

HSS-11-065 Congregate and Home Delivered Meals Service

REQUEST FOR PROPOSAL # HSS-11-065

Proposals for Congregate and Home Delivered Meal Services for the Division of Services for Aging & Adults with Physical Disabilities, 1901 Delaware Health & Social Services, Herman M. Holloway Sr. Campus, 1901 N. DuPont Highway, New Castle, DE. 19720 will be **received** by:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **June 30, 2011 @ 11:00 A.M. EDT.** At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **May 26, 2011 @ 10:00 A.M. EDT** at the Delaware Health & Social Services, Herman M. Holloway Sr. Campus, Main Administration Building, Sullivan Street, Third Floor Conference Room #301, 1901 N. DuPont Highway, New Castle, DE. 19702. For further information please call 302-255-9290.

"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in [Section 6.9](#) of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

Public Notice

Public notice has been provided in accordance with *29 Del. C. § 6924*

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NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER (HSS-11-065) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLDG, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE PROCUREMENT UNIT OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D, E and F signed and with all information on the forms complete.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

**REQUEST FOR PROPOSAL FOR CONGREGATE & HOME DELIVERED MEALS
SERVICE FOR
DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Congregate and Home Delivered Meal Services. Contract renewal is possible for up to four (4) additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be on **May 26, 2011 @ 10:00 A.M. EDT** at the following location.

Delaware Health & Social Services
Herman M. Holloway Sr. Campus
Main Administration Building, Sullivan Street
Third Floor Conference Room #301
1901 N. DuPont Hwy.
New Castle, DE. 19702

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than fifteen (15) minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Inquiries regarding this RFP should be addressed to:

Franklin Jones
Public Health Treatment Program Administrator
Franklin.Jones@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any **Division of Services for Aging & Adults with Physical Disabilities** staff, except those specified in this RFP, regarding this procurement. Contact between contractors and **Franklin Jones** is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

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Questions are due by **May 16, 201** and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the pre-bid meeting, bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

**REQUEST FOR PROPOSAL FOR CONGREGATE & HOME DELIVERED MEALS
SERVICES FOR
DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES**

1. INTRODUCTION

This is a Request for Proposal (RFP) for Congregate and Home Delivered Meal Services issued by Delaware Department of Health and Social Services, Division of Services for Aging and Adults with Physical Disabilities (henceforth referred to as “The Division”).

The Division is requesting applications to provide the program for the period October 1, 2011 through September 30, 2012.

The Division’s mission is to improve and maintain the quality of life for Delawareans who are elderly, or who are at least eighteen years of age with physical disabilities. The Division is committed to the development and delivery of consumer driven services, which maximize independence through individual choice in the least restrictive environment possible enabling individuals to continue living active and productive lives, and protecting those who may be vulnerable or at risk.

Additional information about the Division and about services for older persons and adults with physical disabilities in Delaware may be found on the Division’s website at www.dhss.delaware.gov/dsaapd.

1.1 Background

The purpose of this RFP is to procure statewide Congregate and Home Delivered Meal Services for eligible Delawareans for the period from October 1, 2011 through September 30, 2012.

1.2 Project Goals

The goal of the Congregate and Home Delivered Meal Services service is to provide nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), as set by the National Research Council (NRC) for the target age group and the Dietary Guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and USDA).

2. SCOPE OF SERVICES

The Division engages in many activities to support its mission, including contracting with outside vendors to provide a wide range of home and community-based services. As noted in the previous section, the purpose of this RFP is to procure statewide Congregate & Home Delivered Meals services for eligible Delawareans for the period, October 1, 2011 through September 30, 2012.

Division of Services for Aging & Adults with Physical Disabilities has developed "service specifications" for Congregate & Home Delivered Meals services. These specifications define the scope of work for this service. They include service descriptions, participant eligibility, standards for service, monitoring requirements, and other relevant information.

The service specifications for Congregate & Home Delivered Meals services are included in [Attachment A](#). These specifications will provide important guidelines for the development of your proposal. Please read them carefully.

In developing your proposal, you will be expected to explain the following:

- how you will deliver the services (your plan of work)
- the qualifications of your staff
- your budget
- your service area

It is expected that the work plan, staff qualifications and budget will be consistent with the scope of services outlined in the service specifications in [Attachment A](#). Instructions for completing these and other components of the proposal are provided in the Format and Content of Response Section ([Section 4](#)) of this RFP.

3. SPECIAL TERMS AND CONDITIONS

3.1 Length of Contract

Contract term is one (1) year with the possibility of renewal for up to four (4) additional years contingent on funding and satisfactory performance.

3.2 Subcontractors

The use of subcontractors will be permitted for this project.

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Services for Aging & Adults with Physical Disabilities.

3.3 Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

3.4 Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

3.5 Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

3.6 Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

3.7 Payment

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

3.8 W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>.

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The vendor will complete the secure form, read the affirmation, and submit the form by clicking the “Submit” button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder’s proposal.

4. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

4.1 Bidder's Signature Form

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

4.2 Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: June 30, 2011 @ 11:00 A.M. EDT**).

4.3 Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page number. (**Sample Table of Contents - Appendix H**)

4.4 Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. Any and all CD disks provided containing confidential information should be marked as such on the CD disk. These items are:

- 1) any financial information relating to the company or organization (not the RFP pricing or budget);
- 2) Organization Charts.

4.5 Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

4.6 Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

4.7 Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities and strategies, and resources.

4.8 Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data.

(See [Appendices D & E](#))

4.9 Standard Contract

[Appendix G](#) is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Cover Letter (see [Section 7.1](#)) of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

5. BUDGET

Vendor will submit a line item budget, **for the contract year**, using a format mirroring that in Appendix B. Modifications to the budget after the award must be approved by the Division.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

6. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

6.1 Number of Copies Required

Two (2) original **CDs** (Each Labeled as “Original”) and six (6) **CD** copies (Each labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled “Corporate Confidential Information”). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hardcopy with original signatures.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>) relative to this RFP, a statement confirming the proposal remains effective through the date shown in **Section 6.4** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

BRUCE KRUG
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North DuPont Highway
New Castle, DE 19720

6.2 Closing Date

All responses must be received no later than **June 30, 2011 @ 11:00 A.M. EDT**. Later submission will be cause for disqualification.

6.3 Opening of Proposals

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

6.4 Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 30, 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

6.5 Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

6.6 Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

6.7 Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

6.8 Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

6.9 Questions

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either faxed or emailed to:

Franklin Jones
Public Health Treatment Program Administrator
Franklin.Jones@state.de.us
Fax: 302-255-4445

Deadline for submission of all questions is **May 16, 2011**. Written responses will be faxed or emailed to bidders no later than **June 6, 2011**. Please include your fax number and/or your email address with your questions.

All questions and answers will be posted on <http://bids.delaware.gov>.

6.10 Amendments to Proposals

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

6.11 Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

6.12 Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

6.13 Investigation of Bidder's Qualifications

Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

6.14 RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

6.15 Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All terms and conditions contained in the proposal will remain fixed and valid for one (1) year(s) after proposal due date.

6.16 Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

6.17 Proposed Timetable

The Department’s proposed schedule for reviewing proposals is outlined as follows:

Activity	Schedule
Advertise RFP	May 2, 2011
Submission of Questions	May 3, 2011 – May 16, 2011
Mandatory Pre-Bid Meeting	May 26, 2011 @ 10:00 A.M. EDT
Response to Questions	June 6, 2011 @ 04:30 P.M. EDT
Bid Opening – Applications Due	June 30, 2011 @ 11:00 A.M. EDT
Evaluation & Selection Process	July 7, 2011 (Tentative)
Notification of Award	July 18, 2011 (Tentative)
Project Begins	October 1, 2011

6.18 Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General’s Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware’s Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

7. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Services for Aging & Adults with Physical Disabilities, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

7.1 Cover Letter and Required Documents

This Section should be labeled “**Section 1: Cover Letter and Required Documents**”.

7.1.1 Transmittal/Cover Letter

The Transmittal/Cover Letter shall be in the form of a standard business letter on official business letterhead and an individual authorized to legally bind the bidder shall sign it. The Transmittal/Cover letter must be submitted in hard copy format with original signatures. It shall include at a minimum:

- bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>) relative to this RFP
- a statement confirming the proposal remains effective through the date shown in **Section 6.4**
- a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract
- a statement confirming pricing was arrived at without collusion.
- A statement that the bidder will comply with all terms and conditions as indicated in the General Instructions for Submission of Proposals (**Section 6**), Terms and Conditions (**Section 3**), Service Specifications (**Attachment A**) and in the Standard Department Contract Boilerplate (**Appendix G**), included as part of this RFP, except as to modifications mutually agreed upon by the contractor and Department (see **Section 4.9**).

7.1.2 Required Documents

- Bidders Signature Form [*In Hard Copy Format*] (**Appendix C**)
- Title Page [*In Hard Copy Format*] (**Section 4.2**)
- Table of Contents (Sample Table of Contents – **Appendix H**)
- Compliance Form [*In Hard Copy Format*] (**Appendix D**)
- Certification Sheet [*In Hard Copy Format*] (**Appendix E**)
- Office of Minority and Women Business Enterprise Self-Certification [*In Hard Copy Format*] (**Appendix F**)

7.2 Technical Proposal

This section should be labeled “**Section 2: Technical Proposal**”.

7.2.1 Corporate Qualifications (25 Points)

Describe the organization’s expertise in area of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included. Also supply three (3) references of people who will receive no financial gain or are not members of the board. Give a contact person, name of organization and telephone number.

7.2.2 Work Plan (35 Points)

This section must explain your approach for operating a program, which meets the Service Specification requirements. At a minimum, the Work Plan description must provide information, which describes how you will meet the criteria listed in the Service Specifications ([Attachment A](#)) for each of the following areas:

1. Service Goal
2. Service Unit
3. Service Area (geographical)
4. Service Location (address, available space, accessibility and hours/days of operation)
5. Service Activities
6. Time frames to accomplish Work Plan
7. Describe how you plan to meet the service standards listed in the program’s service specifications
8. Describe agency’s internal program evaluation and monitoring process.
9. Describe the way volunteers are utilized in the program (if applicable).

Proposals will be evaluated by the soundness of the bidder’s proposed approach to operating the program. Emphasis will be given to the comprehensiveness of the bidder’s understanding of the tasks to be completed and the methodologies to be used.

7.2.3 Project Staffing & Organization (30 Points)

The following areas must be addressed:

- Identify the number and type of staff involved in the project, including identification of the bidder’s project manager.
- Summarize their qualifications related to specific requirements of this project.
- Include resumes of professional staff. Please redact private identifiers such as home addresses, home phones, and social security numbers.

- Job descriptions for all project staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week.
- A Program Organizational Chart must be included. If you operate more than one program, also include an Agency Organizational Chart showing the line of authority*.

***NOTE:** some of the required information above in Section 7.2.3, such as Organizational Charts are considered confidential, and will be included separately from the RFP Proposal as indicated in [Section 6.1](#). When preparing your proposal, include a statement, where appropriate, indicating that the confidential information/documents are included as Appendices on the CDs labeled “**Corporate Confidential Information**”.

7.3 Budget Proposal (10 Points)

This is **Section 3** and should be labeled “**Budget Proposal**”.

7.3.1 Budget Workbook

Complete the required budget workbook according to the instruction provided in [Appendix A](#). Excel powered budget workbooks will be available to providers who attend the pre-bid meeting.

The Budget Worksheet Supplement pages are intended to more fully explain items and costs associated with the budget you will complete for this project proposal. Every effort should be made to supply a clear, concise, and accurate budget. Some of the general topics that should be addressed include, but are not limited to:

- Justification should be given for budgeted items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
- Explain the method of allocation for specific costs prorated to the program based on the agency’s total budget.
- It is important that the bidder provide any information that may help reviewers understand items in the budget.
- The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the Request for Proposal.

NOTE: A copy of the completed Budget Workbook must be included in a separate file named “budget proposal”. The Budget must be submitted in the original EXCEL format.

Upon selection of a vendor, a Division of Services for Aging & Adults with Physical Disabilities representative will enter into negotiations with the bidder to establish a contract.

