</b> )		
3. Articles of Incorporation		
4. Applicant Qualifications		
5. Kitchen Location		
6. Nutrition Standards & Menu Standards		
7. Menu Development		
8. Food Safety Standards		
9. Food Cost and Inventory Control		
10. Emergency Meal Kits		
11. Holidays		
12. Staffing		
13. Organizational Chart		
14. Training		
15. Sanitation		
16. Quality Assurance		
17. Food Packaging		
18. Equipment and Supplies		
19. Delivery of Food		
20. Information Technology		
• Electronic Delivery Routing System		
• Meal Delivery Verification System		
• Program Reporting Requirements		
21. Program Implementation Plan		
22. Financial Management ( <b>Appendix B</b> )		
23. Tax Compliance ( <b>Appendix C</b> )		
24. Meal Price Document ( <b>Appendix D</b> )		
25. Meal Cost Analysis ( <b>Appendix E</b> )		
26. Local Match ( <b>Appendix G</b> )		
27. Insurance / Property Bond		
28. Signed Statement of Intent to Comply with:		
• Civil Right Rights Act of 1964 ( <b>Appendix H</b> )		
• Business Associate Agreement Addendum ( <b>Appendix I</b> )		
• Michigan Civil Rights Laws, Non-Discrimination/Affirmative Action Principles and Applicable Laws and Regulations ( <b>Appendix J</b> )		
• Detroit Area Agency on Aging Client Bill of Rights and Grievance Procedure ( <b>Appendix K</b> )		
29. Minority Contractor Status ( <b>Appendix L</b> )		

<i>Documents must be submitted in the order listed below.</i>	✓	<b>Page No. / Location</b>
30. Non-collusion affidavit ( <b>Appendix M</b> )		
31. Affiliation Agreements		
32. Financial Statements for 2017 and 2018 (Audited, if available)		
33. Annual tax return (Form 990 or 1120) for 2018 or latest		
34. Prescreening ( <b>Appendix R</b> )		

<b>FINAL REVIEW PRIOR TO SUBMISSION</b>		
Proposal reviewed for technical accuracy?		
All questions answered and application complete?		
Required signatures on all documents?		
Proposal assembled and bound in the order outlined above?		
Page numbers of each proposal document noted on this form?		
Original and 3 copies to be submitted?		

# Appendix A

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## SIGNATURE AUTHORIZATION

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### DETROIT AREA AGENCY ON AGING FISCAL YEAR 2021-2022

#### APPLICANT ORGANIZATION

Non-Profit                       For-Profit                       Public

Minority                       Female-Owned

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

State: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

IRS Tax Exempt?                       Yes

No                      \_\_\_\_\_

If Yes, IRS Code 501:

Has the applicant agency been in existence for

Date of Incorporation: \_\_\_\_\_

5 or more years?    Yes     No

\*Must include Articles of Incorporation

SIGNATURE AUTHORIZATION (continued)

The bidder shall provide one of the following:

1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
3. For a partnership, a certificate of partnership agreement showing the names and addresses of all partners and authorizing the signatures to bind the partnership.
4. For a limited liability company, a certificate evidencing existence as an LLC showing the names and addresses of all members of the LLC and authorizing signature to bind the LLC.

I/we \_\_\_\_\_ hereby attest that the information contained in this document represents the/our proposal for the DAAA.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## **Appendix B**

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### **FINANCIAL MANAGEMENT**

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A. Describe the applicant agency's financial management system including, but not limited to, billing, payroll, and financial reporting. Indicate the accounting software utilized and the qualifications of the person/entity responsible for preparing the agency's financial reports.

B. Describe the applicant agency's internal controls.

C. Are the agency's records regularly audited by an independent firm, including, if applicable, a single audit (Uniform Guidance)?

Yes, every \_\_\_\_\_ year(s)

No

Yes, irregularly (\_\_\_\_\_ times in the past 5 years)

Comments:

D. Has the applicant agency had any audit-related problems, including questioned or disallowed costs, in the past 5 years?  Yes  No

If yes, attach all details behind this page.

## Appendix C

### ASSURANCE OF COMPLIANCE WITH FEDERAL, STATE, AND LOCAL TAX REQUIREMENTS

Indicate the agency's compliance with each tax specified below. **DAAA requires that applicants be current on all Federal and State income and payroll taxes, or be current on any payment arrangements for previously delinquent taxes, in order to be eligible to apply.** Complete the table below as indicated:

1. *Is the applicant agency current on this tax?*

- Place an "X" in the "YES" column if the applicant agency is current on the specified tax. "Current" is defined as having **no** outstanding tax obligations and **no** payment arrangements in place for previously delinquent taxes. (Skip question 2 if all answers to question 1 are "yes" or "n/a".)
- Place an "X" in the "NO" column if the applicant agency is delinquent on the specified tax, or is under a payment arrangement for previously delinquent taxes. (Answer question 2 and provide additional information below.)

2. *If "no" to question 1, is the applicant agency current on payments required under an approved payment plan for previously delinquent taxes?*

- Place an "X" in the "YES" column if the applicant agency is current on all payments required under an approved payment plan for previously delinquent taxes.
- Place an "X" in the "NO" column if the applicant agency has an outstanding tax liability and is **not** under an approved payment plan, or if the applicant agency has an approved payment plan, but is **not** current on all required payments under the approved plan.

TYPE OF TAX	1. Is the applicant agency current on this tax?			2. If "no" to question 1, is the applicant agency current on payments required under an approved payment plan for previously delinquent taxes?	
	YES	NO	N/A (non-profit)	YES	NO
<b>Income Taxes</b>					
Federal					
State (Single Business Tax)					
<b>Payroll Taxes</b>					
FICA					
Unemployment Insurance					
Federal Withholding					
State Withholding					
Local Withholding					

For all "**no**" answers in the table above, attach additional information directly behind this page. The additional information for each "no" response must include the total amount of the outstanding tax liability, the time period of the delinquent tax, the amount of any delinquent payments, and any other pertinent information. **The signature below certifies that the information indicated in the table above and attached behind this page (if required) is true and accurate.**

\_\_\_\_\_  
Authorized Signature of Applicant Agency

\_\_\_\_\_  
Typed Name / Title

\_\_\_\_\_  
Date

## Appendix D

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### MEAL PRICE – SUMMARY DOCUMENT THE APPLICANT GUARANTEED PRICE PER MEAL

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**Fiscal Years 2021-2022**

**Applicant:** \_\_\_\_\_

Type of Meal	Total Price Per Meal Unit		
<b>MEAL LEVELS:</b>			
<b>Total Number of Daily Hot Home-Delivered Monday through Friday.</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>
Cost Per Meal Unit			
<b>Total Number of Frozen 5-Meal Pack Delivered Weekly.</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>
Cost Per Meal Unit			
<b>Total Number of Shelf-Stable 5-Meal Pack Delivered at least annually.</b>	<b># Meals _____ Annually</b>	<b># Meals _____ Annually</b>	<b># Meals _____ Annually</b>
Cost Per Meal Unit			
<b>Total Number of Liquid Meals in two 12-meal cases Delivered Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>
Cost Per Meal Unit			
<b>Total Number of Diabetic Liquid In 12-meal cases Delivered Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>
Cost Per Meal Unit			
<b>Total Number of Congregate Delivered Hot/Cold Bulk daily as per schedule to approximately 24 sites</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>	<b># Meals _____ Daily</b>

Cost Per Meal Unit			
<b>Total Number of Holiday Meals Delivered annually</b>	<b># Meals _____ Annually</b>	<b># Meals _____ Annually</b>	<b># Meals _____ Annually</b>
Cost Per Meal Unit			

The number of units in each category (daily, monthly, annually) represents an average per serving period.

