Contract No. 35-1400-2015-45 CATS Sys Doc ID # 016834-0003-0000

CONTRACT FOR HOME DELIVERED & CONGREGATE MEALS

CONTRACT BETWEEN

DELAWARE HEALTH AND SOCIAL SERVICES

DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES

AND

CHEER, INC.

A) Introduction

- 1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and CHEER, Inc. (the Contractor).
- 2. The Contract shall commence on October 1, 2014 and terminate on September 30, 2015 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

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.

DHSS Standard Contract Boilerplate Revised and Approved: 4/15/2014 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

Contractor shall be responsible for providing liability insurance for its personnel.

- 4. The policies required under Paragraph B3 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.
- 5. 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 A2.
- 6. Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and

ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Contractor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.
- 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 service(s) 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

Service(s) 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.

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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable 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, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
- 10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by the Department for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with The Department prior to termination.

If termination for default is effected by the Department, the Department will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Contractor's default.
- 2. Upon termination for default, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.

The rights and remedies of the Department and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract. 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.

14. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from the Department to resume performance.

In the event the Department suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

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 Department:

1901 N. DuPont Highway

Main Admin Building, 1st Floor

New Castle, DE 19720

To the Contractor:

CHEER, Inc.

546 S. Bedford Street

Georgetown, DE 19947

15. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

- 16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
- 17. 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. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

- 18. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A Divisional Requirements
 - Appendix B HIPPA Business Associate Agreement
 - Appendix C Services Specifications
 - Appendix D Contract Budget
 - Appendix E DSAAPD Policy Manual for Division Contracts (Included by Reference)
 - http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf

 DSAAPD Policy Manual for Division Contracts Nutrition
 (Included by Reference)

http://dhss.delaware.gov/dhss/dsaapd/files/nutrition provider manual.pdf

Appendix F - DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G - Work Plan

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- Appendix F DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)
- 3) Appendix A Divisional Requirements
- 4) Appendix B HIPPA Business Associate Agreement
- 5) Appendix C Service Specifications
- 6) Appendix D Contract Budget
- Appendix E DSAAPD Policy Manual for Division Contracts
 DSAAPD Policy Manual for Division Contracts Nutrition
- 8) Appendix G Work Plan

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

- 20. 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.
- 21. 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.
- 22. 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 Contract, 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 Contract 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.

23. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

- 24. 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.
- 25. 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.
- 26. 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 Contract, 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 \$\frac{\$1,282,092}\$ in accordance with the budget presented in its respective contract 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.

- 4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 5. 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

- 6. 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.
- 7. 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.
- 8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

"I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the Contractor's Contract Manager

- 9. 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.
- 10. 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.

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 N/A 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. The Contractor must maintain documentation of staff training on PM46.
- 2. When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 <u>Del. Code</u> Section 708; and 11 <u>Del. Code</u>, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
- 3. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), 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 N/A 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.
- 4. 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 $\underline{N/A}$ 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.

5. 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:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

For the Contractor:	For the Department:
Signature on File	cSignature on File
Name	Rita M. Landgraf Secretary
Executive Director	8(18/16 Date
	For the Division:
7-30-14	Signature on File
Date	Jill Rogers Director
	8/13/14 Date
	as
	8/11/14

Appendix A

Divisional Requirements

DIVISIONAL REQUIREMENTS

Sanctions

The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

- 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, http://www.hhs.gov/forms/HHS690.pdf (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.
- 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 13 of the Department 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.
- 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.
- 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.

Appendix B

HIPPA Business Associates Agreement

HIPPA BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides Home Delivered & Congregate Meals for Covered Entity pursuant to a contract dated October 1, 2014 and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
- 2. Obligations and Activities of Business Associate. To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) <u>Use or Disclosure</u>. Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - **(b)** Specific Use of Disclosure. Except as otherwise limited by this BAA, Business Associate may:
 - (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as

long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

- (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) <u>Minimum Necessary</u>. Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) <u>Safeguards</u>. Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) Agents and Subcontractors. Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents

and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

- (f) Reporting. Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.
 - (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
 - (ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
 - (ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.
- (g) <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.
- (h) <u>Audits and Inspections</u>. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.
- (i) Accounting. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.
- (j) <u>Designated Record Set</u>. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:
 - (i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

- (ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.
- (k) <u>HITECH Compliance Dates</u>. Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. Obligations of Covered Entity.