7.4 Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

7.5 Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

7.6 Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A: *BUDGET WORKBOOK INSTRUCTIONS*

- ***DSAAPD Budget Workbook Instructions***



*Division of Services for Aging and
Adults with Physical Disabilities*

Contract Budget Workbook

Instructions

Introduction to the DSAAPD Budget Workbook

This budget workbook is a standardized format for all DSAAPD contracts.

The budget is an Excel workbook. The workbook consists of:

1. Salary Worksheet
2. Budget Worksheet
3. Budget Worksheet Supplement
4. Final Budget
5. Comparison Worksheet
6. Unit Cost Contract Budget (if applicable)

Portions of the budget workbook and its worksheets are automated. Some items are calculated by the worksheet and some are transferred from other areas of the worksheet and workbook. As a result, the Salary and Budget worksheets require the most entries and time.

Definitions and Other Helpful Information

- A complete budget workbook must be submitted for each service. Save and rename a copy of the budget workbook file for each service.
- It is useful to keep a running list of fixed and variable costs. Fixed costs are those that remain the same as units of service increase or decrease. Variable costs change as the units of service increase or decrease.
- Develop a methodology for allocation of costs to each funding stream. This will speed the completion of the salary, fringe benefit and budget worksheets. In reviewing the budget proposal, DSAAPD may ask for an explanation of the methodology.
- When a worksheet is printed, the validation column will not print.
- Funding stream refers to the source of funds for each service/program.
 - Older Americans Act (OAA): includes federal Older Americans Act funds, such as Title III, federal NSIP and state funds administered in conjunction with the OAA funds.
 - SSBG: federal Social Services Block Grant funds and state funds administered in conjunction with the SSBG funds.
 - State: legislative appropriations to DSAAPD
 - Tobacco: funds available to DSAAPD from the Tobacco Settlement Agreement.
 - USDA: commodity foods made available by the US Department of Agriculture.
 - Local Cash: funds from local sources such as town/city/county government, United Way, and foundations. State Grant-In-Aid is considered local cash.
 - In-kind: non-cash contributions provided by third parties and the contractor. Third party and contractor in-kind contributions may be in the form of staff time, real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.
 - Program Income: client contributions, donations and fees; payments from staff and guests for the full cost of meals consumed; income earned from contract supported activities, such as the sale of arts and crafts, bazaars, dinners, dances, and any other fund-raising activity supported by contract funds; interest income earned from program funds.

- Budgeting Program Income: In this budget process, program income is built into the budget. A reasonable estimate of the program's project income must be made at the beginning of the process. The estimate is based on the agency's program income history. If the trend over each of the last three years has been an increase of 5% per year, use that percent in your estimations. If total program income has gone up and down over the last 3 -5 years, use the 3-5 year average as the basis for the estimate.
- Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers.
- Administrative costs are those costs of doing business which are not direct service costs. For example, the salary of the "project director" is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.

Instructions for Completing the DSAAPD Contract Budget Workbook

- Each service must have its own budget workbook.
- The congregate and home delivered nutrition programs, including nutrition interventions, are included in a single nutrition budget workbook.
- The nutrition worksheets are completed only by Older Americans Act and SSBG meals programs. (Green Tabs)
- The program manager will provide additional instructions as appropriate.
- Before beginning – save the budget workbook file with a new name for each service/program.
- OAA programs must complete the “Local Cash/In-kind” and “Program Income” columns. The Local Cash/In-kind column must reflect the required 10% local match or as negotiated for Title V contracts.
- OAA programs must complete the “Matching Funds ” portion of the “Budget Worksheet Supplement” (page 9)
- SSBG programs do not complete the “Local Cash/In-kind” and “Program Income” columns and the “Matching Funds ” portion of the “Budget Worksheet Supplement”
- State funded programs do not complete the “Local Cash/In-kind” and “Program Income” columns and the “Matching Funds ” portion of the “Budget Worksheet Supplement”
- Tobacco funded programs do not complete the “Local Cash/In-kind” and “Program Income” columns and the “Matching Funds ” portion of the “Budget Worksheet Supplement”
- Nutrition Services: The Older Americans Act funding stream includes NSIP funds and the “Matching Funds”.
- No entries are needed or permitted in the areas shaded light blue, pale yellow/beige or orange.
- The orange column is the validation column. The value for this column should be zero. If it is not, then too much or too little money has been entered.
- The three (3) grey columns on the right side of each worksheet are for provider use. This information does not need to be transmitted to DSAAPD.

Step 1 Salary Worksheet

The first step in the development of the budget is to complete the Salary Worksheet.

In the boxes provided, enter the agency name, program/service and contract year for this budget. The contract year should be entered in the month/day/year format (July 1, 20XX to June 30, 20XX; October 1, 20XX to September 30, 20XX, etc.).

Nutrition Programs: Congregate and home delivered meals and other nutrition services (counseling, support groups, etc) are included in a single budget workbook. For Program, enter “Nutrition.” The salary worksheet includes all staff for the congregate and home delivered combined.

Column	
A. Name of Staff	<p>In this column list the name of each person scheduled to work on the project. If this is a new position or currently a vacant position, put “To Be Hired” in this column.</p> <p>Nonprofessional staff can be combined in a single line (ex., all direct care staff such as aides) indicating all staff in that position.</p>
B. Title/Position	<p>In this column, enter the title or position of each person or group of persons.</p> <p>Important: For the lines where “Name of Staff” or “Title/Position” are blank, leave the “1” in columns C & D</p>
C. Project Hours	<p>Replace the “1” with the number of hours per week each individual will work in this project.</p> <p>If a group of aides in a Personal Care, Housekeeping or Respite program are combined on a single line, <u>leave the “1”</u> in this column for that line.</p> <p>Important: For the lines where “Name of Staff” or “Title/Position” are blank, leave the “1” in this column.</p>
D. Total Hours	<p>Enter the total number of hours per week each individual is scheduled to work for the agency in all activities. This</p>

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	<p>number may be more than the number of project hours.</p> <p>For example, if the individual is a part time employee in your agency, enter the total number of hours that employee is on the payroll – if a person works 20 hours per week enter 20 hours. If the employee works 20 hours a week on the project and is a full time employee, enter the number of hours per week that is considered full-time by the agency for that employee such as 40 hours.</p> <p>If a group of nonprofessional staff has been combined on a single line, <u>leave the “1”</u> in this column for that line.</p>
E. Annual Salary	<p>Enter the total annual salary for each individual. This may be more than the salary paid from project funds. For Positions ”To Be Hired”, enter the salary to be paid from the estimated time of hire until the end of the contract year.</p> <p>The annual salary is the payment for the total number of hours the employee works for the agency as a whole, not just for this contract.</p> <p>If a group of aides in a Personal Care, Housekeeping or Respite program are combined on a single line, enter the total amount this group will be paid by the funding source.</p>
F. % of Time on Project	<p>This is the percent of the individual’s total work time that is spent on this project. The percentage is automatically calculated.</p>
G-L. Salary Breakouts	<p>In columns G through L, indicate the dollar amount of salary paid from each funding stream used in this contract, as appropriate. The individual’s salary may be paid from just one funding stream or more than one. For example, part of salary is paid with Older Americans Act funds and the balance by local cash.</p>
M. Total Contract Salary	<p>This column calculates from columns E and F using the formula $E * F$ and must equal the sum of Columns G through L on each line.</p>
Line 34 Total	<p>The totals are automatically calculated.</p>

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Line 35 Column F	<p>Enter the percentage that fringe benefits are of salaries. The amount each funding stream pays for fringe benefits is calculated automatically.</p> <p>On the Budget Worksheet Supplement, provide detail on the items included in fringe benefits and the percent each item is of total fringe benefits.</p>
Line 36 Column F	<p>Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers.</p> <p>If the agency wants to charge an indirect cost, it must have a federally approved indirect cost rate. A copy of the federal approval must be submitted with this application. An approved indirect cost rate must be applied to gross salaries and wages only.</p>
Line 35 & Line 36 Columns G-M	<p>These values are calculated using the percentage entered in Column F times the total salaries paid by each funding stream. These values are automatically calculated.</p>

Step 2 Budget Worksheet & Budget Worksheet Supplement

Budget Worksheet

Note:	Sections C-1 and C-2 are automatically imported from the Salary Worksheet. For sections C-3 through C-9, no entries are needed or permitted in the light blue, pale yellow/beige and orange shaded areas.
Administration Column	<p>In this column enter the dollar value of the administrative cost <u>included</u> in the “Total” column for each line item. Administrative costs are those costs of doing business which are not direct service costs. For example, the salary of the “project director” is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.</p> <p>If the agency has an indirect cost rate, no entry should be made in this column for any line item that is included in the indirect cost rate.</p>
Validation Column	<p>For each line, the value in Column C must be equal to the values in Columns D through J. The validation column subtracts the total of Columns D through J from Column C. The validation column must be equal to zero. If it is not zero, too much or too little money has been allocated.</p>

Section C-3	Travel and Training Expenses
Line 12	Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.
Mileage	<p>Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed DSAAPD’s maximum allowable of forty cents (\$0.40) per mile. If an agency chooses to exceed the DSAAPD maximum, it may do so as long as the amount over the maximum is paid by the agency from local or other sources.</p> <p>In Column C, enter the value of the total number of miles multiplied by the reimbursement rate.</p> <p>Allocate the cost in Column C to each funding stream (Columns D through I).</p>
Section C-4	Contractual
Line 16	Line 16 is the sum of Lines 17 through 29. The values for this line are automatically calculated.
Line 17 Rent	Enter the cost of space rental. Allocate the cost in Column C to each funding stream. Use the Budget Worksheet Supplement to identify each space rented, the square footage and the cost per square foot.
Lines 18-24 Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance	Enter the total cost for each line item and allocate the cost to the appropriate funding stream(s).
Line 25 Repairs	Use the Budget Worksheet Supplement to describe the proposed repairs and the need for them.
Lines 26-29 Other Specify	Use the Budget Worksheet Supplement to identify each cost.

<p>Section C5</p> <p>Line 30</p> <p>Lines 31-38 Office Supplies Paper Supplies Medical Supplies Photocopy Raw Food Prepared Meals Vehicle (oil, gas)</p> <p>Lines 39-40 Other (Specify)</p> <p>Section C6</p> <p>Line 41</p> <p>Section C9</p> <p>Match Needed Cell H48</p> <p>Local Cash & In-Kind Validation Cell H51</p>	<p>Supplies</p> <p>Line 30 is the sum of the lines 31 through 40. The values for this line are automatically calculated.</p> <p>Enter the total cost for each line item and allocate the cost to the appropriate funding stream(s).</p> <p>Use the Budget Worksheet Supplement to identify each “other specify” item.</p> <p>Equipment/Other Direct Costs</p> <p>If existing equipment is being used as match, it should be shown as a cost. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.</p> <p>If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.</p> <p>Line 41 is the sum of lines 42 through 43. The values for this line are automatically calculated.</p> <p>Total Budget Without Local Cash or In-kind</p> <p>This value is calculated by the worksheet.</p> <p>This value shows the amount of match needed.</p> <p>The Total Amount of Local Cash/In-kind (Cell H45) must equal to the Total Amount of Match Needed (Cell H48). The validation cell must be equal to zero. If it is not zero, too much or too little money has been allocated and the amount of Local Cash & In-Kind on the Budget Worksheet must to be adjusted.</p>
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Budget Worksheet Supplement