## Appendix E

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### MEAL COST ANALYSIS HOT HOME DELIVERED MEALS

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Applicant: \_\_\_\_\_

#### MEAL LEVELS:

Total Number of Meals	# Meals____ Daily	# Meals____ Daily	# Meals____ Daily
Raw Food Cost			
Labor Cost			
Fringe Cost			
Delivery Cost			
Supply Cost			
General/Administrative Cost			
Profit			
Total Cost per Meal Unit			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.

## Appendix E

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### MEAL COST ANALYSIS FROZEN HOME DELIVERED MEALS

---

**Applicant:** \_\_\_\_\_

Total Number of Meals	MEAL LEVELS:		
	# Meals Daily	# Meals Daily	# Meals Daily
Raw Food Cost			
Labor Cost			
Fringe Cost			
Delivery Cost			
Supply Cost			
General/Administrative Cost			
Profit			
<b>Total Cost per Meal Unit</b>			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.

## Appendix E

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### MEAL COST ANALYSIS SHELF-STABLE HOME DELIVERED MEALS

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**Applicant:** \_\_\_\_\_

Total Number of Meals	MEAL LEVELS:		
	# Meals _____ Annually	# Meals _____ Annually	# Meals _____ Annually
Raw Food Cost			
Labor Cost			
Fringe Cost			
Delivery Cost			
Supply Cost			
General/Administrative Cost			
Profit			
<b>Total Cost per Meal Unit</b>			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.



## Appendix E

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### MEAL COST ANALYSIS LIQUID HOME DELIVERED MEALS

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**Applicant:** \_\_\_\_\_

#### MEAL LEVELS:

<b>Total Number of Meals</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>
<b>Raw Food Cost</b>			
<b>Labor Cost</b>			
<b>Fringe Cost</b>			
<b>Delivery Cost</b>			
<b>Supply Cost</b>			
<b>General/Administrative Cost</b>			
<b>Profit</b>			
<b>Total Cost per Meal Unit</b>			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.

## Appendix E

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### MEAL COST ANALYSIS DIABETIC LIQUID HOME DELIVERED MEALS

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**Applicant:** \_\_\_\_\_

#### MEAL LEVELS:

<b>Total Number of Meals</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>	<b># Meals _____ Monthly</b>
<b>Raw Food Cost</b>			
<b>Labor Cost</b>			
<b>Fringe Cost</b>			
<b>Delivery Cost</b>			
<b>Supply Cost</b>			
<b>General/Administrative Cost</b>			
<b>Profit</b>			
<b>Total Cost per Meal Unit</b>			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.

## Appendix E

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### MEAL COST ANALYSIS HOLIDAY DELIVERED MEALS (ANNUALLY)

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Applicant: \_\_\_\_\_

#### MEAL LEVELS:

Total Number of Meals	# Meals____
Raw Food Cost	
Labor Cost	
Fringe Cost	
Delivery Cost	
Supply Cost	
General/Administrative Cost	
Profit	
Total Cost per Meal Unit	

Estimated the cost of home-delivered meals for all four holidays.

## Appendix E

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### MEAL COST ANALYSIS CONGREGATE MEALS

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Applicant: \_\_\_\_\_

#### MEAL LEVELS:

Total Number of Meals	# Meals _____ Daily	# Meals _____ Daily	# Meals _____ Daily
Raw Food Cost			
Labor Cost			
Fringe Cost			
Delivery Cost			
Supply Cost			
General/Administrative Cost			
Profit			
Total Cost per Meal Unit			

All categories must be a cost per meal unit. The total cost per meal unit should be the same as the total price per meal unit in Attachment D.

# APPENDIX F

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## AASA MENU GUIDELINES

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1. Menus should be created that meet the following criteria:
  - Each meal shall provide, at a minimum, 1/3 of the daily recommended dietary intake (DRI) allowances established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences.
  - Caloric considerations. Calorie goal per meal should be 700 (average of recommended male of 900 and female of 550).
2. Increased ‘scratch’ cooking is preferred, less use of convenience foods when possible is encouraged.
3. Increased use of fresh or frozen fruits and vegetables, especially those high in potassium.
4. Using ‘offered vs. served’ service.
5. Vegetarian meals can be served as part of the menu cycle or as an optional menu choice based on participant choice, cultural and/or religious needs and should follow the AASA Meal Planning Guidelines to include a variety of flavors, textures, seasonings, colors, and food groups at the same meal.

Plant sources include legumes (such as cooked dried beans) and protein sources from whole grains such as brown rice, whole wheat bread and pasta.

Vegetarian meals are a good opportunity to provide variety to menus, feature Michigan produce and highlight the many ethnic cultural or religious food traditions that use vegetables and grains in greater amounts at the center of the plate and in different combinations with fruits, vegetables, grains, herbs and spices for added flavor, calories, and key nutrients.

6. Breakfast meals may include any combination of foods that meet the AASA Meal Planning Guidelines.
7. Each meal should have the following food groups:
  - Bread or bread alternate
  - Vegetables
  - Fruit
  - Dairy
  - Meat or meat alternatives.

8. Please refer to <http://www.MyPlate.gov> for serving sizes of each meal component.

**A. Bread or Bread Alternate:**

May include (but not limited to):

- Muffin
- Waffle
- Tortilla
- Crackers
- Dressing
- Sandwich bun
- Cornbread
- French toast
- Pancakes
- Granola
- Stuffing
- Cooked cereal
- Biscuit
- English muffin
- Bagel
- Graham cracker squares
- Pasta
- Bread, all types

A variety of enriched and/or whole grain bread products, particularly those high in fiber, are recommended.

**B. Vegetables**

Along with traditional vegetables, this category may include, but is not limited to:

- Dried beans
- Peas
- Lentils
- Other beans
- 100% vegetable juice
- Raw leafy green vegetables
- Fresh, frozen, freeze-dried, juice or canned vegetables are acceptable.

**C. Fruits**

Along with traditional fruits, this category may include, but is not limited to:

- Chopped, cooked or canned fruit
- 100% juice
- Fresh, frozen, freeze-dried, juice or canned fruits are acceptable.

**D. Milk or Milk Alternatives**

Along with traditional milk products, this category may include, but is not limited to:

- Buttermilk
- Low-fat chocolate milk

- Lactose-free milk fortified with vitamins A and D
- Powered dry milk
- Evaporated milk
- Yogurt
- Cottage cheese
- Tofu (processed with calcium salt)
- Calcium fortified soy, rice or almond milk
- **Natural or process cheese**

**E. Meat or Meat Alternatives** – Meat serving weight is the edible portion, not including skin, bone, or coating.

Along with traditional meat products, this category may include, but is not limited to:

- Eggs
- Cheese
- Dried beans or lentils
- Nut butter
- Nuts
- Cottage cheese
- Tofu
- Tempeh

A one ounce serving or equivalent portion of meat, poultry, or fish may be served in combination with other high protein foods.

Except to meet cultural and/or religious preferences and for emergency meals, avoid serving dried beans, nut butter or nuts, and tofu for consecutive meals or on consecutive days.

Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural non-imitation product) cannot be served as meat alternatives.

In order to limit the sodium content of the meals, serve cured and processed meats (e.g., ham, smoked or Polish sausage, corned beef, dried beef) no more than once a week.

## **F. Accompaniments**

Include traditional meal accompaniments as appropriate, e.g., condiments, spreads and garnishes. Examples include: mustard and/or mayonnaise with a meat

sandwich; tartar sauce with fish; salad dressing with tossed salad; margarine with bread or rolls. Whenever feasible, provide fat alternatives. Minimize use of fat in food preparation. Fats should be primarily from vegetable sources in a liquid or soft (spreadable) form that are lower in hydrogenated fat, saturated fat, trans-fats and cholesterol.

### **G. Desserts**

Serving of dessert is encouraged, though it is optional. Suggested, (but not limited to) desserts are: fruit, fruit crisps with whole grain toppings, pudding with double milk, gelatin with fruit, low-fat frozen yogurt, Italian ices. Use of baked, commercial desserts should be limited to once per week.

### **H. Beverages**

Fluid intake should be encouraged, as dehydration is a common problem in older adults. It is a good practice to have drinking water available.

## **N. MENU DEVELOPMENT**

Each program shall utilize a menu development process, which places priority on healthy choices and local demographic preferences, and includes, at a minimum:

1. Use of written, standardized recipes along with computerized nutritional analysis of each menu.
2. Seasonal changes must be made in menus to utilize fresh fruit and vegetables in season.
3. A cycle menu of at least four weeks shall be used for the congregate and home delivered meals. All menus shall designate appropriate accompaniments, condiments for the meal, and proper serving sizes.
4. Provision for review and approval of all menus by the DAAA dietitian who must be a registered dietitian, or an individual who is dietitian-registration eligible.
5. All menus must be forwarded to the DAAA Nutrition Director for approval no later than four weeks before the first day of service. DAAA reserves the right to make changes to menus after they have been agreed upon when needed.
6. Potential contractor must be able to provide DAAA with a written procedure for revising menus after they have been approved. Additionally, the contractor will take part in quarterly menu meetings with the DAAA and have representation at DAAA CSET/Project Council Meetings.



7. Posting of menu to be served in a conspicuous place at each meal site and at each place food is prepared. The program must be able to provide information on the nutrition content of menus upon request.
8. Box lunches for congregate meals are required periodically to permit meetings and field trips. A planned box lunch cycle menu must be available and provided to DAAA for review. It must meet all of the nutritional requirements for congregate meals, except that they will be served cold.
9. Modified diet menus should be provided, where feasible and appropriate, which take into consideration client choice, health, religious and ethnic diet preferences. (See The American Dietetic Association Gerontological Nutritionists Practice Group. This can be found at the following website: <http://www.fiu.edu/~gn/Resources/EastingChallenges.htm>). Pricing for modified meals should be taken into account when bidding and should be specified. If necessary and with the permission of the DAAA, modified/culturally appropriate diets may be subcontracted to meet the clients' needs.
10. A therapeutic meal changes the meal pattern significantly and requires a current, written physician order. The meal must then meet the requirements of the diet ordered by the physician. Pricing for such meals should be taken into account and specified as part of the bid. If necessary, and with the permission of the DAAA, therapeutic meals may be subcontracted to meet client needs.
11. A record of the menu actually served each day shall be maintained for each fiscal year's operation.
12. The nutritional adequacy of menus will be ensured by utilizing the required menu pattern, and the use of an automated menu development system utilizing computerized analysis of the menu nutrients. DAAA requires that nutrient analysis documentation be submitted as part of the cycle menu review and approval process.
13. DAAA requires the following quality standards be maintained in the preparation and serving of food:
  - a) Food color and texture as close to original ingredients as can be obtained by good food preparation; cooked until tender but must retain shape and color at the appropriate temperature of 140° Fahrenheit.
  - b) All food shall be attractive, wholesome, palatable (excellent flavor, aroma and taste) and appealing to older adults at the appropriate temperature.

- c) Menu variety to provide choice.
- d) Reflect overall client food preferences consistent with local demographics and shaped by the Congregate Meal Programs Project Council.
- e) The DAAA will conduct surveys on the quality of meals and service delivery annually, and the results will be reported to the vendor. If necessary, the vendor shall submit a quality improvement plan to DAAA within two weeks of receipt of the report.
- f) All home delivered and congregate meals shall be prepared fresh in a production kitchen located in the State of Michigan, preferably PSA-1-A.
- g) Home delivered hot meals shall be packaged locally, not more than 72 hours in advance of the day of service delivery and delivered at a temperature of 140° F unless frozen. Frozen meals must be maintained at a temperature at or below 32° F.
- h) Congregate meals shall be produced fresh and delivered hot at a temperature of 140° F or higher for hot food items and at or below 40° F for cold items on the day of service.

## **O. FOOD SAFETY STANDARDS**

1. The nutrition program must operate according to current provisions of The Food and Drug Administration (FDA) Food Code as adopted by the Michigan Department of Agriculture (MDA) and the local health regulatory agency.
2. Each program must have a copy of the FDA Food Code available for reference. Programs are encouraged to monitor food safety alerts pertaining to older adults. To obtain this information and a copy of the Food Code go to: <http://www.michigan.gov/mda>.
3. Each program, which operates a kitchen for food production, shall require all key staff personnel to complete a Food Service Manager ServSafe Certification Training Program that has been approved by the Michigan Department of Agriculture.
4. The vendor shall offer to congregate sites meal service personnel ServSafe training twice yearly at a cost not to exceed \$75 per student, plus training materials. Class size and location will be mutually agreed upon.
5. The time period between preparation of food and the beginning of serving/delivery shall be minimal and meals that take longer than 4 hours

to deliver once meal is complete shall be thrown out and DAAA will not be responsible for payment.

6. Food shall be prepared, held and served at safe temperatures. Documentation requirements for food safety procedures shall be developed in conjunction with, and be acceptable to, the respective local Health Department. The vendor shall utilize a fully functional, comprehensive MDA approved Hazard Analysis and Critical Control Point (HACCP) food safety plan.
7. The safety of food after it has been served to a participant and when it has been removed from the meal site, or left in the control of a homebound participant, is the responsibility of that participant.
8. All foods shall be procured from commercial sources that are in compliance with all federal, state, and local regulatory agencies, including the Michigan Food Code. Unacceptable items include: 1) home canned or preserved foods; 2) foods cooked or prepared in an individual's home kitchen; 3) meat from any animal not killed by a licensed facility; 4) any wild game taken by hunters; 5) fresh or frozen fish donated by sport fishers; 6) raw seafood or eggs; and, 7) any un-pasteurized products (i.e., dairy, juice/cider honey).
9. The program may use contributed food stuffs only when they meet the same standards of quality, sanitation and safety as apply to food stuffs purchased from commercial sources.
10. Acceptable contributed food stuffs include: 1) fresh fruits and vegetables; 2) wild game from a licensed farm processed within two hours of killing by a licensed processor.
11. Each program shall use standardized portion control procedures to ensure that each meal served is uniform and satisfies meal pattern requirements.
  - (a) Standard portions may be altered at the request of a participant for less than the standard serving of an item or if a participant refuses an item.
  - (b) Less than standard portions shall not be served in order to "stretch" available food to serve additional persons.
12. Each program shall implement procedures designed to minimize waste of food (i.e. leftovers/uneaten meals).