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. Term and Termination.

(a) <u>Term.</u> This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

(b) Termination Upon Breach.

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) <u>Termination by Either Party</u>. Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) <u>Effect of Termination</u>.

- (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
- (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.
- (iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. Miscellaneous.

- (a) <u>Regulatory References</u>. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- (b) <u>Amendment</u>. The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.
- (c) <u>Method of Providing Notice</u>. Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.
- (d) <u>Parties Bound</u>. This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

- (e) <u>No Waiver</u>. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- (f) <u>Effect on Master Agreement</u>. This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.
- (g) <u>Interpretation</u>. Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
- (h) <u>No Third Party Rights</u>. Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.
- (i) <u>Applicable Law</u>. This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
- (j) <u>Judicial and Administrative Proceedings</u>. In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
- (k) <u>Transmitting Electronic PHI</u>. Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.
- 6. IN WITNESS WHEREOF, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity	Business Associate
By: Signature on	By: Signature on File
Name: Sill Rogers	Name: Artene S. Littleton
Title: Director	Title: Executive Director
Date: 8/13/14	Date: <u>7-30-14</u>
• •	

Appendix C

Service Specifications



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Revision Table

Revision Date	Sections Revised	Description	
7/24/2008	Tteviou	Original (on file)	
8/17/2012		Revised	



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound older persons through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 Home-Delivered meals will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the <u>best interest</u> of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).

- 6.4 Meals may also be made available to a non-elderly person with a disability who is a member of the household of an elderly person who is eligible for homedelivered meal services.
- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 must meet or exceed the following standards:
 - 7.1.1 Home-delivered meals must be served on a daily basis according to participant needs
 - 7.1.2 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
 - 7.1.3 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.4 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.5 Eligibility determination for home-delivered meals applicants must be based on the criteria presented in section 6.0.
 - 7.1.6 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
 - 7.1.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
 - 7.1.8 Outreach must be conducted as necessary to reach the target population.
 - 7.1.9 Efforts must be made to recruit volunteers to assist in service delivery.
 - 7.1.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
 - 7.1.11 Providers must document the cost of food items per menu items per menu item and per meal, including the cost of USDA commodities utilized.
 - 7.1.12 Providers 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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.13 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.14 Providers must verify and document the age of participants.
- 7.1.15 Providers must maintain service records, including names of participants and date(s) of service.
- 7.1.16 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) and transmit the information to DSAAPD on an annual basis.
- 7.1.17 Providers must complete a NAPIS intake form for every participant.
- 7.1.18 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist. Selected high-risk participants must be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions must be submitted. (See Attachment E).
- 7.1.19 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.20 Each meal served by the nutrition service provider must contain at least one-third of the current Dietary Reference Intakes, the most recent Dietary Guidelines for Americans and requirements stipulated by DSAAPD.
- 7.1.21 Providers must develop a cycle menu.
- 7.1.22 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.23 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's Registered and Delaware State Licensed Dietitian.
- 7.1.26 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.27 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.1.28 When the meals service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.1.29 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.
- 7.1.30 Excess food can be served only as a frozen meal to participants. 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 participant. 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.
- 7.1.31 Providers must develop policies and procedures surrounding the use of planned frozen meals. 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.
- 7.1.32 Meals must be provided at least once a day. Shelf stable foods are provided for emergency meals.
- 7.1.33 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request.
- 7.1.34 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.1.35 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.1.36 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods Policy X-V-22).
- 7.1.37 Written diet prescriptions from a physician/health care professional must be on record for all participants and the orders must be updated on an annual basis.
- 7.1.38 Special diets must be planned, prepared and served under the supervision of and/or in consultation with a registered and Delaware licensed dietitian.
- 7.1.39 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.40 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.41 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.42 The provider must adhere to State regulations regarding transported food.
- 7.1.43 Delivery time for foods must not exceed two (2) hours.
- 7.1.44 Instruction and training must be given to all persons delivering meals.
- 7.1.45 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.
- 7.1.46 Information and activities must be provided to homebound persons that 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, Home-Delivered 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 <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