<p>Budget Worksheet Supplement</p>	<p>For each section of the Budget Worksheet, use the Budget Worksheet Supplement to explain how a particular cost was calculated, explain why a certain cost is necessary or provide more information to clarify items in “Other Specify”. This is the budget justification & narrative.</p> <p>The amount allocated to DSAAPD for each Section will appear to the right of each Section heading on the Budget Worksheet Supplement.</p>
<p>C1</p>	<p>Staff Salaries Explain any increase/decrease in salary from previous contract year.</p>
<p>C2</p>	<p>Staff Fringe Benefits Explain any increase/decrease in fringe benefits from previous contract year. Provide detail on the items included in fringe benefits and the percent each item is of total fringe benefits.</p> <p>Example: Fringe Benefit Rate of 25% 10% = FICA 8% = Unemployment Insurance 5% = Workman’s Compensation 2% = Other</p>
<p>C3</p>	<p>Travel/Training Explain Mileage</p> <p>Example: mileage x 0.40(DSAAPD Max) = Total 4000 miles x 0.40 = \$1,600</p> <p>Detailed description of training allocated on the Budget Worksheet.</p>
<p>C4 Rent</p>	<p>Contractual Identify the square footage and the cost per square foot for <i>each</i> space rented.</p> <p>Example: Sq. Footage x Cost/sq. ft. = Total 2000 sq. ft. x \$10/sq. ft. = \$20,000</p>

<p>Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance</p>	<p>Explain how these costs were determined</p>
<p>Repairs</p>	<p>Describe the proposed repairs and the need for them.</p>
<p>Other (Specify)</p>	<p>Identify and Explain each cost.</p>
<p>C5</p>	<p>Supplies</p>
<p>Office Supplies Paper Supplies Medical Supplies Photocopy Raw Food Prepared Meals Vehicle (oil, gas, etc)</p>	<p>Explain and Break down each cost allocated on the Budget Worksheet.</p>
<p>Other (Specify)</p>	<p>Identify and Explain each cost.</p>
<p>C6</p>	<p>Equipment/Other Direct Costs</p>
	<p>If existing equipment is being used as match, it should be shown as a cost. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.</p>
	<p>If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.</p>
<p>Program Income Cell B150</p>	<p>Explain how Program Income was determined</p>
<p>Indirect Cost Cell B154</p>	<p>Explain how Indirect Cost was determined.</p>

Budget Worksheet Supplement (page 9) – Matching Funds
OLDER AMERICANS ACT FUNDING ONLY

<p>Local Cash/In-Kind</p>	<p>Older Americans Act funds may be used for no more than 90% of the program/service cost. Local resources must be used for 10% (or as negotiated for Title V) of program/service costs.</p>
<p>In-Kind</p>	<p>Enter the source and value of each in-kind resource used as match on the budget worksheet. If volunteers are used as an in-kind resource, refer to policy X-G-2 for additional instructions.</p>
<p>Local Cash</p>	<p>Enter the source and the amount of all cash used for match on the budget worksheet.</p>

Step 3 Final Budget

<p>NOTE:</p>	<p>The final budget imports the values from the Budget Worksheet except for units of service.</p>
<p>Cost Reimbursement Contracts</p>	<p>All needed information has been imported from the Budget Worksheet. Do not enter any additional information.</p>
<p>Unit Cost Contracts</p>	<p>For each funding stream, enter the planned number of service units to be provided. The unit cost and /or reimbursement rate is calculated by the form.</p> <p>(This step does not apply to nutrition contracts. Nutrition reimbursement rates are calculated on the nutrition worksheets).</p>

Step 4 Comparison Worksheet

Current Budget	In this column enter the budgeted amounts for each item for the current contract year.
Note:	If budget workbook are being completed for a new contract or an RFP, no entries are required. DO NOT enter amounts for current contract year.
Proposed Budget	No entries are required. The entries are automatically completed.
Variance	No entries are required. This column automatically calculates the percent change.

Unit Cost Contract Budget Worksheet

(Unit Cost Contract Budget, Congregate Contract Budget, HD Contract Budget)

No input is required on the Unit Cost Contract Budget Worksheets.

The totals on the Contract Budget Worksheets may not agree with the totals on the Final Budget worksheet. The Contract Budget Worksheets adjust the total so that the amount of the total contract will reflect an even amount of service units.

For Example: Total contract on the Final Budget Worksheet = \$200,037
Reimbursement rate is \$50 and service units are 4,000
 $\$50 \times 4,000 = \$200,000$

The Maximum DSAAPD resource will be adjusted to \$200,000 on the Contract Budget Worksheet.

Adjustments should be made on the Salary Worksheet and/or the Budget Worksheet in order to make these worksheets and the Contract Budget Worksheet agree.

The Contract budget worksheet is the actual budget that will be included in your contract if you have a Unit Cost Contract.

If you have a Cost Reimbursement Contract the entire budget workbook will be included in your contract.

APPENDIX B: *BUDGET WORKBOOK*

- ***DSAAPD Budget Workbook***
(NOTE: Excel version to be made available to bidders)

BUDGET WORKSHEET

Agency: _____
Contract Year: _____
Program/Service: _____

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administrative
C-1 Staff Salaries									
C-2 Staff Fringe Benefits									
C-3 Travel/Training (Total)									
Mileage = Rate \$0.00 x 0000									
Training									
Other (Specify)									
C-4 Contractual (Total)									
Rent (include cost per sq. ft.)									
Electricity									
Heat									
Telephone/Internet									
Utilities Other									
Printing/Advertising									
Postage									
Insurance									
Repairs (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
Other (Specify)									
C-5 Supplies (Total)									
Office Supplies									
Paper Supplies									
Medical Supplies									
Program Supplies									
Photocopy									
Raw Food									
Prepared Meals									
Vehicle (oil, gas, etc.)									
Other (Specify)									
Other (Specify)									
C-6 Equipment/Other Direct Cost (Total)									
Specify									
Specify									
C-7 Indirect Cost (Total Salaries w/o Fringe Rate)									
C-8 Total Budget									
C-9 Total Budget w/o Local Cash or In-Kind									

BUDGET WORKSHEET SUPPLEMENT

Agency:
Contract Year:
Program/Service:

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-1 Staff Salaries Amount charged to DSAAPD \$0

Explain how Staff Salaries were determined and justify any increase from the previous contract year.

C-2 Staff Fringe Benefits Amount charged to DSAAPD \$0
Fringe Benefits Rate 0%

Explain how Staff Fringe Benefits were determined and justify any increase from the previous contract year. Show the break down of the Fringe Benefit Rate.

C-3 Travel / Training

Amount charged to DSAAPD \$0

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Mileage*

Mileage 0 Rate \$0.00 Total Mileage = \$0.00

Amount charged to DSAAPD \$0

* DSAAPD maximum allowable mileage rate is \$0.40/mile

Training

Amount charged to DSAAPD \$0

Other (specify)

Amount charged to DSAAPD \$0

C-4 Contractual

Amount charged to DSAAPD \$0

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Rent

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
			\$0
			\$0
			\$0
			\$0
Total Rent			\$0

Rent - Additional Narrative

Amount charged to DSAAPD **\$0**

Electricity

Amount charged to DSAAPD **\$0**

Heat

Amount charged to DSAAPD **\$0**

Telephone/Internet

Amount charged to DSAAPD **\$0**

C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Utilities Other	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

Printing/Advertising	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

Postage	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

Insurance	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

Repairs	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

Other (specify)	Amount charged to DSAAPD	\$0
<div style="border: 1px solid black; height: 60px;"></div>		

C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)	Amount charged to DSAAPD	\$0

Other (specify)	Amount charged to DSAAPD	\$0

Other (specify)	Amount charged to DSAAPD	\$0

Additional Contractual Narrative

C-5 Supplies

Amount charged to DSAAPD **\$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Office Supplies

Amount charged to DSAAPD **\$0**

Paper Supplies

Amount charged to DSAAPD **\$0**

Medical Supplies

Amount charged to DSAAPD **\$0**

Program Supplies

Amount charged to DSAAPD **\$0**

Photocopy

Amount charged to DSAAPD **\$0**

Raw Food

Amount charged to DSAAPD **\$0**

C-5 Supplies (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Prepared Meals		Amount charged to DSAAPD	<u>\$0</u>
Price per Meal	<input type="text" value="\$0.00"/>	# of Meals	<input type="text" value="0"/>
		Total	<u>\$0</u>

Vehicle (Oil, Gas, Etc.)	Amount charged to DSAAPD	<u>\$0</u>
---------------------------------	---------------------------------	------------

Other (specify)	Amount charged to DSAAPD	<u>\$0</u>
------------------------	---------------------------------	------------

Other (specify)	Amount charged to DSAAPD	<u>\$0</u>
------------------------	---------------------------------	------------

C-6 Equipment & Other Direct Costs

Amount charged to
DSAAPD \$0

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)

Amount charged to
DSAAPD \$0

Other (specify)

Amount charged to
DSAAPD \$0

Explain how PROGRAM INCOME was determined:

\$0

Explain how INDIRECT COST was determined:

\$0

FINAL BUDGET

Agency:
 Contract Year:
 Program/Service:

BUDGET ITEMS		BUDGET				
C-1	Staff Salaries					
C-2	Staff Fringe Benefits					
C-3	Travel / Training					
C-4	Contractual					
C-5	Supplies					
C-6	Equipment / Other Direct Cost (Total)					
C-7	Indirect Cost (Total Salaries w/o fringe x rate)					
C-8	Total Budget (Including Local Cash / In-Kind)					
C-9	Total Budget w/o Local Cash / In-Kind					
			OAA	SSBG	State	Tobacco
	Planned Units of Service					
	Unit Cost					
	Planned Program Income					
	Program Income per unit of Service					
	Other Resources (USDA Commodities)					
	DSAAPD Resources Needed					
	Total Resources w/o Local Cash / In-Kind					
			OAA			
	Reimbursement Rate					
<p>DSAAPD Resources Needed = (C9) Total Budget w/o Local Cash or In-Kind – Planned Program Income – Other Resources (USDA Commodities) Reimbursement Rate = Unit Cost – Program Income Cost Per Unit (for OAA units only)</p>						

COMPARISON WORKSHEET

Agency:

Contract Year:

Program / Service:

A. Projected Contract Expenses w/o Local Cash / In-Kind	Current Contract	Proposed Contract	Variance
% Line Item Change			
1. Salary			
2. Fringe Benefits			
3. Travel / Training			
4. Contractual			
5. Supplies			
6. Equipment / Other (Specify)			
7. Indirect Costs			
Total Projected Contract Expenses w/o Local Cash / In-Kind			
B. Project Revenue (Funding Sources)			
Total DSAAPD Funds Requested			
▪ Final Budget			
Other Revenue Sources			
▪ USDA			
▪ Project Income			
Total Contract Revenue			
C. Units of Service			
▪ Unit Cost (SSBG)			
▪ Unit Cost (State)			
▪ Unit Cost (Tobacco)			
▪ Unit Cost (OAA)			
▪ Reimbursement Rate (OAA)			

*Total Contract Revenue must equal Total Contract Expenses
 *Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG

Unit Cost Contract Budget

Agency: _____
Program/Service: _____
Contract Year: _____

STATE

- A. Unit Cost _____
- B. Planned Service Units _____
- C. Total Resources Needed _____
- a. Maximum DSAAPD Resources (A x B)

SSBG

- A. Unit Cost _____
- B. Planned Service Units _____
- C. Total Resources Needed _____
- a. Maximum DSAAPD Resources (A x B)

TOBACCO

- A. Unit Cost _____
- B. Planned Service Units _____
- C. Total Resources Needed _____
- a. Maximum DSAAPD Resources (A x B)

OAA Programs (with Program Income)

- A. Unit Cost _____
- B. Program Income per Unit of Service _____
- C. DSAAPD Reimbursement Rate (A - B) _____
- D. Planned Service Units _____
- E. Total Resources Needed:
 - a. Maximum DSAAPD Resources (C x D)
 - b. Program Income (B x D) _____
 - c. 10% Matching Funds _____
 - (E.a) ÷ 0.9 - (E.a) _____