## **P. FOOD COST AND INVENTORY CONTROL**

Each program shall use an adequate food cost and inventory system at each food preparation facility. The inventory control shall be based on the first-in/first-out (FIFO) method and conform to Generally Accepted Accounting Principles (GAAP). The system shall be able to provide daily food costs, inventory control records, and monthly compilation of daily food costs.

1. Where a provider operates more than one meal/feeding program (Congregate, HDM, waiver, catering, etc.), costs shall be accurately distributed among the respective meal programs (contracts). Only costs directly related to a specific program shall be charged to that program.
2. For programs operating under a unit-rate reimbursement contract, the value of the inventory on hand at the end of the fiscal year does not have to be considered. Each program shall be able to calculate the component costs of each meal provided according to the following categories:
  - (a) Raw Food: All costs of acquiring food stuffs to be used in the program.
  - (b) Labor
    - (1) Food Service Operations: all expenditures for salaries and wages, including valuation of volunteer hours, for personnel involved in food preparation, cooking, delivery, serving, and cleaning of meal sites, equipment and kitchens; and
    - (2) Project Manager: all expenses for salary wages for persons involved in project management.
  - (c) Equipment: All expenditures for purchase and maintenance of items with a useful life of more than one year or with an acquisition cost of greater than \$5,000.
  - (d) Supplies: All expenditures for items with a useful life of less than one year and an acquisition cost of less than \$5,000.
  - (e) Utilities: All expenditures for gas, electricity, water, sewer, waste disposal, etc.
  - (f) Other: Expenditures for all other items that do not belong in any of the above categories (e.g. rent, insurance, fuel etc.) to be identified and itemized.

## **Q. EMERGENCY MEAL KITS**

Upon request by DAAA, but a minimum of once per year, shelf-stable meals may be ordered and delivered to home delivered meal (HDM) clients for use when inclement weather or other emergencies interfere with meal delivery.

### Specifications for Emergency Meals

#### General Requirements

1. Shelf- life of at least nine months without refrigeration.
2. Each case shall provide a variety of foods.
3. Pack of five complete meals per case.
4. Emergency meals kits must be packaged in corrugated cardboard boxes sturdy enough to prevent shifting, accidental opening or tearing. The outside label shall read “For Emergency Use Only” on bright yellow tape. A sample must be provided for approval by DAAA prior to delivery.
5. Menus for each meal and any required directions shall be contained within the case in bold print of 14 or greater font on white or yellow paper with the Detroit Meals on Wheels logo.

#### Nutritional Requirements for Each Pack

1. 2200 Calories or more
2. 90 g protein or more
3. 7000 mg sodium or less

#### Food Requirements for each Pack

1. Five entrées with condiments, as necessary.
2. 10 fruits or vegetables: three are to be 100% juice and contain 100% of Vitamin C requirement.
3. Potatoes, vegetables and tomato sauce as part of entrée may be considered as a vegetable if a sufficient quantity is present.
4. Five eight-ounce servings of milk.
5. Five servings of crackers or breadstick-type items.
6. Five desserts, two or more to be fruit in light syrup or juice, one or more to be cookie or granola type bar.

#### Additional Requirements

1. Fragile foods such as crackers shall be protected from breakage within each case.
2. Entire case shall be identified with Detroit Meals on Wheels Logo and a yellow tape across the top at the opening that states: For Emergency Use Only.
3. Cases shall be stackable to at least three high for ease of hand delivery.
4. Delivery schedule will be determined by the Nutrition Director.
5. The Nutrition Director reserves the right to alter dry items consistent with standard menu pattern and with consideration of cost.

**NO ALTERNATE MENUS WILL BE ACCEPTED FOR EMERGENCY MEAL KITS.**

*SAMPLE MENU*

**FOR EMERGENCY USE ONLY  
5-DAY MENU**

1. Orange Juice, Chicken and Dumplings, 1-2 Pack Cracker (US top\*), Applesauce, Krispy Kreme Cookie, NFDM\*\*  
Exchanges: Starch/Bread 1; Fruit 2 ½; Meat 1; Milk 1; Vegetable ½; Fat 1 ½
2. Apple Juice, Beef Stew, 1-2 Pack Cracker (US Top), Nutri-Grain Bar, NFDM  
Exchanges: Starch/Bread 2; Fruit 2; Meat 1; Milk 1; Vegetable 1 ½; Fat 1 ½
3. Grape Juice, Lasagna, 1-2 Pack Cracker (US Top), Applesauce, Raisins, NFDM  
Exchanges: Starch/Bread 1 ½; Fruit 4; Meat ½; Milk 1; Vegetable 1; Fat 1
4. Orange Juice, Pork & Beans; 1-2 Pack Cracker (US Top), Oatmeal Cookie, Raisins; NFDM  
Exchanges: Starch/Bread 2 ½; Fruit 4; Meat 1 Milk 1; Vegetable 1; Fat ½
5. Pineapple/Orange Juice, Tuna, 1-2 Pack Cracker (US Top), Mayo & Relish, 4 oz. Fruit Cup, Animal Cracker Cookies, NFDM  
Exchanges: Starch/Bread ½; Fruit 2 ½; Meat 2; Milk 1; Vegetable 1; Fat 1

\*US Top – Unsalted Top

\*\*NFDM – Non-Fat Dry Milk

## Appendix G

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### PROCUREMENT OF LOCAL MATCH DETAIL

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Describe the organization's plan for procuring local match that will supplement the Detroit Area Agency on Aging funds for the Nutrition Program.

**NOTE: These funds must be audited.**

- A. Please include a narrative summary
- B. Please complete Chart 1.



Detroit Area Agency on Aging  
Local Match

<p><b>Local Match</b> <u>Cash</u> (Identify source and purpose)</p> <p style="text-align: right;">Total</p>	<p style="text-align: center;"><u>Amount</u></p>
<p><b>Local Match</b> <u>In-kind</u> (Identify source and purpose)</p> <p style="text-align: right;">Total</p>	<p style="text-align: center;"><u>Amount</u></p>
<p style="text-align: right;"><b>Grand Total</b></p>	

## Appendix H

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### ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (HHS Form 441)

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

WHEREBY, the Applicant AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed thereby, or pursuant to the regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant (type or print)

BY:

\_\_\_\_\_  
Signature and Title of Authorized Official

Applicant Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix I

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# BUSINESS ASSOCIATE AGREEMENT

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### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_  
(Effective Date”), by and between the Detroit Area Agency on Aging (“Covered Entity”) and: \_\_\_\_\_  
\_\_\_\_\_ (“Business Associate”).  
Agency Name

#### WITNESSETH:

**WHEREAS**, Covered Entity has entered, or will enter into an agreement (the “Underlying Agreement”) with Business Associate, whereby Business Associate has agreed to provide certain services to Covered Entity;

**WHEREAS**, to provide such services to the Covered Entity, Business Associate must have access to certain protected health information (“Protected Health Information” or “PHI”), as defined in the Standards for Privacy of Individually identifiable Health Information (the “Privacy Standards”) set forth by the U.S. Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996, (“HIPAA”) and amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”) and the Genetic Information Nondiscrimination Act of 2008 (“GINA”);

**WHEREAS**, to comply with the requirements of the Privacy Standards, HIPAA, and HITECH, Covered Entity must enter into this Business Associate Agreement with Business Associate.