8.0 INVOICING REQUIREMENTS

- The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- The following information will also 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 the home-delivered meals and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 9.2 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.
- 9.3 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 9.4 Providers must have procedures in place to:
 - 9.4.1 Inform applicants, family members and/or caregivers of the cost of providing home-delivered meals and offer them the opportunity to make a voluntary contribution/donation.
 - 9.4.2 Protect their privacy with respect to the contribution/donation.
 - 9.4.3 Safeguard and account for all donations.
 - 9.4.4 Use the contributions to expand services.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

		1 st	2 nd	3 rd	4 th	TOTAL
	PLANNED SERVICE UNITS	Quarter	Quarter	Quarter	Quarter	TOTAL
A.	Enter the total number of meals served to eligible persons	28750	28750	28750	28750	115000
B.	Break down the # of meals on line A by the following categories:					
	Mid-day meals	28750	28750	28750	28750	115000
	All meals that are not mid-day meals	0	0	0	0	0
C.	Enter the # of mid-day meals by the following categories:					
	 Prepared meals 	28750	28750	28750	28750	11500
	Medical foods(2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
D.	Enter the total # of non-mid-day meals by the following categories:	0	0	0	0	0
	Prepared Meals	0	0	0	0	0
	Evening	0	0	0	0	0
	Breakfast	0	0	0	0	0
	Medical Foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
E.	Enter the # of meals noted on Line A by the following categories:					
	1. Holiday	160	0	0	0	160
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	12000	12000	12000	12000	48000
F.	Total # of unduplicated participant served	500	50	50	50	650
	1. Persons of high nutrition risk	200	25	25	25	275
	2. New persons	100	40	40	40	220
G.	# of group education mailings offered to participants	3	3	3	3	12



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

(Continued)

PLANNED SERVICE UNITS		1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL	
Н.	Total hours of nutrition counseling:	35	21	20	20	96	
	1. unduplicated persons counseled	15	15	15	15	60	
	high nutrition risk persons counseled	15	15	15	15	60	
	3. # of new persons counseled	10	10	10	10	40	
# of information and assistance contacts provided to participants		300	50	50	50	450	
J.	# of new persons counseled	10	10	10	10	40	
K.	Number of outreach contacts	100	40	40	40	220	
L.			40	40	40	220	
М.	 # of reassessments for determining eligibility 		375	375	375	1500	
N.	Average total meal donation:	.65	.65	.65	.65	.65	
	1. Noon meal	.65	.65	.65	.65	.65	
	2. Breakfast	0	0	0	0	0	
	3. Medical Foods	0	0	0	0	0	
4. Evening		0	0	0	0	0	
Ο.	 # of training sessions offered to staff/volunteers 		30	30	30	120	
P.	Number of monitoring visits to sites to assess compliance with DSAAPD requirements.	0	8	0	8	16	



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.

Note: combinations of protein foods can be used to serve the 2 oz. requirement.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File RO, LDN
Registration Number	888067
Print Name Tracy F	ennemore
Contact Phone Number/E	mail 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedf	ord Street
Georgetown, Delawar	e 19947
Nutrition Program Directo	Florence Mason
Contact Phone Number/E	Email 302-856-5187/Fmason@cheerde.com
Address 546 S. Bedi	ford Street
Georgetown, Delawar	re 19947

- 1. This menu must consist minimally of a <u>6</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{4}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - o 3 dates



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- o 3 dried prunes
- o 2 tablespoons raisins
- Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency CH	EER, Inc.	
Home-Delivered	<u>X</u>	Congregate

NSI Statement	Follow-up	Risk participants	Non-risk participants	Staff responsibility
Health Problems	Individual Counseling	Yes	Yes	R.D.
Eat only 1 meal per day	Nutrition Education	Yes	Yes	R.D. Diet Technician
No fruits/vegetables	Nutrition Education	Yes	Yes	R.D. Diet Technician
3 or more alcoholic drinks	Refer to AA Counseling	Yes	Yes	R.D
Tooth / mouth problems	Refer to Nemours And local dentists	Yes	Yes	R.D.
Eat Alone	Encourage to go To Nutrition site	Yes	Yes	R.D. Diet Technician
3 or More Prescriptions	Refer to Pharmacists	Yes	Yes	R.D.
Lost Weight	Individual Counseling	Yes	Yes	R.D.
Gained Weight	Individual Counseling	Yes	Yes	R.D.
Needs Help With Shopping	Refer to Mobile Mini Market	Yes	Yes	R.D.
Not Enough Money	Refer to Food Stamps (SNAP)	Yes	Yes	R.D.