Total Contract Amount

CONGREGATE NUTRITION WORKSHEET

Agency: _____
 Contract Year: _____
 Program / Service: _____

Budget Items	Meal Type and Other Nutrition Interventions							
	TOTAL	Breakfast	Mid-day	Evening	Medical Foods	Special Foods	Other (Specify)	Nutrition Intervention
C-1 Staff Salaries	\$0							
C-2 Staff Fringe Benefits	\$0							
C-3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage = Rate X Miles	\$0							
Training	\$0							
Other (specify)	\$0							
C-4 Contractual (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent (include cost per sq. ft.)	\$0							
Electricity	\$0							
Heat	\$0							
Telephone/Internet	\$0							
Utilities Other	\$0							
Printing/Advertising	\$0							
Postage	\$0							
Insurance	\$0							
Repairs	\$0							
Other (specify)	\$0							
Other (specify)	\$0							
Other (specify)	\$0							
Other (specify)	\$0							
C-5 Supplies (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0							
Paper Supplies	\$0							
Medical Supplies	\$0							
Program Supplies	\$0							
Photocopy	\$0							
Raw Food	\$0							
Prepared Meals	\$0							
Vehicle (oil, gas, etc)	\$0							
Other (specify)	\$0							
Other (specify)	\$0							
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0							
Other (specify)	\$0							
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0							
C-8 Total Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Older Americans Act	\$0							
Units of Service	0							
Reimbursement Rate								
SSBG	\$0							
Units of Service	0							
Reimbursement Rate								
State	\$0							
Units of Service	0							
Reimbursement Rate								
Tobacco	\$0							
Units of Service	0							
Reimbursement Rate								
Program Income	\$0							
Units of Service	0							
Per Meal								
USDA Commodities	\$0							
Units of Service	0							
Per Meal								
Local	\$0							

Unit Cost Contract Budget

Agency: _____

Program/Service: Nutrition - Congregate Meals

Contract Year: _____

<u>OAA Programs (With Program Income)</u>	<u>Breakfast</u>	<u>Mid-day</u>	<u>Evening</u>	<u>Medical Food</u>	<u>Special. Food</u>	<u>Other (Specify)</u>	<u>Nutrition Interv.</u>	<u>TOTALS</u>
A. Unit Cost	_____	_____	_____	_____	_____	_____		
B. Program Income per Unit of Service	_____	_____	_____	_____	_____	_____		
C. DSAAPD Reimbursement Rate (A - B)	_____	_____	_____	_____	_____	_____		
D. Planned Service Units	_____	_____	_____	_____	_____	_____	0	0
E. Total Resources Needed:								
a. Maximum DSAAPD Resources (C x D)								\$0
b. NSIP (Commodity Food)								\$0
c. Program Income (B x D)								\$0
d. 10% Matching Funds								\$0

(E.a. ÷ 0.9) - E.a.

Total Congregate Meals Contract Amount \$0

HOME DELIVERED NUTRITION WORKSHEET

Agency: _____
 Contract Year: _____
 Program / Service: _____

Budget Items	Meal Type and Other Nutrition Interventions									
	TOTAL	Mid-Day Meals	Evening Meals	Bag Meal Evening	Emer. Meals	Medical Food	Special Med. Food	Shelf Stable	Other (specify)	Nutrition Interv.
C-1 Staff Salaries	\$0									
C-2 Staff Fringe Benefits	\$0									
C-3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage = Rate X Miles	\$0									
Training	\$0									
Other (specify)	\$0									
C-4 Contractual (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rent (include cost per sq. ft.)	\$0									
Electricity	\$0									
Heat	\$0									
Telephone/Internet	\$0									
Utilities Other	\$0									
Printing/Advertising	\$0									
Postage	\$0									
Insurance	\$0									
Repairs	\$0									
Other (specify)	\$0									
Other (specify)	\$0									
Other (specify)	\$0									
Other (specify)	\$0									
C-5 Supplies (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Office Supplies	\$0									
Paper Supplies	\$0									
Medical Supplies	\$0									
Program Supplies	\$0									
Photocopy	\$0									
Raw Food	\$0									
Prepared Meals	\$0									
Vehicle (oil,gas, etc)	\$0									
Other (specify)	\$0									
Other (specify)	\$0									
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0									
Other (specify)	\$0									
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0									
C-8 Total Budget	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Older Americans Act	\$0									
Units of Service	0									
Reimbursement Rate										
SSBG	\$0									
Units of Service	0									
Reimbursement Rate										
State	\$0									
Units of Service	0									
Reimbursement Rate										
Tobacco	\$0									
Units of Service	0									
Reimbursement Rate										
Program Income	\$0									
Units of Service	0									
Per Meal										
USDA Commodities	\$0									
Units of Service	0									
Per Meal										
Local	\$0									

Unit Cost Contract Budget

Agency: _____

Program/Service: Nutrition - Home Delivered Meals

Contract Year: _____

SSBG		Mid-Day	Evening	Bag Meal Evening	Emer. Meal	Medical Food	Special. Med. Food	Shelf Stable	Other (specify)	Nutrition Interv.	TOTALS
A.	Unit Cost	_____	_____	_____	_____	_____	_____	_____	_____		
B.	Planned Service Units	_____	_____	_____	_____	_____	_____	_____	_____		0
C.	Total Resources Needed	_____	_____	_____	_____	_____	_____	_____	_____		\$0
a.	Maximum DSAAPD Resources (A x B)	_____	_____	_____	_____	_____	_____	_____	_____		\$0

OAA Programs (With Program Income)		Mid-Day	Evening	Bag Meal Evening	Emer. Meal	Medical Food	Special. Med. Food	Shelf Stable	Other (specify)	Nutrition Interv.	TOTALS
A.	Unit Cost	_____	_____	_____	_____	_____	_____	_____	_____		
B.	Program Income per Unit of Service	_____	_____	_____	_____	_____	_____	_____	_____		
C.	DSAAPD Reimbursement Rate (A x B)	_____	_____	_____	_____	_____	_____	_____	_____		
D.	Planned Service Units	_____	_____	_____	_____	_____	_____	_____	_____	0	0
E.	Total Resources Needed:	_____	_____	_____	_____	_____	_____	_____	_____		\$0
a.	Maximum DSAAPD Resources (C x D)	_____	_____	_____	_____	_____	_____	_____	_____		\$0
b.	NSIP (Commodity Food)										\$0
c.	Program Income (B x D)										\$0
d.	10% Matching Funds										\$0
	(E.a ÷ 0.9) - E.a										\$0

Total Home Delivered Meals Contract Amount **\$0**

APPENDIX C: *BIDDERS SIGNATURE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, & ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

APPENDIX D: CERTIFICATION SHEET



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate ____ an individual; ____ a Partnership ____ a non-profit (501 C-3) organization; ____ a not-for-profit organization; or ____ for profit corporation, incorporated under the laws of the State of ____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): ____ are; ____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any

fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX E: STATEMENTS OF COMPLIANCE FORM



**DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL**

STATEMENTS OF COMPLIANCE FORM

As the official representative for the contractor, I certify on behalf of the agency that _____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

**APPENDIX F: OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE
SELF-CERTIFICATION TRACKING FORM**



**OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE
SELF-CERTIFICATION TRACKING FORM**

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI # _____

STATE OF DE BUSINESS LICENSE # _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---

Corporation _____ Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director

Fax# (302) 677-7086 Certification # _____ Certifying Agency _____

<http://www.omwbe.delaware.gov>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

APPENDIX G: *CONTRACT BOILERPLATE*



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**CONTRACT # _____
BETWEEN
[DIVISION NAME HERE]
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

- | | |
|------------------------------------|-------------------------|
| a) Comprehensive General Liability | \$1,000,000 |
| and | |
| b) Medical/Professional Liability | \$1,000,000/\$3,000,000 |
| or | |
| c) Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| or | |
| d) Product Liability | \$1,000,000/\$3,000,000 |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- | | |
|---|---------------------|
| e) Automotive Liability (Bodily Injury) | \$100,000/\$300,000 |
| f) Automotive Property Damage (to others) | \$25,000 |

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division name here

Address

Attn:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.

18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.

23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: “Laws Regulating the Conduct of Officers and Employees of the State,” and in particular with Section 5805 (d): “Post Employment Restrictions.”
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor’s procedures must include the title of the position(s) responsible for the PM40 process in the contractor’s agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors’ adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

[Division Director Name Here]

Date

CONTRACT APPENDIX A

DIVISIONAL REQUIREMENTS

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DSAAPD Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.
8. For Federally funded programs, [HHS form 690](#) (Assurance of Compliance) is incorporated by reference and made part of this agreement.
9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
10. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
11. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

12. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
13. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to B. Administrative Requirements, Item 11 of the DHSS Standard Contract Boilerplate.
14. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.
15. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.
16. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
17. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor). During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone: _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA # _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

APPENDIX H: *PROPOSAL RESPONSE TABLE OF CONTENTS*

PROPOSAL RESPONSE TABLE OF CONTENTS

AGENCY NAME _____

Section 1: Cover Letter & Required Documents	Required Formats	Included
Bidder's Signature Form (Appendix C)	Original Signed Hard Copy & PDF	
Title Page (Section 4.2)	Hard Copy & PDF	
Transmittal Letter (Section 7.1)	Original Signed Hard Copy & PDF	
Proposal Response Table of Contents	PDF & WORD	
Compliance Form (Appendix E)	Original Signed Hard Copy & PDF	
Certification Sheet (Appendix D)	Original Signed Hard Copy & PDF	
Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Appendix F)	Original Signed Hard Copy & PDF	
Section 2: Technical Proposal		
Corporate Qualifications (Section 7.2.1)	PDF & WORD	
Work Plan (Section 7.2.2)	PDF & WORD	
Project Staffing and Organization (Section 7.2.3)	PDF & WORD	
Section 3: Budget Proposal		
Budget Workbook (Attachment A)	PDF & EXCEL	

<i>ALL ITEMS ABOVE MUST BE INCLUDED IN YOUR PROPOSAL.</i>
--

CONGREGATE MEALS

1.0 SERVICE DESCRIPTION

- 1.1 A Congregate Meal Service is a nutrition service, which provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), as set by the National Research Council (NRC) for this age group and the Dietary Guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and USDA). Refer to Menu format and DSAAPD guidelines for exact requirements.

2.0 SERVICE UNIT

- 2.1 The unit of service for Congregate Meal Service is one complete meal provided to one eligible participant. A complete meal is one that meets or exceeds one-third of the Dietary Reference Intakes, as defined by DSAAPD.

3.0 SERVICE GOAL

- 3.1 The goal of the Congregate Meal Service is to provide a nutritious meal to improve or maintain nutritional status and to maintain the maximum functioning and independence of the individual.
- 3.2 The Congregate Meal Program is designed to provide low-cost, nutritious meals, and other nutrition services, including outreach, nutrition education, dietary counseling and nutrition screening to older persons. Meals may be hot, cold or approved medical foods.

4.0 SERVICE AREA

- 4.1 Services shall be available statewide to eligible persons. However, specific Providers may serve sub-areas, with the approval of the Division of Services for Aging and Adults with Physical Disabilities.

5.0 LOCATION OF SERVICE DELIVERY

- 5.1 The congregate meals are served in nutrition sites, which may be located in senior centers, churches, schools, community centers, and other public and private facilities under the supervision of a nutrition project.