**WHEREAS**, the provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

#### I. Definitions

All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement will have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

(a) **Breach.** “Breach shall have the same meaning as the term “Breach” in 45 CFR § 164.402.

(b) **Electronic Protected Health Information.** “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR §160.103.

(c) **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) **Privacy Rule.** “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.

(e) **Protected Health Information (PHI).** “Protected Health Information (PHI)” shall have the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a covered entity, including from any other business associate of Covered Entity. As used herein, the term “business associate” in lower case letters shall have the same meaning as the term “business associate in 45 CFR §160.103.

(f) **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 CFR §164.103.

(g) **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) **Security Incident.** “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR §164.304.

(i) **Security Rule.** “Security Rule” shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(j) **Transaction.** “Transaction” shall have the meaning given the term “transaction” in 45 CFR §160.103

(k) **Unsecured Protected Health Information.** “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

## **II. Safeguarding Privacy and Security of Protected Health Information**

(a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Covered Entity's behalf or receives from Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, “Covered Entity's Protected Health Information”) only:

(i) **Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.

(ii) **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:

(A) the disclosure is Required by Law; or

(B) if before the disclosure, Business Associate obtains from the person or entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the person or entity will:

(1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or as the person or entity is Required by Law; and

(2) notify Business Associate within two (2) business days of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

(iii) **Minimum Necessary.** Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, pursuant to 45 CFR § 164.502, unless excepted by HIPAA and as required by the HITECH Act, any uses or disclosures of Protected Health Information shall be limited to the Minimum Necessary.

**(b) Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the Privacy Rule, the Security Rule, or the HITECH Act if done by Covered Entity.

**(c) Information Safeguards.**

**(i) Privacy of the Covered Entity's Protected Health Information.** Business Associate will maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

**(ii) Security of the Covered Entity's Electronic Protected Health Information.** As required by the Security Rule and the HITECH Act, Business Associate will maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect against reasonably anticipated threats or hazards to, and to ensure the security and integrity of, Protected Health Information; to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information; and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Business Associate Agreement.

**(iii) Policies and Procedures.** Business Associate shall maintain written policies and procedures, conduct risk analyses, and train and discipline its workforce in accordance with the Privacy Rule, the Security Rule, and the HITECH Act.

**(d) Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance, evidenced by a written contract pursuant to 45 CFR § 164.308, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to Business Associate under this Agreement, including reasonable and appropriate safeguards to protect it. Upon request of Covered Entity, Business Associate will provide to Covered Entity a copy of such written contract, or such portion thereof as documents Business Associate's compliance with this paragraph.

*(e) Prohibition on Sale of Records.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that expressly specifies that his/her Protected Health Information can be further exchanged for remuneration by the entity receiving the individual's Protected Health Information.

*(f) Penalties for Noncompliance.* Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

### **III. Obligations of the Covered Entity**

Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by an Individual to use or disclose his/her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

### **IV. Permissible Requests by the Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

### **V. Individual Rights**

*(a) Access.* Business Associate will, within ten (10) calendar days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524.

If Protected Health Information is held in an Electronic Health Record then, pursuant to 45 CFR § 164.502 and when requested by the individual, Business Associate shall provide a copy of such individual's Protected Health Information in an electronic format to Covered Entity or, if Covered Entity expressly requests in writing either: (i) directly to the individual or (ii) if the individual so chooses, directly to an entity or person designated by the individual, provided that the individual's choice is clear, conspicuous, and specific.

*(b) Amendment.* Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

*(c) Disclosure Accounting.* To allow Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

**(i) Disclosures Subject to Accounting.** Business Associate will record the information specified below (“Disclosure Information”) for each disclosure of Covered Entity's Protected Health Information, not accepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.

**(ii) Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information if Covered Entity need not account for such disclosures.

**(iii) Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not accepted from disclosure accounting, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) **Disclosure Information Generally.** Except for repetitive disclosures of Covered Entity's Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which Business Associate made the disclosure, (3) a brief description of Covered Entity's Protected Health Information disclosed, (4) a brief statement of the purpose of the disclosure, and (5) any additional information to the extent required by the HITECH Act and any accompanying regulations.

(B) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

**(iv) Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within fourteen (14) calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual, and shall also provide a copy of such accounting to Covered Entity.

**(d) Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to

the terms of the restriction agreement. Business Associate will comply with any restriction request if: (i) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out-of-pocket in full.

## **VI. Breaches and Security Incidents**

### **(a) Reporting.**

(i) **Privacy or Security Breach.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of Covered Entity's Unsecured Protected Health Information. Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy **Official not more than five (5) business days after Business Associate learns of such non-**permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period specified in 45 CFR §164.412. Otherwise, in accordance with 45 CFR §164.404, Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

(F) all other information required, by the HITECH Act and any accompanying regulations, to be reported by a Business Associate to a Covered Entity or by a Covered Entity to the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach; and

(G) Provide such other information, including a written report, as Covered Entity may reasonably request.

(ii) **Security Incidents and Unsuccessful Attempts.** Business Associate will report to Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with



Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will make this report once per month, except if any such security incident resulted in a disclosure not permitted by this Agreement or Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth in paragraph VI(a)(i), above.

(iii) In the event notification to Individuals or the Secretary is required under the HITECH Act or any accompanying regulations, Business Associate will prepare and deliver such notification to Individuals and/or the Secretary on Covered Entity's behalf, only if Covered Entity specifically authorizes and requests, in writing, that Business Associate do so. Such notifications to Individuals or the Secretary will be consistent with the notification content requirements established in the HITECH Act and any accompanying regulations.

(iv) Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate shall be solely responsible for, and shall indemnify and hold Covered Entity (including Covered Entities, officers, directors, employees and representatives other than Business Associate) harmless from and against, any all costs, of every type and nature, incurred in preparing and delivering any Breach notification referenced in paragraph VII(a)(iii) of this Business Associate Agreement, or as the result of such Breach notification.

## **VII. Term and Termination**

**(a) Term.** The term of this Agreement shall commence on the Effective Date, and shall terminate when all Protected Health Information provided to Business Associate by Covered Entity or another of Covered Entity's business associates, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

### **(b) Right to Terminate for Cause.**

(i) Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective upon the expiration of the aforementioned thirty-day period or at such other date specified in Covered Entity's notice of termination.

(ii) Covered Entity may terminate this Business Associate Agreement and the Underlying Agreement effective immediately upon written notice to Business Associate if Business Associate has breached a material term of this Business Associate Agreement and cure is not possible.

### **(c) Return or Destruction of Covered Entity's Protected Health Information as Feasible.**

Upon termination or other conclusion of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. This provision also shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Further, Business Associate shall require any such subcontractor or agent to certify to Business Associate that it has returned to Business Associate (so that Business Associate may return it to Covered Entity) or destroyed all such information which could be returned or destroyed.

Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

**(d) Procedure When Return or Destruction Is Not Feasible.**

As promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement, Business Associate will identify all of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. To the extent return or destruction of PHI is not feasible, Business Associate's duties, rights, and obligations with respect to Covered Entity's Protected Health Information will continue in full force and effect after the termination of this Business Associate Agreement or the Underlying Agreement.

**(e) Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement and/or the Underlying Agreement.

## **VIII. Miscellaneous Provisions**

**(a) Definitions.** All capitalized terms in this Business Associate Agreement that are not defined by this Business Associate Agreement will have the meaning ascribed to them by 45 C.F.R. Parts 160-164 or in the HITECH Act.