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 participant (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Revision Table

Revision Date	Sections Revised	Description	
4/26/2009		Original (on file)	
8/17/2012		Revised	



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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1.0 SERVICE DEFINITION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound adults through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 participant eligibility.
- 6.2 The DSAAPD Case Manager will determine and authorize the number of meals per week per participant.
- 6.3 Participant receiving Home-Delivered Meals must
 - 6.3.1 be a U.S. citizen or legal alien.
 - 6.3.2 be homebound and/or unable to prepare a meal.
 - 6.3.3 be between the ages of eighteen (18) and fifty-nine (59).
 - 6.3.4 have a physical disability.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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7.0 SERVICE STANDARDS

7.1 Provider 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 must be made available at least five (5) days per week.
- 7.1.4 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
- 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.6 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.7 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.8 Delivery time for foods must not exceed two (2) hours.
- 7.1.9 The provider will maintain documentation of authorization in the participant folders.
- 7.1.10 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.11 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods Policy X-V-22).

7.2 DSAAPD Responsibilities

- 7.2.1 DSAAPD staff will 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 participants 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 participant's physician. The DSAAPD Case Manager will provide a copy of the diet order with the referral/authorization of service to the provider.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, Invoicing.
- The following information will also be included on the invoice:
 - 8.2.1 Participant legal name
 - 8.2.2 Totals by participant 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File RP LDN
Registration Number	888067
Print Name Tracy Fer	nnemore
Contact Phone Number/Em	nail 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedfor	rd Street
Georgetown, Delaware	19947
Nutrition Program Director	Florence Mason
Contact Phone Number/En	nail 302-856-5187/Fmason@cheerde.com
Address 546 S. Bedfo	rd Street
Georgetown, Delaware	19947

- 1. This menu must consist minimally of a 6 week cycle of regular diet meals and must be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.
- For those participants requiring menu modifications for health reasons (including those
 with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams 1. of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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.
- Enriched bread and grain products: a minimum of one (1) serving must be included in 2. the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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.
- Milk or non-dairy substitute: a minimum of one (1) serving must be included in the 3. meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 1/4 cups cottage cheese, 1 1/2 oz. natural or 2 oz. processed cheese, 1 ½ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. 4. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins



Division of Services for Aging and Adults with Physical Disabilities

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- Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Revision Table

Revision Date	Sections Revised	Description
7/24/2008		Original (on file)
7/10/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Congregate Meals is a service that provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among older persons through improved nutrition; to avoid unnecessary institutionalization.

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 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 congregate meal provider.

6.0 ELIGIBILITY

- 6.1 Congregate meal services will be made available to persons age 60 or over 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.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

6.3 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 Congregate Meal Service must meet or exceed the following standards:
 - 7.1.1 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.2 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.3 Outreach must be conducted as necessary to reach the target population.
 - 7.1.4 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.1.4.1 Fiscal Management
 - 7.1.4.2 Food Service Management
 - 7.1.4.3 Safety and Sanitation
 - 7.1.4.4 Staff Responsibilities
 - 7.1.4.5 The manual must address all DSAAPD specifications, policies and procedures.
 - 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
 - 7.1.6 Providers must verify and document the age of participants.
 - 7.1.7 All site staff must be fully trained and qualified (refer to DSAAPD Policy on Site Certification Program Requirements Policy X-V-12).
 - 7.1.8 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.
 - 7.1.9 Personnel and volunteers associated with the service must be trained in and adhere to the most recent FDA Food Code specifications for food safety, including temperature control of foods, as well as fire safety and basic first aid, particularly in dealing with choking and coronary events.
 - 7.1.10 When meal service is subcontracted, the Provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
 - 7.1.11 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
 - 7.1.12 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.