6.0 ELIGIBILITY

- 6.1 Congregate nutrition services shall be available to persons 60 years of age or older and their spouses (regardless of the age of spouse); the age-eligible participant must be a registered participant of the program. "Eligible individuals" include persons providing designated volunteer services during the meal hours. The services may also be made available to handicapped or disabled persons under 60 years of age who reside in housing facilities where congregate meals are served and which are primarily occupied by elderly persons or reside at home with older individuals who are eligible.
- 6.2 In determining the need for Congregate Meal Services, projects shall pay particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

7.0 SERVICE STANDARDS

Congregate Meal Service must meet or exceed the following standards:

- 7.1 The specific role of the sponsor in the nutrition site must be defined by the Project through written agreement. Sponsorship should include a minimum of the following standards:
 - 7.2 Provide office/desk space and telephone for the use of the site manager.
 - 7.3 Provide utilities and custodial service.
 - 7.4 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.5 Provide use of service and dining area for the distribution of meals.
 - 7.6 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.7 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.
 - 7.8 An annual plan must be submitted to DSAAPD by mid-April on projected growth and any modifications in existing meal services for the coming year. Current demographic data must support the plan.
 - 7.9 Participants must be provided with information on how needed services (e.g. Medicare, Medicaid, SSI, transit, housing, etc.) may be obtained and must be provided assistance in gaining access to those services.
 - 7.10 Projects must provide nutrition education to participants a least once a quarter. Nutrition education will support goals and objectives of National and State health education and disease prevention initiatives (e.g. State Plan on Aging, Healthy DE 2010, Healthy People 2010) as well as the results of the nutrition screening. Topics must be submitted to the DSAAPD nutritionist for approval. The Project dietitian can conduct the sessions. The use of other educational resources/organizations is encouraged.
 - 7.11 All site staff must be fully trained and qualified, per DSAAPD policies.
 - 7.12 As evidence of good cost control, projects are expected to have food items costed per menu items and per meal. An accurate cost of USDA commodities utilized must be included.
 - 7.13 Personnel and volunteers associated with the Congregate Meal Service should be trained in the most recent FDA Food Code specifications for sanitary handling of food as well as fire safety and basic first aid, particularly in dealing with choking and coronary events.
 - 7.14 Projects must establish a policy to document proof of age.
 - 7.15 All staff and guests under age 60 are allowed to participate in the meal program, unless the site has a waiting list, and are required to pay the full cost of the meal.
 - 7.16 Projects must develop, implement and annually update a policy manual containing, at minimum, the following information:
 - 7.16.1 Fiscal management
 - 7.16.2 Foodservice Management
 - 7.16.3 Safety and Sanitation
 - 7.16.4 Staff Responsibilities
 - 7.16.5 The manual should address all DSAAPD specifications, policies and procedures and terms of the General Assurances.
 - 7.17 Food Service Staff should be trained in and adhere to the most recent FDA Food Code specifications for food safety, including temperature control of foods.
 - 7.18 When meal service is subcontracted, the project must follow formal procedures for procuring the cost-effective, sanitary, quality meal service and maintain a system for monitoring the service provider. A signed contract must be available within 60 days from the beginning of the contract year, i.e. by December 1.

- 7.19 When meal service is subcontracted for over \$15,000, the project must follow competitive bid procedures unless exempted by DSAAPD.
- 7.20 Usage of USDA foods must be continually documented.
- 7.21 The project must maintain adequate storage practices, inventory control of USDA commodities and insure that its use is in conformance with the requirements of USDA.
- 7.22 Projects must attempt to complete a NAPIS intake form on every meal participant.
- 7.23 Projects must collect and report the information required by NAPIS and send the information to DSAAPD, as agreed upon.
- 7.24 Information on the NAPIS intake form must be reviewed and changes updated annually.
- 7.25 Projects must conduct Nutrition Screening annually on all participants using the DSAAPD/NAPIS form. Selected "high-risk" clients will be contacted by the nutritionist responsible for screening regarding counseling/nutrition education needs. Selected high-risk clients will be contacted by the nutritionist for follow-up. A nutrition screening plan with designated interventions will be submitted on Attachment A and will be monitored for compliance.
- 7.26 Projects can offer medical foods as meal replacements to medically/nutritionally at risk clients. Projects cannot provide medical foods as a supplement to a regular meal. At least 3 of the approved products must be available to clients (refer to DSAAPD policy on Medical Foods). Required assessment and follow-up to be completed by screening nutritionist.
- 7.27 Each meal served by the Nutrition Service provider must contain at least one third of the current Dietary Reference Intakes and meet requirements stipulated by DSAAPD.
- 7.28 A cycle menu is required of all projects.
- 7.29 The Project's Registered Dietitian must approve the cycle menu to ensure each meal meets one third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD. The approval form, menus and analysis signed by the Registered Dietitian must be submitted to DSAAPD for approval at least two weeks prior to consumption.
- 7.30 Excess food may not be saved and re-combined into meals served to clients. Re-combined foods are not a reimbursable meal.
- 7.31 The daily menu pattern and applicable food standards are described in (Attachments B and C) and hereby attached.
- 7.32 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.
- 7.33 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, and evening and holiday meals.
- 7.34 All meals must be analyzed prior to consumption. All labels and recipes must be analyzed and checked for accuracy by the agency Registered Dietician.
- 7.35 Congregate Meal Service must be provided in a suitable facility which meets the following criteria established by the Division of Services for Aging and Adults with Physical Disabilities:
 - 7.35.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.35.2 The site must have a pleasant environment, adequate lighting, and pleasing décor.
 - 7.35.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.35.4 The site must make special provisions as necessary for the service of meals to eligible handicapped individuals with limited mobility.
 - 7.35.5 The site must be available for a minimum of four (4) hours daily.

- 7.35.6 The site manager, as advised by the Project Director, must have a plan of operation, describing coordination with other community resources and programs.
- 7.35.7 The Project Director must ensure that site staff and volunteers are adequately trained to follow safe and sanitary procedures when handling foods (of most recent FDA Food Code).
- 7.35.8 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
- 7.35.9 Sites serving more than 15 meals must have a Site Manager, paid, volunteer or in-kind. This person is responsible for site operations relating to the nutrition program.

7.36 Prohibited activities

- 7.36.1 For purposes of the Division of Services for Aging and Adults with Physical Disabilities planning and reimbursement, Congregate Meal Service may not include any of the following components:
 - 7.36.1.1 Providing meals to ineligible persons.
 - 7.36.1.2 Providing supportive services other than outreach, referrals, nutrition education and nutritional counseling.
 - 7.36.1.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.
 - 7.36.1.4 Providing a take out meal in addition to a regular meal.

7.37 Staffing requirements

- 7.37.1 Each provider must have on-staff a full time Project Director who will be responsible for the overall daily operation of the Nutrition Program. The Project Director must have a minimum of a Bachelor's Degree in Food Service and/or Nutrition and two (2) years of experience managing a food/nutrition related program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with funding agency and clients.
- 7.37.2 If the agency is directly responsible for the production of the meals, a full-time person should be in charge of directing, monitoring and supervising the food service production and staff. This person should be qualified by education and experience. Educational requirements include a degree in Foods and Nutrition, Food Service, or Hotel and Restaurant Management, or a minimum of three (3) years experience in managing food service production. Each provider must have services of a Registered Dietitian available to the program. A registered Dietitian has fulfilled the academic requirements for membership in the American Dietetic Association and the Committee on Dietetic Registration and is approved by The Division of Services for Aging and Adults with Physical Disabilities' Nutritionist.

8.0 INVOICING REQUIREMENTS

- 8.1 The contractor will invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contracts, Policy X-Q.
- 8.2 The following information must be included on the invoice:
 - 8.2.1 Consultant's activity log
 - 8.2.2 Aggregate count of meals:
 - 8.2.2.1 By type of meal
 - 8.2.2.2 By location of meal
 - 8.2.3 Reimbursement rate per type of meal

- 8.2.4 Totals by type of meal
- 8.2.5 Total DSAAPD funds earned

9.0 DONATIONS

- 9.1 Participants, family members, and/or caregivers must be informed of the cost of providing adult day services and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 9.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 9.3 Providers must have procedures in place to:
 - 9.3.1 Inform applicants, family members and/or caregivers of the cost of providing adult day services and offer them the opportunity to make a voluntary contribution / donation
 - 9.3.2 Protect their privacy with respect to the contribution / donation
 - 9.3.3 Safeguard and account for all donations
 - 9.3.4 Use the contributions to expand services.

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES

CONGREGATE MEAL SERVICES

PLANNED SERVICE UNITS	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
A. Enter the total number of meals served to eligible persons					
B. Break down the number of meals on line A by the following categories:					
1. mid-day meals					
2. all meals that are <i>not</i> mid-day meals					
C. Enter the number of mid-day meals by the following categories:					
1. prepared meals					
2. Medical foods (2 cans = 1 meal)					
3. Specialized medical foods (2 cans = 1 meal)					
D. Enter the total number of non-mid-day meals by the following categories:					
1. Prepared meals					
▪ Evening					
▪ Breakfast					
2. Medical foods (2 cans = 1 meal)					
3. Specialized medical foods (2 cans = 1 meal)					

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES

CONGREGATE MEAL SERVICES

(continued)

Planned Service Units	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
E. Enter the number of meals noted on Line A by the following categories:					
1. Holiday					
2. Weekend					
3. Therapeutic/ modified diets					
F. Total number of unduplicated clients served					
1. persons of high nutrition risk					
2. new persons					
G. Number of group education sessions offered to clients					
H. Total hours of nutrition counseling:					
1. Unduplicated persons counseled					
2. High risk persons counseled					
I. Number of information and assistance contacts provided to clients					
J. Number of outreach contacts					
K. Number of training sessions offered to staff and/or volunteers					

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES

CONGREGATE MEAL SERVICES

(continued)

Planned Service Units	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
L. Number of monitoring visits to sites to assess compliance with DSAAPD requirements					
M. Average total meal donation:					
1. Noon meal					
2. Breakfast					
3. Medical Foods					
4. Evening					

ATTACHMENT A

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency _____

Homebound _____ Congregate _____

NSI Statement	Follow-up	Risk clients	Non-risk clients	Staff responsibility
Health Problems				
Eat only 1 meal per day				
No fruits/vegetables				
3 or more alcoholic drinks				
Tooth / mouth problems				
Eat Alone				
3 or More Prescriptions				
Lost Weight				
Gained Weight				
Needs Help With Shopping				
Not Enough Money				

Please follow these instructions to complete this form.

Next to statement from DSAAPD/NAPIS nutrition screening checklist, indicate:

- Type of follow-up planned for the fiscal year
- Type of client (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities

Rev 5/08

ATTACHMENT B
MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS
(EXCLUDING BREAKFAST MEALS)

Menu Format

1. Meat and meat substitutes: ≥ 3 ounces (≥ 15 grams of protein) of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, nuts, and soy products.
 - Protein sources may be combined to meet the three (3) ounce requirement.
 - The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.
 - The use of low-sodium products is also encouraged, in order to control the total sodium content of the meal.
2. Enriched bread and grain products: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk or a non-dairy substitute e.g. soy milk.
 - Non-dairy beverages may be used to accommodate the preferences of clients who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.
4. Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. A serving is defined as $\geq 1/2$ cup of fruit or vegetable or $\geq 1/2$ cup of fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins

Potatoes are counted as a vegetable.

 - Vitamin A-rich food sources should be served at least three (3) times per week, to maintain a weekly average of 233mcg of Vitamin A.
5. Fortified margarine or butter: a minimum of one (1) teaspoon may be included in the meal.
 - The margarine or butter can be use in preparation of the meal.
 - One (1) teaspoon mayonnaise, cream cheese, or salad dressing may be substituted. The use of low-fat products is recommended
6. Dessert: one dessert food must be included with the meal. A minimum serving size of $\geq 1/2$ cup of pudding, gelatin, fruit or fruit dessert is required.
 - Other dessert items can be portioned by the agency, considering client preferences and commonly acceptable serving sizes.

ATTACHMENT B
MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the follow nutrient guidelines, as documented by menu analysis.

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for clients documented as receiving five meals a week.
Fat	≤ 30% of total calories weekly average** No meal to exceed 35%
Sodium	~= 1000 milligrams weekly average** No meal to exceed 1200 milligrams
Potassium	~= 1565 milligrams
B12	= 0.8 micrograms
Magnesium	~= 107 milligrams, weekly average of 90mg
Vitamin D	~= 5 micrograms

*** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all clients, which precludes excessive amounts of fat, cholesterol and sodium.*

*** While every effort should be made with vendors to include these guidelines, if it is not possible, shelf-stable, emergency meals will not be required to adhere to these guidelines.*

Condiments need not be included in analysis, so long as they are served on the side and not mixed in with food components of the meal.

Menu Format

1. Meat and Meat Substitutes: ≥ 2 ounces of meat or substitute must be included in the breakfast meal. The meat or meat substitute must contain a minimum of 12 grams of protein, excluding the protein contained in the required milk serving. The amount of food needed to meet this requirement is contained in the following table.

Food	Amount equivalent to 2 ounces of meat or meat substitute (i.e. protein content)
Poultry, fish, meat	2 ounces
Cheese	2 ounces
Egg	2 large eggs (~ 50 grams each)
Cottage cheese	Volume/amount containing 12 grams of protein
Peanut butter	3 tablespoons (~48 grams)
Cooked beans	Volume/amount containing 12 grams of protein
Tofu	Volume/amount containing 12 grams of protein
Yogurt	Volume equivalent to 12 grams of protein.