**(b) Inspection of Internal Practices, Books, and Records.** Business Associate will cooperate with, and make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to HHS to determine compliance with the Privacy Rule, HIPAA, and HITECH.

**(c) Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS with respect to Protected Health Information, Standard Transactions, the security of Electronic Protected Health Information, or other aspects of HIPAA or the HITECH Act applicable to this Agreement or the Underlying Agreement, or that affects Business Associate's or Covered Entity's obligations under this Agreement, this Agreement will automatically be deemed amended such that the obligations imposed on Business Associate and Covered Entity remain in compliance with the final regulation or amendment to the final regulation. Further, the Covered Entity may amend the Agreement from time to time by posting an updated version of the Addendum on the Agency's website at: <http://www.aaal.c.org>, and providing the Business Associate electronic notice of the amended Agreement. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Covered Entity of its non-acceptance within 30 days of the Covered Entity's notice referenced herein. Any agreed alteration of the then current Agreement shall have no force or effect until the agreed alteration is reduced to a contract amendment and signed by the Covered Entity and the Business Associate.

**(d) No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties other than Covered Entity's clients.

**(e) Regulatory References.** A reference in this Business Associate Agreement to a section in HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act means the section as amended and in effect.

**(f) Survival.** The respective rights of Covered Entity and obligations of Business Associate under Article VI and VII of this Agreement shall survive the expiration or termination of this Agreement for any reason, along with any other provisions which by their nature are meant to survive termination, including but not limited to Article VIII (j)(k) and (l).

**(g) Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act. The provisions of this Agreement shall override, supersede, and control over any conflicting provision of the Underlying Agreement, provided that all non-conflicting provisions of the Underlying Agreement shall remain in full force and effect.

**(h) Notices.** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing in accordance with this paragraph.

**(i) Entire Agreement; Modification.** This Business Associate Agreement represents the entire agreement between Business Associate and Covered Entity relating to the subject matter hereof; provided, however, that all non-conflicting provisions of the Underlying Agreement remain in full force and effect. Except as specified in paragraph VIII(c) above, no provision of this Business Associate Agreement can be modified, except by a written document expressly referencing this Agreement and signed by duly authorized representatives of both parties.

**(j) Indemnification.** Anything in this Agreement or in Underlying Agreement to the contrary notwithstanding, Business Associate, for itself and its successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, “Indemnitors”) and at Indemnitors’ sole cost and expense, shall indemnify, defend, and hold Covered Entity and its respective officers, directors, shareholders, employees, successors and assigns (collectively for purposes of paragraphs VIII(j) and VIII(k) only, “Indemnitees”) from and against, any and all actions, suits, damages, judgments, liabilities, costs, Losses and Expenses (as hereinafter defined) of any and every kind that in any way pertain to and/or arise out of any misrepresentation, breach of warranty, or other breach, by Business Associate or any other Indemnitor, of Business Associate’s obligations under this Agreement. For the purpose of paragraphs VIII(j) and VIII(k), the term Losses and Expenses shall be deemed to include compensatory, exemplary and punitive damages; attorneys’ fees; experts’ fees; court costs; costs associated with investigating and defending against claims; costs associated with Indemnitees’ response to any Security Incident or Breach of Unsecured PHI, including required notification to Individuals and/ or the Secretary; settlement amounts; judgments; and all other costs associated with any of the foregoing Losses and Expenses.

**(k) Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees and agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Indemnitees or any of them based upon a claimed violation of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act and/or any other laws or regulations relating to security and privacy, except where Business Associate or its subcontractors, employees, or agents is named in the litigation as a party adverse to the Indemnitees.

**(l) Judicial and Administrative Proceedings.** In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Covered Entity shall have the right to control Business Associate’s response to such request. Business Associate shall

notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days after receiving such request.

**(m) Injunctive Relief.** Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to the Underlying Agreement would cause irreparable harm to Covered Entity, and in such event, Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

**(n) Binding Effect.** This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

**In Witness Whereof,** the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

**COVERED ENTITY**

**BUSINESS ASSOCIATE:**

**Detroit Area Agency on Aging**

\_\_\_\_\_  
Agency Name

By: \_\_\_\_\_  
Ronald S. Taylor

By: \_\_\_\_\_  
\_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

Address: 1333 Brewery Park Blvd.  
Suite 200  
Detroit, MI 48207-4544

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix J

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## CERTIFICATION, ACCEPTANCE AND ASSURANCES

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We, the undersigned, certify that the statements herein are true and complete to the best of our knowledge and will comply if a contract is signed with all Aging and Adult Services Agency and the Detroit Area Agency on Aging guidelines as well as the following laws and regulations as cited in the Michigan Office of Services to the Aging Operating Standards for Area Agencies on Aging - Contracting for Service Provision (passed by the Aging and Adult Services Agency's Commission on Services to the Aging, October 18, 1985).

### 1. MICHIGAN CIVIL RIGHTS LAWS

The contract shall require that the contractor not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot-Larsen Civil Rights Act, P.A. 453, Section 209, 1976. The contractor shall also comply with the provisions of the Michigan Handicappers Rehabilitation Act of 1973, P.L. 93-122, 87 Stat. 394. Each contract must contain a completed form HHS 441 assuring compliance with the Civil Rights Act of 1964.

### 2. NON-DISCRIMINATION/AFFIRMATIVE ACTION

The applicant must assure the Detroit Area Agency on Aging that no individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of, or in connection with, the Older Americans Act and Older Michiganians Act because of race, color, religion, sex, national origin, handicap or political affiliation or belief.

The applicant is required to comply with Title VII of the Civil rights Act of 1964 (P.L. 88-351) and all requirements imposed by regulations issued pursuant to the Title (45 CFR, Part 80).

All applicants must also attest to complying with the "Americans with Disabilities Act of 1990."

### 3. APPLICABLE LAWS AND REGULATIONS

The contract shall require the contractor to comply with applicable provisions of the Older Americans Act and the regulations and policies pertaining thereto; to all other applicable federal laws and regulations, including licensure (S1321.105); to policies of the Department of Health and Human Services, the Office of Services to the Aging, and policies, procedures and standards of the Detroit Area Agency on Aging and all applicable state and local laws. This application will become part of any contract between the applicant organization and the Detroit Area Agency on Aging.

**THE APPLICATION SHOULD BE SIGNED BY THE PERSON(S) DULY AUTHORIZED TO CONDUCT THE ORGANIZATION'S LEGAL RESPONSIBILITIES.**

By: \_\_\_\_\_  
Authorized Signature of Applicant /Title

\_\_\_\_\_   
Typed Name

By: \_\_\_\_\_  
Authorized Signature of Applicant /Title

\_\_\_\_\_   
Typed Name

Date: \_\_\_\_\_

## Appendix K

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### MODEL CLIENT BILL OF RIGHTS and GRIEVANCE PROCEDURE

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The Detroit Area Agency on Aging Model Client Bill of Rights and Grievance Procedure must be adopted. Indicate the organization's commitment to adopt this model by signing below. All contractors must post the written procedure in offices; a copy is given to each in-home service client by Detroit Area Agency on Aging during the assessment. The Contractor must provide it to any home delivered meal client who wishes to air a grievance.