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Congregate Meals

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- 7.1.13 As evidence of good cost control, Providers must document the cost of food items per menu items and per meal, including the cost of USDA commodities utilized.
- 7.1.14 The Provider must maintain adequate storage practices, inventory control of USDA commodities and insure that its use is in conformance with the requirements of USDA.
- 7.1.15 Providers must attempt to complete a NAPIS intake form for every meal participant.
 - 7.1.15.1 Providers must collect and report the information required by NAPIS and send the information to DSAAPD.
 - 7.1.15.2 Information on the NAPIS intake form must be reviewed and changes updated annually.
- 7.1.16 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist regarding counseling/nutrition screening. Selected high-risk participants will be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions will be submitted. (See Attachment E).
- 7.1.17 Providers may offer medical foods as meal replacements to medically/nutritionally at risk participants. Written MD approval is required. At least three (3) of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods – Policy X-V-18)). Assessment and follow-up by a screening nutritionist is required.
- 7.1.18 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
- 7.1.19 Providers must develop a cycle menu.
- 7.1.20 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.21 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.1.22 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.23 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



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Congregate Meals

Title III

- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, and evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the agency's Registered and Delaware State Licensed Dietitian.
- 7.1.26 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:
 - 7.1.26.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.1.26.2 The site must have a pleasant environment and adequate lighting.
 - 7.1.26.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.1.26.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.1.26.5 The site must be available for a minimum of four (4) hours daily.
 - 7.1.26.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.1.26.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.1.26.8 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.
- 7.1.27 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.1.28 Sponsorship should include a minimum of the following standards:
 - 7.1.28.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.1.28.2 Provide utilities and custodial service.
 - 7.1.28.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.1.28.4 Provide use of service and dining area for the distribution of meals.
 - 7.1.28.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.1.28.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

7.1.29 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.

7.2 Prohibited activities

- 7.2.1 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:
 - 7.2.1.1 Providing meals to ineligible persons.
 - 7.2.1.2 Providing supportive services other than outreach, referrals, nutrition education and nutritional counseling.
 - 7.2.1.3 Denying services to eligible persons because of their inability or failure to contribute to the cost of meals.
 - 7.2.1.4 Providing a take-out meal in addition to a regular meal.

7.3 Staffing Requirements

- 7.3.1 Each provider must have on-staff a <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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 provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- 8.2 The following information will also 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



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

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 the service 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 congregate meals 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

	PLANNED SERVICE UNITS		2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Α.	Enter the total number of meals served to eligible persons	19069	17193	18694	20194	75150
В.	Break down the # of meals on line A by the following categories:					
	1. Mid-day meals	13375	11500	13000	14500	52375
	All meals that are not mid-day meals	5694	5693	5694	5694	22775
C.	Enter the # of mid-day meals by the following categories:					
	Prepared meals	13375	11500	13000	14500	42375
	2. Medical foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
D.	Enter the total # of non-mid-day meals by the following categories:	5694	5693	5694	5694	22775
	Prepared Meals	5694	5693	5694	5694	22775
	Evening	1569	1568	1569	1569	6275
	Breakfast	4125	4125	4125	4125	16500
	Medical Foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0_
E.,	Enter the # of meals noted on Line A by the following categories:					
	1. Holiday	0	0	0	0	0
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	800	800	800	800	3200
F,	Total # of unduplicated participant served	1400	500	500	500	2900
	1. Persons of high nutrition risk	300	100	100	100	600
	2. New persons	300	100	200	250	850
G.	# of group education sessions offered to participants	9	9	9	9	36



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Н.	Total hours of nutrition counseling:	50	30	40	45	165
	1. unduplicated persons counseled	40	40	20	20	120
	high nutrition risk persons counseled	20	10	10	10	50
	# of new persons counseled	40	20	20	20	100
I.	# of information and assistance contacts provided to participants	1200	800	800	800	3600
J.			100	200	150	850
K.	# of training sessions offered to staff/volunteers	60	60	60	60	240
L.	# of monitoring visits to assess compliance with DSAAPD requirements	0	9	0	9	18
M.	Average total meal donation:					
	1. Noon meal	2.40	2.40	2.40	2.40	2.40
	2. Breakfast	.30	.30	.30	.30	.30
	3. Medical Foods	0	0	0	0	0
_	4. Evening	2.75	2.75	2.75	2.75	2.75



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
 - C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File
Registration Number	888067
Print Name Tracy Fen	nemore
Contact Phone Number/Ema	ail 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedford	d Street
Georgetown, Delaware 1	9947
Nutrition Program Director	Florence Mason
Contact Phone Number/Em	ail 302-856-5187/Fmason@cheerde.com
Address 546 S. Bedfor	d Street
Georgetown, Delaware 1	9947