ATTACHMENT B
MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

Protein sources may be combined to meet the 2 ounce requirement, e.g. 1 egg and 1 ounce of ham. The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.

The use of low-sodium products is encouraged, in order to control the total sodium content of the meal.

2. Enriched Bread and Grain Products: One serving is ≥ 1 ounce or $\geq \frac{1}{2}$ cup of prepared cereal or other grain product. One serving is ≥ 15 grams of carbohydrate. Foods in this group include waffles, pancakes, cereals, french toast, fortified bakery products, muffins, bagels, tortillas and breads. The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: One serving is 8 fluid ounces of milk or a non-dairy substitute, e.g. soymilk. Non-dairy beverages may be used to accommodate the preferences of clients who do not use dairy products due to ethnic food preferences... The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.
4. Fruit and/or vegetables: Two or more servings of fruit and/or vegetables must be included in the breakfast meal. A serving is defined as $\geq \frac{1}{2}$ cup of fresh or canned fruit or vegetables, $\geq \frac{1}{2}$ cup of fruit or vegetable juice.

The minimum servings for dried fruit are as follows:

- 6 halves dried apricots
- 3 dates
- 3 dried prunes
- 2 tablespoons raisins

B. Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the following nutrient guidelines:

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for clients documented as receiving five meals a week.
Fat	$\leq 30\%$ of total calories * No meal to exceed 35%
Sodium	~ 1000 milligrams * No meal to exceed 1200 milligrams
Potassium	~ 1565 milligrams
B12	$= 0.8$ micrograms
Magnesium	~ 107 milligrams
Vitamin D	~ 5 micrograms

* Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages provision of healthful meals for all clients, which precludes excessive amounts of fats, cholesterol and sodium.

ATTACHMENT C

FOOD STANDARDS

- A. All foods used shall be in conformance with the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
1. Meat – Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking shall be of Choice Grade and those for moist heat cooking shall be of Good Grade or better
 2. Poultry and Seafood – When served as whole pieces, poultry and seafood shall be U.S. Grade A.
 3. Eggs – U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.
 4. Meat extenders – Soy protein added to extend meat products shall not extend 15% of net weight of the meat used and shall be used only when acceptable product results.
 5. Fresh Fruits and Vegetables – Shall be of good quality (USDA #1) relatively free of bruises and defects.
 6. Canned and Frozen Fruits and Vegetables – Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 7. Dairy Products – USDA Grade A Homogenized milk (skim, 1%, or 2%), all fortified with Vitamin A and D shall be offered.

Only commercially preserved foods may be used (No home canned foods).

- C. Food, at all times, shall be prepared in a means that would maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes shall be provided.
- D. Minimum portions (cooked weights or edible portions)
- Roast meats, boneless chops, steaks, boneless turkey and cutlets – 3 oz.
 - Bone in chops, breaded meats or seafood – 4 oz.
 - Chicken with bone – 5 oz.
 - Chopped steaks, meatloaf – 3 oz.
 - Eggs – 1 large egg is equivalent to 1 oz. of protein requirement.
 - Dried beans, peas, lentils – ½ cup equal to 1 oz. of protein requirements (must be used in combination with whole grain products, egg, cheese, or meat product).
 - Soup used as a vegetable must contain a minimum of 4 oz. of vegetables (drained weight).
 - Gelatin salad used as a fruit and/or vegetable requirement must be enriched with Vitamin C.
 - Instant mashed potatoes utilized for the vegetable requirements must be enriched with Vitamin C.
 - All grain products used must be enriched.

NOTE: Combinations of protein foods can be used to serve the 3 oz. requirement.

ATTACHMENT D

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME DELIVERED MEALS
TITLE III NUTRITION PROGRAM**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number _____

Address _____

Nutrition Project Director _____

Contact Phone Number _____

Address _____

- _____
1. This menu shall consist minimally of a _____ week cycle of regular diet meals and shall be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.
2. For those participants requiring menu modifications for reasons of health, diabetes, hypertension, heart disease, etc., modified diets can be provided in accordance with established regulations. Modified diet menus must be reviewed and approved by the dietitian. Please indicate those modified diets which are provided.

HOME-DELIVERED MEALS

1.0 SERVICE DESCRIPTION

- 1.1 A Home-delivered Meal Service is a nutrition service, which provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), as set by the National Research Council (NRC) for this age group and the Dietary Guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and USDA). Refer to Menu format and the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) guidelines for exact requirements.

2.0 SERVICE GOAL

- 2.1 The program is aimed at promoting better health among the homebound older segment of the population through improved nutrition and keeping the individual in his/her own home, rather than in an institution. It also provides minimum social contact to a person who may be otherwise homebound and isolated.

3.0 SERVICE UNIT

- 3.1 The unit of service for Home-Delivered Meal Service is one complete meal provided to one eligible participant. A complete meal is one that meets or exceeds one-third of the Dietary Reference Intake, as defined by DSAAPD.

4.0 SERVICE AREA

- 4.1 Services will be available Statewide to eligible persons.
- 4.2 Providers may serve sub-areas, with the approval of DSAAPD.

5.0 LOCATION OF SERVICE DELIVERY

- 5.1 Services will be available at the home(s) of eligible homebound older persons residing in the State of Delaware.

6.0 ELIGIBILITY

- 6.1 Home-delivered meals will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or is otherwise isolated.
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the best interest of the homebound older person and the provision of the meal will not prevent service delivery to more needy clients.
- 6.3 Meals may be made available to handicapped or disabled individuals under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only related to nutrition sites located in public housing. The disabled person must be a resident of this same housing facility. Spouses of disabled individuals are not eligible unless they too are disabled. Eligibility is to be tested by requesting proof Social Security Disability).
- 6.4 Meals may also be made available to a non-elderly disabled person who is a member of the household of an elderly person who is eligible for home-delivered meal services.
- 6.5 Home-Delivered Meal Services agencies shall pay particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

7.0 SERVICE STANDARDS

- 7.1 Home-Delivered Meals Service must meet or exceed the following standards:
 - 7.1.1 Home-delivered meals will be served on a daily basis according to client need
 - 7.1.2 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life
 - 7.1.3 Provide information and referral service, as appropriate
 - 7.1.4 Provide outreach and nutrition education and/or counseling
 - 7.1.5 The need for home-delivered meals among potential participants must be based on the criteria developed in cooperation with the State Agency.
 - 7.1.6 Appropriate officials must be notified for follow-up regarding any conditions or circumstances placing the older person or household in imminent danger.
 - 7.1.7 Provision must be made for participants to take advantage of the benefits available under the Food Stamp Program.
 - 7.1.8 Nutrition outreach is conducted as necessary to reach the target population.
 - 7.1.9 Efforts must be made to solicit voluntary support.
 - 7.1.10 Federal funds must not be used to supplant funds from nonfederal sources or volunteer support.
 - 7.1.11 As an evidence of good cost control, projects are expected to have food items costed per menu item and per meal. An accurate cost of USDA Commodities utilized must be included.
 - 7.1.12 Projects must develop and implement a policy manual containing at minimum the following information:
 - 7.1.12.1 Fiscal Management
 - 7.1.12.2 Food Service Management
 - 7.1.12.3 Safety and Sanitation
 - 7.1.12.4 Staff Responsibilities
 - 7.1.12.5 It should address all DSAAPD specifications, policies and procedures and terms of the General Assurances.
 - 7.1.13 The program must establish a formal, documented system whereby food acceptability is checked by solicited participant reactions.
 - 7.1.14 The objectives as set forth in the proposal must be accomplished.
 - 7.1.15 The Policies and Procedures of the Nutrition program as developed by the Division of Services for Aging and Adults with Physical Disabilities must be followed.
 - 7.1.16 Projects must establish policy to determine documented proof of the age of the client.
 - 7.1.17 Information that identifies individual participants in the program and the date or dates on which they were provided a meal must be maintained in the official program files.
 - 7.1.18 Projects must collect and report the information required by NAPIS and send the information to DSAAPD as agreed upon.
 - 7.1.19 Projects must complete NAPIS intake form on every meal participant.
 - 7.1.20 Projects must conduct Nutrition Screening annually on all participants using the DSAAPD/NAPIS form. Clients identified as "high-risk" must be evaluated by the screening nutritionist regarding counseling/nutrition screening. Selected high-risk clients will be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions will be submitted on Attachment A.
 - 7.1.21 Agency can offer medical foods as meal replacements to medically/nutritionally at risk clients. Projects cannot provide medical foods as a supplement to a regular meal. At least three (3) of the approved products must be available (refer to DSAAPD policy on Medical Foods). Required assessments and

follow-ups must be completed by screening nutritionist. Initial delivery must be made within 10 days of received diet order from M.D.

- 7.1.22 Each meal served by the Nutrition service Provider must contain at least one-third of the current Dietary Reference Intakes and meet requirements stipulated by DSAAPD.
- 7.1.23 A cycle Menu is required of all projects.
- 7.1.24 Home-Delivered Meals Program providing two meals per day must each provide one-third of the Dietary Reference Intakes, as defined by DSAAPD.
- 7.1.25 The Project Nutritionist must approve the cycle menu to ensure it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD (Attachment D). The approval form, menus and analysis signed by the Project Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.26 The daily menu pattern and applicable food standards are described in (Attachments B and C) and hereby attached.
- 7.1.27 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, evening and holiday meals.
- 7.1.28 All meals must be analyzed prior to consumption. All labels and recipes must be analyzed and checked for accuracy by the agency Registered Dietician.
- 7.1.29 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.
- 7.1.30 When meal service is subcontracted, the project must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service provider.
- 7.1.31 When the meals service is contracted for amounts over \$15,000, the Projects must follow competitive bid procedures.
- 7.1.32 A signed contract must be made available to DSAAPD within sixty days (60) of the beginning of the contract year, i.e., December 1.
- 7.1.33 Excess food can be served only as a frozen meal to clients. The meal must be assembled on the day of preparation, immediately frozen in compliance with the most recent FDA Food Code guidelines and delivered frozen to the client. The meal composition, as served, must meet DSAAPD guidelines for nutrient adequacy. No other use of excess food can be incorporated into a reimbursable meal.
- 7.1.34 Planned frozen meals must have a descriptive policy and procedure. Such meals must be indicated on the cycle menu. Written descriptions of additional foods, required to satisfy DSAAPD meal pattern and nutrient requirements must be available in writing for kitchen staff. All steps in food preparation, freezing and serving must adhere to the most recent FDA Food Code.
- 7.1.35 Meals must be provided at least once a day. Meals may be hot, cold, frozen, dried, canned, approved medical foods and supplemental foods with a satisfactory storage life.
- 7.1.36 Food containers and utensils for blind and handicapped participants must be made available for use upon request by participants.
- 7.1.37 The project must establish a plan for the delivery/availability of meals to older persons in weather-related emergencies.
- 7.1.38 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.1.39 Modified therapeutic and textured diets must be made available (refer to DSAAPD policy on Therapeutic Diets).
- 7.1.40 Written diet prescriptions from a physician/health care professional must be on record for all clients and the orders must be updated on an annual basis.

- 7.1.41 Special diets must be planned, prepared and served under the supervision of and/or in consultation with a qualified dietitian or nutritionist.
- 7.1.42 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety.
- 7.1.43 Preparation, handling and serving of food must be in compliance with State, local health laws and ordinances.
- 7.1.44 Food service staff should be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.45 The rules of the State Health Department regarding transported food must be observed.
- 7.1.46 Delivery time for foods must not exceed two (2) hours.
- 7.1.47 Instruction and training must be given to all persons delivering meals.
- 7.1.48 When meal service is subcontracted, the project must develop and follow formal procedures for procuring cost-effective, sanitary and quality meal service. The Project must document the monitoring of the service provider on a quarterly basis.
- 7.1.49 If the program responsible for doing assessments is not the same as the home-delivered nutrition services provider, a written agreement between the two programs must be developed.
- 7.1.50 A method of soliciting participant input on appropriate matters relating to the home-delivered nutrition service program must be established.
- 7.1.51 Information and activities must be provided to homebound persons which will promote improved nutrition and health.