**NOTE: The service provider must provide a written procedure for handling appeals.**

Detroit Area Agency on Aging Client Bill of Rights and Grievance Procedure

1. Client's right to confidentiality.
2. Client's right to air grievances without fear of retribution and right to continued service while airing grievances.
3. Client's right to contact Detroit Area Agency on Aging directly for any reason.
  - a. Client must file written grievance with the Detroit Area Agency on Aging President and Chief Executive Officer with a copy to the Board Chairperson.
  - b. The person filing the grievance will receive written notice of the Detroit Area Agency on Aging President and Chief Executive Officer's determination within 30 days of the date the grievance is filed.
4. Potential client's right to appeal a denial of service or adverse finding about a filed grievance to the Detroit Area on Aging.

\_\_\_\_\_ hereby commits to adopt the Detroit Area Agency on  
*Organization Name* Aging Model Client Bill of Rights and Grievance  
procedure and will adhere to all posting and distribution  
requirements

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Authorized Signature of Applicant Organization/Title

\_\_\_\_\_  
Date

## Appendix L

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### MINORITY CONTRACTOR STATUS

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Indicate whether the applicant is a Minority Contractor:                     YES         NO

**DEFINITION:**        A minority contractor that is private non-profit making must satisfy both of the following criteria:

51% of Board must be of a minority group; and  
50% of Staff (Title III and non-Title III) must be members of a recognized minority group

**DEFINITION:**        A minority contractor that is private profit-making must satisfy either of the following criteria:

Organization whose sole ownership, or at least 51% of whose stock, is held by minorities; or  
In a partnership a minority individual must control greater than 50% of the interest in the partnership; or for a limited liability company, greater than 50% of the interest of members of the LLC must be held by minorities.

To qualify as a minority contractor or subcontractor, the company or organization must be certified by either the Michigan Minority Business Development Council or the State of Michigan. Proof of Certification must be included as part of this attachment.

\_\_\_\_\_  
Applicant Company

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Appendix M

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### NON-COLLUSION AFFIDAVIT

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#### DETROIT AREA AGENCY ON AGING NUTRITION PROGRAM

THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED.

#### NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN  
COUNTY OF WAYNE

\_\_\_\_\_ being first duly sworn, disposes and says that he is

\_\_\_\_\_ of \_\_\_\_\_  
(Sole Owner, Partner, President, etc.)

has not, in any manner, directly or indirectly sought by Agreement or collusion, or communication or conference, with any agency and/or person, to fix the service rate paid by the DAAA, to fix any overhead, profit or cost element of said rate, to secure any advantage against the DAAA or any agency or persons interested in contracting for the services required herein.

The individual or office signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or contractor. All attachments contained herein are made part of this Agreement.

The foregoing provisions and attachments to the Agreement have been examined by the undersigned and are accepted and approved by this signing.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative for the  
Detroit Area Agency on Aging

\_\_\_\_\_  
Date

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## Appendix N

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### HOME-DELIVERED MEALS PROGRAM MEAL QUALITY REVIEW

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## Detroit Area Agency on Aging Sample Meals Evaluation Form

<i>Vendor</i>	<i>Meal Name</i>	<i>Evaluator</i>

*(Please use the rating scale: 1 – very poor, 2 – poor, 3 – fair, 4 – good, 5 – very good)*

Please rate the vendor’s sample meals based on the following criteria:

1. Overall Presentation

a. Appearance of food: 1    2    3    4    5

Additional Comments:

b. Variety/texture of food provided: 1    2    3    4    5

Additional Comments:

c. Meal color/variety: 1    2    3    4    5

Additional Comments:

2. Overall Taste

a. Taste of food: 1    2    3    4    5

Additional Comments:

b. Smell/Aroma of food: 1    2    3    4    5

Additional Comments:

3. Overall Nutritional Value: Does the menu meet or exceed 1/3 of the Daily Recommended Intake for the following nutrients? Based on a 2,000 calorie diet for a Male 51 years of age or over.

	Calories (kcal)	Protein (gm)	Carbs (gm)	Diet. Fiber (gm)	Total Fat(gm)	Sat. Fat(gm)	Iron (mg)	Magn- esium (mg)	Copper (mcg)
DRI	660	18	43	9	22	7	2.5	139	297
Yes/No									

## Appendix O

# DETROIT AREA AGENCY ON AGING APPEALS PROCEDURE

### INFORMAL INQUIRY

- STEP 1:** The Detroit Area Agency on Aging (DAAA) invites agencies to make inquiry (in writing) if an agency has questions regarding the denial of its proposal, or a subsequent reprogramming action. The written appeal must be received within fifteen (15) calendar days of DAAA's notice of grant award or notice of reprogramming.
- STEP 2:** The Grant & Contract Review Committee reviews inquiries and decides, within thirty (30) calendar days of receipt of appeal, whether to invite the agency to meet for discussion regarding the inquiry. If so decided, DAAA will invite the agency to meet to discuss the inquiry for clarification and fact-finding.

### FORMAL APPEAL TO DAAA BOARD

- STEP 3:** If a request for funding has been denied after Step 2, the agency may request to meet with the DAAA Board of Directors at its next regularly scheduled meeting. A written request to meet with the Board must be received within fifteen (15) calendar days of the date of the notice of the decision by the Board, indicating the outcome of Step 2.

### FORMAL APPEAL THROUGH THE AMERICAN ARBITRATION ASSOCIATION or THE MICHIGAN AGING AND ADULT SERVICES AGENCY

- STEP 4:** After a final denial by the Board of Directors of the Detroit Area Agency on Aging, if the agency feels aggrieved by such determination, the agency may have this decision reviewed in an appeal process through the American Arbitration Association or the Michigan Aging and Adult Services Agency. In the event that arbitration is chosen, the parties would be bound by the decision with no further recourse through the state.

#### ➤ **FORMAL APPEAL TO THE AMERICAN ARBITRATION ASSOCIATION**

1. Within fifteen (15) calendar days of the Board's notification to the applicant-agency (as in Step 3), if an appeal is to be made, the applicant-agency must file a written statement requesting a review and reconsideration of this determination of denial. The written

statement should be sent to:

President & CEO  
Detroit Area Agency on Aging  
1333 Brewery Park Blvd., Suite 200  
Detroit, MI 48207

This statement of fact must indicate the grounds upon which the appeal is being made and may include material that has bearing on the appeal. Failure to complete Item 1 within the time specified will result in the forfeiture of the right to appeal.

2. The American Arbitration Association will assign an arbitrator to serve as an independent third party to administer the appeal case. Within twenty-two (22) calendar days of receipt by the Area Agency on the above-mentioned statement, the arbitrator will conduct a pre-hearing session with both parties - the aggrieved and the Area Agency on Aging.
3. Within thirty (30) calendar days of the completion of Item 2, the arbitrator will arbitrate a hearing.
4. Upon completion of Item 3, the arbitrator will have thirty (30) calendar days in which to review the appeal material and make advisory recommendations therein to the Board to assist in its final determination.
5. Upon completion of Item 4, the Board of Directors of the Area Agency will review the recommendations of the arbitrator and make its determination on the appeal to the aggrieved agency.