- 1. This menu must consist minimally of a 6 week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment D

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

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{2}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency	CHEER, Inc.				
Home-Deliv	ered	Congregate	X	 :	

NSI Statement	Follow-up	Risk participa nts	Non-risk participants	Staff responsibility
Health Problems	Individual Counseling	Yes	Yes	R.D.
Eat only 1 meal per day	Nutrition Education	Yes	Yes	R.D. Diet Technician
No fruits/vegetables	Nutrition Education	Yes	Yes	R.D. Diet Technician
3 or more alcoholic drinks	Refer to AA for Counseling	Yes	Yes	R.D.
Tooth / mouth problems	Refer to Nemours And local Dentists	Yes	Yes	R.D.
Eat Alone	Encourage to go To Nutrition site	Yes	Yes	R.D. Diet Technician
3 or More Prescriptions	Refer to Pharmacists	Yes	Yes	R.D.
Lost Weight	Individual Counseling	Yes	Yes	R.D.
Gained Weight	Individual Counseling	Yes	Yes	R.D.
Needs Help With Shopping	Refer to Mobile Mini Market	Yes	Yes	R.D.
Not Enough Money	Refer to Food Stamps (SNAP)	Yes	Yes	R.D.

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 participant (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities

Appendix D

Contract Budget

Agency:

Program/Service: Nutrition - Congregate Meals

October 1, 2014 - September 30, 2015

Contract Year:

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. NSIP (Commodity Food)

c. Program Income (B x D)

d. 10% Matching Funds

(E.a. ÷ 0.9) - E.a.

\$413,029 \$20,290 \$150,601 75,150 \$45,892 TOTALS Intervention Nutrition \$3,600 \$30.00 120 Staff/Vol \$5,995 Guest \$0.00 \$4.36 \$4.36 1,375 \$0 Specialized Food Medical Food \$17,256 Evening \$29,869 \$7.51 \$2.75 \$4.76 6,275 \$122,400 \$271,320 Mid-day 51,000 \$7.72 \$2.40 \$5.32 Breakfast \$108,240 \$4,950 16,500 \$0.30 \$6.56 \$6.86

Total Congregate Meals Contract Amount \$413,029

CHEER, Inc. Agency:

Nutrition - Home Delivered Meals Program/Service:

October 1, 2014 - September 30, 2015 Contract Year:

TOTALS		3,412		\$33,121
Nutrition Intervention				
Frozen Mid-Day	\$9.72	1,300		\$12,636
Shelf	\$9.41	120		\$1,129
Specialized Med. Food	\$9.17	12		\$110
Medical				
Emergency Meal				
Bag Meal Evening				
Evening				
Mid-Day	\$9.72	1,980		\$19,246
	A. Unit Cost	B. Planned Service Units	C. Total Resources Needed	a. Maximum DSAAPD Resources (A x B) \$19.246
SSBG	ď	В	ပ	

TOTALS				115,000		\$835,942	\$31,018	\$74,750	\$92,882	
Nutrition Intervention			\$30.00	20		\$600				
Frozen Mid-Day	\$7.87	\$0.65	\$7.22	33,384		\$241,063		\$21,700		
Shelf	\$9.34	\$0.65	\$8.69	3,400		\$29,559		\$2,210		
Specialized Med. Food										
Medical										
Emergency										
Bag Meal Evening										
Evening										
Mid-Day	\$7.87	\$0.65	\$7.22	78,216		\$564,720		\$50,840		
OAA Programs (With Program Income)	A. Unit Cost	B. Program Income per Unit of Service	C. DSAAPD Reimbursement Rate (A x B)	D. Planned Service Units	E. Total Resources Needed:	a. Maximum DSAAPD Resources (C x D)	b. NSIP (Commodity Food)	c. Program Income (B \times D)	d. 10% Matching Funds	(E.a + 0.9) - E.a
Οľ										