7.2 **Prohibited Activities**

- 7.2.1 For purposes of the Division of Services for Aging and Adults with Physical Disabilities planning and reimbursement, Homebound meals may not include any of the following components:
 - 7.2.1.1 Providing meals to ineligible persons.
 - 7.2.1.2 Providing financial, legal, or other service or advice (except for referral to qualified agencies or programs).
 - 7.2.1.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.

7.3 **Staffing requirements**

- 7.3.1 Each provider must have on-staff a full time Project Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with funding agency and clients.
- 7.3.2 If the agency is directly responsible for the production of the meals, a full-time person should be in charge of directing, monitoring and supervising the food service production and staff. This person should be qualified by education and experience. Educational requirements include a degree in Foods and Nutrition, Food Service or Hotel and Restaurant Management or a minimum of three (3) years experience managing food service production.
- 7.3.3 Each provider must have on-staff or have access to the services of a Registered Dietitian available to the program. A Registered Dietitian has fulfilled the academic requirements for membership in the American Dietetic Association and the Committee on Dietetic Registration and is approved by the Division of Services for Aging and Adults with Physical Disabilities' Nutritionist.

8.0 INVOICING REQUIREMENTS

- 8.1 The contractor will invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contracts, Policy X-Q, Invoicing.
- 8.2 The following information must be included on the invoice:
 - 8.2.1 Consultant's activity log
 - 8.2.2 Aggregate count of meals:
 - 8.2.2.1 By type of meal
 - 8.2.2.2 By location of meal
 - 8.2.3 Reimbursement rate per type of meal
 - 8.2.4 Totals by type of meal
 - 8.2.5 Total DSAAPD funds earned

10.0 DONATIONS

- 10.1 Participants, family members, and/or caregivers must be informed of the cost of providing adult day services and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 10.2 Persons receiving Home-Delivered Meal Services must be given an opportunity to review the suggested Donation Guidelines issued by the Division of Services for Aging and Adults with Physical Disabilities.
- 10.3 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 10.4 Providers must have procedures in place to:
 - 10.4.1 Inform applicants, family members and/or caregivers of the cost of providing adult day services and offer them the opportunity to make a voluntary contribution / donation.
 - 10.4.2 Protect their privacy with respect to the contribution / donation.
 - 10.4.3 Safeguard and account for all donations.
 - 10.4.4 Use the contributions to expand services.

**PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES
HOME-DELIVERED MEAL SERVICES**

PLANNED SERVICE UNITS	1st Quarte r	2nd Quarte r	3rd Quarte r	4th Quarte r	TOTAL
A. Enter the total number of meals served to eligible persons					
B. Break down the # of meals on line A by the following categories:					
1. Mid-day meals					
2. All meals that are not mid-day meals					
C. Enter the # of mid-day meals by the following categories:					
1. Prepared meals					
2. Medical foods (2 cans = 1 meal)					
3. Specialized Medical Foods (2 cans = 1 meal)					
D. Enter the total # of non-mid-day meals by the following categories:					
1. Prepared Meals					
• Evening					
• Breakfast					
2. Medical Foods (2 cans = 1 meal)					
3. Specialized Medical Foods (2 cans = 1 meal)					
E. Enter the # of meals noted on Line A by the following categories:					
1. Holiday					
2. Weekend					
3. Therapeutic/modified diets					
F. Total # of unduplicated client served					
1. Persons of high nutrition risk					
2. New persons					
G. # of group education mailings offered to clients					
H. Total hours of nutrition counseling:					
1. unduplicated persons counseled					
2. high nutrition risk persons counseled					
3. # of new persons counseled					

**PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES:
HOME-DELIVERED MEAL SERVICES**
(continued)

PLANNED SERVICE UNITS	1st Quarte r	2nd Quarte r	3rd Quarte r	4th Quarte r	TOTAL
I. # of information and assistance contacts provided to clients					
J. # of new persons counseled					
K. Number of outreach contacts					
L. # of assessments for determining eligibility					
M. # of reassessments for determining eligibility					
N. Average total meal donation:					
1. Noon meal					
2. Breakfast					
3. Medical Foods					
4. Evening					
O. # of training sessions offered to staff/volunteers					
P. Number of monitoring visits to sites to assess compliance with DSAAPD requirements.					

ATTACHMENT A

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency _____

Homebound _____ Congregate _____

NSI Statement	Follow-up	Risk clients	Non-risk clients	Staff responsibility
Health Problems				
Eat only 1 meal per day				
No fruits/vegetables				
3 or more alcoholic drinks				
Tooth / mouth problems				
Eat Alone				
3 or More Prescriptions				
Lost Weight				
Gained Weight				
Needs Help With Shopping				
Not Enough Money				

Please follow these instructions to complete this form.

Next to statement from DSAAPD/NAPIS nutrition screening checklist, indicate:

- Type of follow-up planned for the fiscal year
- Type of client (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities

Rev 5/08

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS (EXCLUDING BREAKFAST MEALS)

Menu Format

7. Meat and meat substitutes: ≥ 3 ounces (≥ 15 grams of protein) of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, nuts, and soy products.
 - Protein sources may be combined to meet the three (3) ounce requirement.
 - The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.
 - The use of low-sodium products is also encouraged, in order to control the total sodium content of the meal.
8. Enriched bread and grain products: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
9. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk or a non-dairy substitute e.g. soy milk.
 - Non-dairy beverages may be used to accommodate the preferences of clients who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.
10. Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. A serving is defined as $\geq 1/2$ cup of fruit or vegetable or $\geq 1/2$ cup of fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins

Potatoes are counted as a vegetable.

 - Vitamin A-rich food sources should be served at least three (3) times per week, to maintain a weekly average of 233mcg of Vitamin A.
11. Fortified margarine or butter: a minimum of one (1) teaspoon may be included in the meal.
 - The margarine or butter can be use in preparation of the meal.
 - One (1) teaspoon mayonnaise, cream cheese, or salad dressing may be substituted. The use of low-fat products is recommended
12. Dessert: one dessert food must be included with the meal. A minimum serving size of $\geq 1/2$ cup of pudding, gelatin, fruit or fruit dessert is required.
 - Other dessert items can be portioned by the agency, considering client preferences and commonly acceptable serving sizes.

7.6.1

Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the follow nutrient guidelines, as documented by menu analysis.

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for clients documented as receiving five meals a week.
Fat	≤ 30% of total calories weekly average** No meal to exceed 35%
Sodium	~ = 1000 milligrams weekly average** No meal to exceed 1200 milligrams
Potassium	~ = 1565 milligrams
B12	= 0.8 micrograms
Magnesium	~ = 107 milligrams, weekly average of 90mg
Vitamin D	~ = 5 micrograms

*** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all clients, which precludes excessive amounts of fat, cholesterol and sodium.*

*** While every effort should be made with vendors to include these guidelines, if it is not possible, shelf-stable, emergency meals will not be required to adhere to these guidelines.*

Condiments need not be included in analysis, so long as they are served on the side and not mixed in with food components of the meal.

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

Menu Format

1. Meat and Meat Substitutes: ≥ 2 ounces of meat or substitute must be included in the breakfast meal. The meat or meat substitute must contain a minimum of 12 grams of protein, excluding the protein contained in the required milk serving. The amount of food needed to meet this requirement is contained in the following table.

Food	Amount equivalent to 2 ounces of meat or meat substitute (i.e. protein content)
Poultry, fish, meat	2 ounces
Cheese	2 ounces
Egg	2 large eggs (~ 50 grams each)
Cottage cheese	Volume/amount containing 12 grams of protein
Peanut butter	3 tablespoons (~48 grams)
Cooked beans	Volume/amount containing 12 grams of protein
Tofu	Volume/amount containing 12 grams of protein
Yogurt	Volume equivalent to 12 grams of protein.

Protein sources may be combined to meet the 2 ounce requirement, e.g. 1 egg and 1 ounce of ham. The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.

The use of low-sodium products is encouraged, in order to control the total sodium content of the meal.

2. Enriched Bread and Grain Products: One serving is ≥ 1 ounce or $\geq \frac{1}{2}$ cup of prepared cereal or other grain product. One serving is ≥ 15 grams of carbohydrate. Foods in this group include waffles, pancakes, cereals, french toast, fortified bakery products, muffins, bagels, tortillas and breads. The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: One serving is 8 fluid ounces of milk or a non-dairy substitute, e.g. soymilk. Non-dairy beverages may be used to accommodate the preferences of clients who do not use dairy products due to ethnic food preferences. The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

(continued)

4. Fruit and/or vegetables: Two or more servings of fruit and/or vegetables must be included in the breakfast meal. A serving is defined as $\geq \frac{1}{2}$ cup of fresh or canned fruit or vegetables, $\geq \frac{1}{2}$ cup of fruit or vegetable juice.

The minimum servings for dried fruit are as follows:

- 6 halves dried apricots
- 3 dates
- 3 dried prunes
- 2 tablespoons raisins

B. Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the following nutrient guidelines:

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for clients documented as receiving five meals a week.
Fat	$\leq 30\%$ of total calories * No meal to exceed 35%
Sodium	~ 1000 milligrams * No meal to exceed 1200 milligrams
Potassium	~ 1565 milligrams
B12	$= 0.8$ micrograms
Magnesium	~ 107 milligrams
Vitamin D	~ 5 micrograms

* Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages provision of healthful meals for all clients, which precludes excessive amounts of fats, cholesterol and sodium.

ATTACHMENT C

FOOD STANDARDS

E. All foods used shall be in conformance with the State guidelines for menu planning and the following specifications.

F. The grade minimums recommended for food items are as follows:

8. Meat – Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking shall be of Choice Grade and those for moist heat cooking shall be of Good Grade or better.
9. Poultry and Seafood – When served as whole pieces, poultry and seafood shall be U.S. Grade A.
10. Eggs – U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.
11. Meat extenders – Soy protein added to extend meat products shall not extend 15% of net weight of the meat used and shall be used only when acceptable product results.
12. Fresh Fruits and Vegetables – Shall be of good quality (USDA #1) relatively free of bruises and defects.
13. Canned and Frozen Fruits and Vegetables – Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
14. Dairy Products – USDA Grade A Homogenized milk (skim, 1%, or 2%), all fortified with Vitamin A and D shall be offered.

Only commercially preserved foods may be used (No home canned foods).

G. Food, at all times, shall be prepared in a means that would maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes shall be provided.

H. Minimum portions (cooked weights or edible portions)

- Roast meats, boneless chops, steaks, boneless turkey and cutlets – 3 oz.
- Bone in chops, breaded meats or seafood – 4 oz.

ATTACHMENT C
FOOD STANDARDS
(continued)

- Chicken with bone – 5 oz.
- Chopped steaks, meatloaf – 3 oz.
- Eggs – 1 large egg is equivalent to 1 oz. of protein requirement.
- Dried beans, peas, lentils – ½ cup equal to 1 oz. of protein requirements (must be used in combination with whole grain products, egg, cheese, or meat product).
- Soup used as a vegetable must contain a minimum of 4 oz. of vegetables (drained weight).
- Gelatin salad used as a fruit and/or vegetable requirement must be enriched with Vitamin C.
- Instant mashed potatoes utilized for the vegetable requirements must be enriched with Vitamin C.
- All grain products used must be enriched.

NOTE: Combinations of protein foods can be used to serve the 3 oz. requirement.

ATTACHMENT D

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME DELIVERED MEALS
TITLE III NUTRITION PROGRAM**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number _____

Address _____

Nutrition Project Director _____

Contact Phone Number _____

Address _____

- _____
1. This menu shall consist minimally of a _____ week cycle of regular diet meals and shall be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.
2. For those participants requiring menu modifications for reasons of health, diabetes, hypertension, heart disease, etc., modified diets can be provided in accordance with established regulations. Modified diet menus must be reviewed and approved by the dietitian. Please indicate those modified diets which are provided.