➤ **FORMAL APPEAL - MICHIGAN AGING AND ADULT SERVICES AGENCY**

After denial by the Board of Directors of the Detroit Area Agency on Aging, the applicant agency aggrieved by this determination, must within fifteen (15) calendar days of the Board's notification to the applicant agency (as in Step 3), pursue an appeal through the Aging and Adult Services Agency and in this regard may contact:

Aging and Adult Services Department  
Michigan Department of Health & Human Services  
P. O. Box 30676  
Lansing, MI 48909

In the event that an appeal to the state agency is chosen, an unfavorable decision could be appealed to Circuit Court; more particularly, a party aggrieved by a final decision in a contested case may seek judicial review of that decision by the filing of a petition for review within sixty (60) calendar days of the decision.

(rev 7/2006)

## Appendix P

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### APPLICABLE LAWS

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The following is a list of applicable laws:

OAA	<u>Older Americans Act</u> , as amended. This is the federal legislation and primary authority for DAAA operations and services. This legislation was enacted by Congress in 1965 and has since been amended several times.
CFR	<u>Code of Federal Regulations</u> , promulgated to effect the provisions of OAA and other federal law, specifically:  45 CFR 1321 Interim Final Rules, issued April 1, 1985, regarding Grants for State and Community Programs on Aging (i.e. Older Americans Act)  45 CFR 74 Department of Health and Human Services Administration of Grants  2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
AASA-MA	<u>Aging and Adult Services Agency</u> Minimum Standards (Formerly OSA):  AASA-MS-General General Requirements for All Service Programs are included in this Request for Proposal.  AASA-MS-(B)-(3) Operating Standards for Home Delivered Meal Services are included in this Request for Proposal.  AASA-OSAAA Operating Standards for Area Agencies on Aging, specifically:  AASA-OSAAA-C-4 Contracting for Service Provision (referenced in AASA-MS-General #1)  Michigan Public Act Michigan Food Law 2000

## Appendix Q

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### ESTIMATED LEVEL OF MEALS (PENDING FUNDING AVAILABILITY)

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**Estimated annual requirements for the home delivered meals program (approximately 250 service days per year).**

<b>Meal Type</b>	<b>Delivered/# Clients</b>	<b>Total Annual Meals</b>
Hot Meals	Daily – 556	139,000
Hot Culturally Specific Meals	Daily-100	25,000
Frozen Meals (5-meal box)	Weekly – 1,300	325,000
Liquid Meals, including Diabetic Liquid Meals, (24 8-oz. Cans/case)	Monthly – 200	60,000
Shelf-Stable (5 meals per case)	Annually – 2,000	10,000
<b>Total Annual Meals</b>		<b>559,000</b>

**Estimated Annual Requirements for the 24 Congregate Meal Sites (approximately 250 service days per year).**

<b>Meal Type</b>	<b>Delivered/# Clients</b>	<b>Total Annual Meals</b>
Hot Meals	Daily – 680	180,000
Hot Culturally Specific	Daily - 40	10,000

**Estimated annual requirements for Holiday Meals on Wheels Program and Culturally Specific Holiday Meals (CS) (four holidays):**

<b>Holiday</b>	<b>Meal Type</b>	<b>Delivered/# Clients</b>	<b>Total Annual Meals</b>
Thanksgiving Day	Hot Meals	5,500	5,500
CS Thanksgiving	Hot Meals	275	275
Christmas Day	Hot Meals	5,500	5,500
CS Christmas	Hot Meals	275	275
Easter Day	Hot Meals	3,500	3,500
CS Easter	Hot Meals	275	275
Labor Day	Hot Meals	3,500	3,500
CS Labor Day	Hot Meals	275	275

The Contractor will be expected to make deliveries as specified, of quantity specified. Should an occasion arise when Home Delivered or Congregate meals are not available,

the Agency reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the contract.

If, however, in the sole opinion of the Agency, the Contractor fails to render delivery as specified or furnish proper quality, the Agency may terminate the contract and no damages will accrue.

## Appendix R

### PRESCREENING CHECKLIST

PRESCREENING AND ELIGIBILITY CHECKLIST	Yes	No	Comments
<b>In existence for a minimum of <b>five (5)</b> years (must submit a proof of incorporation except for local units of governments).</b>			Submit Articles of Incorporation
<b>Financially viable with a current financial report and as demonstrated by having a positive fund balance or retained earnings.</b>			Submit audited or unaudited financial statements (i.e., Balance sheet, Income Statement, Profit & Loss Statement, etc.)
<b>Current with all local, state and federal taxes.</b>			Submit most recent Tax return and form 941
<b>Debarment and Background check.</b>			
Does your company complete all credentialing (criminal background checks and safe driver checks) yearly for all meal delivery drivers?			
Does your company do the <b>mandatory monthly</b> OIG and SAM checks on all employees and management team?			
<b>Does your company meet ADA standards for accessibility and accommodations for Persons with disabilities and provide evidence of compliance?</b>			
<b>Are you able to meet and provide proof of Liability Insurance requirement as listed below?</b>			Submit proof of insurance. (Additional copy with DAAA as additionally insured will be required once proposal is accepted)
Commercial General Liability			
Each occurrence \$1,000,000			
Personal & Adv. Injury \$2,000,000			
General Aggregate \$2,000,000			
Auto Liability - \$1,000,000			
Professional Liability			
Each occurrence \$1,000,000			
General Aggregate \$2,000,000			
Worker Compensation – Ea. employee \$500,000			
Umbrella or Excess Liability - \$2,000,000			
Dishonesty Bond \$100,000			
<b>Vehicle roster listing all operating vehicles insured</b>			
<b>Do you have complete vehicle life and maintenance records?</b>			
<b>NOTE: if you answer "No" to any of the above questions, you do not qualify to apply for</b>			

**the proposal.**

<b>PRESCREENING AND ELIGIBILITY CHECKLIST</b>			
	<b>Yes</b>	<b>No</b>	<b>Comments</b>
<b>Is the bidder's kitchen within DAAA service area?</b>			
<b>Does the bidder's kitchen meet minimum production capacity?</b>			
<b>Does the applicant have access to a Registered Dietitian?</b>			
<b>Drivers with valid Michigan Chauffer license?</b>			
<b>Drivers Background checks completed as per listed below?</b>			
MVR (Motor Vehicle report)			
Criminal Background			
Sex offense Screening			
Substance Abuse Screening			
<b>Do you complete client satisfaction surveys periodically? (If yes, how often?)</b>			
<b>Do you provide the below minimum in-service training to new program staff?</b>			
Introduction to the program and the aging network			
The aging process (may include, though are not limited to, cultural diversity, dementia, cognitive impairment, mental illness, abuse and exploitation.)			
Ethics			
Emergency procedures			
Confidentiality/HIPPA			
<b>Do you provide the below required in-service training to all drivers?</b>			
Defensive Driving Safety Training			
Accident reporting			
CPR & first Aid			
<b>Is your company in compliance with the following?</b>			
Americans with Disabilities Act			
Civil Rights Act of 1964			
Equal Employment			
Family Medical Leave Act			
Drug-Free Workplace Act of 1988			
Occupational Safety and Health Act (OSHA)			
Michigan Occupational Safety and Health Act			
<b>Has your company implemented, at a minimum, the following policies and procedures?</b>			
Complaints and Appeal procedures			



Service Termination Procedure			
<b>PRESCREENING AND ELIGIBILITY CHECKLIST</b>	<b>Yes</b>	<b>No</b>	<b>Comments</b>
Policies on recruitment, training, and supervision			
In-service training plan			
Affirmative Action policy plan			
Client confidentiality and HIPAA policies and procedures			
Emergency /Disaster Plan			