SSBG HOME-DELIVERED MEALS

1.0 SERVICE DEFINITION

1.1 Homebound Meal Service is a nutrition service that provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), as set by the National Research Council (NRC) for this age group, and the Dietary guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and USDA). Refer to Menu format and the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) guidelines for exact requirements.

2.0 SERVICE GOAL

2.1 The program is aimed at promoting better health among the homebound adults through improved nutrition and keeping the individual in his/her own home, rather than in an institution. It also provides minimum social contact to a person who may be otherwise homebound and isolated.

3.0 SERVICE UNIT

3.1 The unit of service for Home-Delivered Meal Service is one complete meal provided to one eligible participant. A complete meal is one that meets or exceeds one-third of the Dietary Reference Intakes, as defined by DSAAPD.

4.0 SERVICE AREA

4.1 Services are available to all eligible residents of the State of Delaware.
4.2 Providers are permitted to apply to serve sub-areas within the state.

5.0 SERVICE LOCATION

5.1 Service will be available at the home(s) of eligible homebound persons residing in the State of Delaware.

6.0 ELIGIBILITY

6.1 The DSAAPD Case Manager will determine consumer eligibility.
6.2 The DSAAPD Case Manager will determine and authorize the number of meals per week per consumer.
6.3 Consumer receiving Home Delivered Meals must be
6.3.1 a U.S. citizen or legal alien
6.3.1.1 Alien status will be verified.
6.3.2 homebound and/or unable to prepare a meal
6.3.3 between the ages of eighteen (18) and fifty-nine (59)
6.3.4 physically disabled

7.0 SERVICE STANDARDS

7.1 **Contractor responsibilities**
7.1.1 The provider must develop and maintain policies and procedures pertaining to the delivery of meals.
7.1.2 Meals (hot, cold, supplemental and shelf-stable emergency) shall be provided only as authorized by the DSAAPD Case Manager.
7.1.3 Meals may be provided for five or more days.
7.1.4 Meals may be hot, cold or frozen.

- 7.1.5 A formal system for documenting participant feedback regarding meal services must be in place.
- 7.1.6 Preparation, handling, packaging and transporting of food must be in compliance with federal, state and local health laws and ordinances.
- 7.1.7 Food service staff should be trained in and adhere to the most recent FDA Food Code specifications for food safety, including safe temperature control of foods.
- 7.1.8 Delivery time for foods must not exceed two hours.
- 7.1.9 The provider will maintain documentation of authorization in the consumer folders.
- 7.1.10 Providers may offer medical foods as supplements to a regular meal or as meal replacements if ordered by a physician to medically / nutritionally at risk consumers.
- 7.1.11 Supplemental meals may be nutritional products such as Ensure Plus or other products approved by DSAAPD and evening and breakfast meals.
- 7.1.12 Modified therapeutic and textured diets may be made available if ordered by a physician (refer DSAAPD policy on Therapeutic Diets.)

7.2 DSAAPD Responsibilities

- 7.2.1 DSAAPD staff must verify Alien Status.
- 7.2.2 DSAAPD staff will maintain individual service plans detailing the type, frequency and duration of service. Meal service will start only when the contractor receives the written authorization.
- 7.2.3 DSAAPD staff will reassess consumers on an annual basis to determine continued eligibility.
- 7.2.4 The DSAAPD Case Manager will be responsible for obtaining and maintaining a current written diet order from the consumer's physician. The DSAAPD Case Manager will provide a copy of the diet order with the referral/authorization of service to the provider.

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contracts, Policy Number X-Q, Invoicing.
- 8.2 The following information will also be included on the invoice:
 - 8.2.1 Consumer legal name
 - 8.2.2 Totals by consumer for each type of meal being billed
 - 8.2.3 Authorized Meals
 - 8.2.4 An explanation for any missed meals
 - 8.2.5 Separation of cost for mid-day meals, supplemental meals, approved medical foods and emergency meals
 - 8.2.6 Totals by type of meal
 - 8.2.7 Unit cost per type of meal
 - 8.2.8 Total DSAAPD funds earned
- 8.3 DSAAPD will be billed for all meals not canceled twenty-four (24) hours in advance. These meals must be noted as such on the invoice.

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS (EXCLUDING BREAKFAST MEALS)

Menu Format

13. Meat and meat substitutes: ≥ 3 ounces (≥ 15 grams of protein) of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, nuts, and soy products.
 - Protein sources may be combined to meet the three (3) ounce requirement.
 - The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.
 - The use of low-sodium products is also encouraged, in order to control the total sodium content of the meal.
14. Enriched bread and grain products: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
15. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk or a non-dairy substitute e.g. soy milk.
 - Non-dairy beverages may be used to accommodate the preferences of consumers who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.
16. Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. A serving is defined as $\geq 1/2$ cup of fruit or vegetable or $\geq 1/2$ cup of fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins

Potatoes are counted as a vegetable.

 - Vitamin A-rich food sources should be served at least three (3) times per week, to maintain a weekly average of 233mcg of Vitamin A.
17. Fortified margarine or butter: a minimum of one (1) teaspoon may be included in the meal.
 - The margarine or butter can be use in preparation of the meal.
 - One (1) teaspoon mayonnaise, cream cheese, or salad dressing may be substituted. The use of low-fat products is recommended
18. Dessert: one dessert food must be included with the meal. A minimum serving size of $\geq 1/2$ cup of pudding, gelatin, fruit or fruit dessert is required.
 - Other dessert items can be portioned by the agency, considering consumer preferences and commonly acceptable serving sizes.

Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the follow nutrient guidelines, as documented by menu analysis.

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for consumers documented as receiving five meals a week.
Fat	≤ 30% of total calories weekly average** No meal to exceed 35%
Sodium	~= 1000 milligrams weekly average** No meal to exceed 1200 milligrams
Potassium	~= 1565 milligrams
B12	= 0.8 micrograms
Magnesium	~= 107 milligrams, weekly average of 90mg
Vitamin D	~= 5 micrograms

** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all consumers, which precludes excessive amounts of fat, cholesterol and sodium.

** While every effort should be made with vendors to include these guidelines, if it is not possible, shelf-stable, emergency meals will not be required to adhere to these guidelines.

Condiments need not be included in analysis, so long as they are served on the side and not mixed in with food components of the meal.

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

Menu Format

1. Meat and Meat Substitutes: ≥ 2 ounces of meat or substitute must be included in the breakfast meal. The meat or meat substitute must contain a minimum of 12 grams of protein, excluding the protein contained in the required milk serving. The amount of food needed to meet this requirement is contained in the following table.

Food	Amount equivalent to 2 ounces of meat or meat substitute (i.e. protein content)
Poultry, fish, meat	2 ounces
Cheese	2 ounces
Egg	2 large eggs (~ 50 grams each)
Cottage cheese	Volume/amount containing 12 grams of protein
Peanut butter	3 tablespoons (~48 grams)
Cooked beans	Volume/amount containing 12 grams of protein
Tofu	Volume/amount containing 12 grams of protein
Yogurt	Volume equivalent to 12 grams of protein.

Protein sources may be combined to meet the 2 ounce requirement, e.g. 1 egg and 1 ounce of ham. The use of low-fat and fat-free products is encouraged, in order to control the total fat content of the meal.

The use of low-sodium products is encouraged, in order to control the total sodium content of the meal.

2. Enriched Bread and Grain Products: One serving is ≥ 1 ounce or $\geq \frac{1}{2}$ cup of prepared cereal or other grain product. One serving is ≥ 15 grams of carbohydrate. Foods in this group include waffles, pancakes, cereals, french toast, fortified bakery products, muffins, bagels, tortillas and breads. The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: One serving is 8 fluid ounces of milk or a non-dairy substitute, e.g. soymilk. Non-dairy beverages may be used to accommodate the preferences of consumers who do not use dairy products due to ethnic food preferences. The use of non-fat or low-fat products is encouraged, in order to control the total fat content of the meal.

ATTACHMENT B

MENU FORMAT AND NUTRIENT GUIDELINES FOR BREAKFAST MEALS

(continued)

4. Fruit and/or vegetables: Two or more servings of fruit and/or vegetables must be included in the breakfast meal. A serving is defined as $\geq \frac{1}{2}$ cup of fresh or canned fruit or vegetables, $\geq \frac{1}{2}$ cup of fruit or vegetable juice.

The minimum servings for dried fruit are as follows:

- 6 halves dried apricots
- 3 dates
- 3 dried prunes
- 2 tablespoons raisins

7.6.3 B. Nutrient Analysis Guidelines

All meals qualifying for DSAAPD reimbursement must meet the following nutrient guidelines:

Calories	≥ 600 calories
Protein	≥ 15 grams
Calcium	≥ 400 milligrams
Vitamin C	≥ 25 milligrams
Fiber	≥ 7 grams
Vitamin A	A weekly average of ≥ 233 RAE (233 mcg) is required for consumers documented as receiving five meals a week.
Fat	$\leq 30\%$ of total calories * No meal to exceed 35%
Sodium	~ 1000 milligrams * No meal to exceed 1200 milligrams
Potassium	~ 1565 milligrams
B12	$= 0.8$ micrograms
Magnesium	~ 107 milligrams
Vitamin D	~ 5 micrograms

* Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages provision of healthful meals for all consumers, which precludes excessive amounts of fats, cholesterol and sodium.

ATTACHMENT C

FOOD STANDARDS

- I. All foods used shall be in conformance with the State guidelines for menu planning and the following specifications.
- J. The grade minimums recommended for food items are as follows:
15. Meat – Only those meats or meat products which are slaughtered, processed and manufactured in plants participating in the U.S. Department of Agriculture inspection program can be used. Meats and meat products must bear the appropriate inspection seals and be sound, sanitary and free of objectionable odors or signs of deterioration upon delivery. Meats for dry heat cooking shall be of Choice Grade and those for moist heat cooking shall be of Good Grade or better.
 16. Poultry and Seafood – When served as whole pieces, poultry and seafood shall be U.S. Grade A.
 17. Eggs – U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs shall be pasteurized.
 18. Meat extenders – Soy protein added to extend meat products shall not extend 15% of net weight of the meat used and shall be used only when acceptable product results.
 19. Fresh Fruits and Vegetables – Shall be of good quality (USDA #1) relatively free of bruises and defects.
 20. Canned and Frozen Fruits and Vegetables – Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 21. Dairy Products – USDA Grade A Homogenized milk (skim, 1%, or 2%), all fortified with Vitamin A and D shall be offered.
- Only commercially preserved foods may be used (No home canned foods).
- K. Food, at all times, shall be prepared in a means that would maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes shall be provided.
- L. Minimum portions (cooked weights or edible portions)
- Roast meats, boneless chops, steaks, boneless turkey and cutlets – 3 oz.
 - Bone in chops, breaded meats or seafood – 4 oz.

ATTACHMENT C

FOOD STANDARDS

(continued)

- Chicken with bone – 5 oz.
- Chopped steaks, meatloaf – 3 oz.
- Eggs – 1 large egg is equivalent to 1 oz. of protein requirement.
- Dried beans, peas, lentils – ½ cup equal to 1 oz. of protein requirements (must be used in combination with whole grain products, egg, cheese, or meat product).
- Soup used as a vegetable must contain a minimum of 4 oz. of vegetables (drained weight).
- Gelatin salad used as a fruit and/or vegetable requirement must be enriched with Vitamin C.
- Instant mashed potatoes utilized for the vegetable requirements must be enriched with Vitamin C.
- All grain products used must be enriched.

NOTE: Combinations of protein foods can be used to serve the 3 oz. requirement.

ATTACHMENT D

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME DELIVERED MEALS**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number _____

Address _____

Nutrition Project Director _____

Contact Phone Number _____

Address _____

- _____
1. This menu shall consist minimally of a _____ week cycle of regular diet meals and shall be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.
2. For those participants requiring menu modifications for reasons of health, diabetes, hypertension, heart disease, etc., modified diets can be provided in accordance with established regulations. Modified diet menus must be reviewed and approved by the dietitian. Please indicate those modified diets which are provided.