Total Home Delivered Meals Contract Amount \$869,063

Nutrition Program Nutr					BUDGE	BUDGET WORKSHEET	TET T				
Standing lemis TOTALL OAAA SSBG State Tobasco Local Cash Program Income USDA Stand State Beautis S1824 10T \$15,02 10T \$10,02 10T \$10,02 10T \$10,02 10T \$10,00 10T \$1				0	Cl Nutri ctober 1, 201	HEER, Inc. ition Progran 4 - Septemb	n er 30, 2015				
Staff Salarités SEGRA (10) \$15,825 \$10 \$0 \$15,855 \$12,855 Staff Salarités SEGRA (10) \$15,11,555 \$4,255 \$0 \$0 \$10,7244 \$25,15 Transfill Totalia SEGRA (10) \$15,11,555 \$4,255 \$0 \$0 \$10,7244 \$25,15 Transmignatur (104a) \$15,11,555 \$20,00,517 \$2,640 \$0 \$0 \$10,00 \$20,00 Orner (104a) \$15,11,510 \$1,124		Budget Items	TOTAL	OAA	SSBG	State	Торассо	Local Cash In-Kind	Program Income	USDA	Administration
Stand Fringe Benefits Stand Fringe Benefits \$5.94 B79 \$1.97 155 \$4.205 \$5.0 <	5	Staff Salaries	\$824.101	\$454,157	\$13,923	80	80	\$355	\$909		
Trinscription (Total)	C-2	Staff Fringe Benefits	\$248,879	\$137,155	\$4,205	09	80	\$107.2	\$27.0		\$0
Missage = Rate \$0.00 x 0.000 Missage = Rate Rate Rate Rate Rate Rate Rate Rate	6.3	Travel/Training (Total)	0\$	90	80	08	O o				
Contraction of the Cooler State St		Mileage = Rate \$0.00 X 0000									
Performed to the part STATE STAT		Other (specify)	COFCOGG	\$200 517	\$2 640	80	0\$		\$538		0\$
Electricity Sign	CA	Contractual (Total)	\$329,192	\$15,003	\$123						
Heathounefurthment Septiment Septime		Rent (include cost per sq. ft.)	\$69,751	\$29,498	\$171			\$40,000			
TelephoneInternent \$62,2022 \$17,200 \$17,100 \$24,4100 \$24,4100 \$24,4100 \$24,4100 \$24,100		Heat			0074				\$51		
Printing Order Se60, 227 S14, 074 S311 S41, 074 S		Telephone/Internet	\$23,052	\$22,601	\$400			\$44,100			
Printing Advertising \$18,547 \$		Utilities Other	\$60,227	\$15,895	6213			\$4,136			
Postage San Job San		Printing/Advertising	\$18,547	\$14,0/4 \$2 685	200						
Figure F		Postage	83,730	\$17.785	\$266			\$25,522			
Profitese sudif, lax return, legal \$7,219 \$7,000 \$600 \$203 \$600 \$71,739		Insurance	\$38.570	\$37,723	\$763				584		
Club Studies at Figure 1 (1997) \$20,775 \$8,790 \$233 \$11,739 \$11,039 \$11	×	Repairs	\$7.219	\$7,093	\$80			COL FFE			
Nutrition Counseling \$4,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$10,200 <td></td> <td>Prof fees-audit tax return, legal</td> <td>\$20,775</td> <td>\$8,790</td> <td>\$233</td> <td></td> <td></td> <td>80/114</td> <td></td> <td></td> <td></td>		Prof fees-audit tax return, legal	\$20,775	\$8,790	\$233			80/114			
Dietician Dietician \$17,200 \$17,200 \$17,200 \$17,200 \$17,200 \$10,500 \$10,500 \$10,500 \$10,500 \$10,500 \$10,500 \$10,500 \$200 \$10,500 \$200		Nutrition Counseling	\$4,200	\$4,200							
Dues, Permits, Vehicle tags \$6,160 \$6,000 \$10.7 \$10.045		Dietician	\$17,200	\$17,200	7076				\$43		
Other (specify) \$7284 933 \$457.142 \$12.353 \$0 \$60.500 \$223.650 \$280 \$60.500 \$223.650 \$280 \$60.500		Dues, Permits, Vehicle tags	\$6,150	26,000	2016						
Supplies \$207 \$207 \$208 Supplies \$11,822 \$11,687 \$207 \$128 \$185 Paper Supplies \$56,525 \$55,112 \$1,228 \$30,000 \$185 Medical Supplies \$40,000 \$10,000 \$10,000 \$10,000 \$10,000 Medical Supplies \$60,000 \$10,000 \$10,000 \$10,000 \$10,000 Raw Food \$25,788 \$25,267 \$498 \$10,500 \$233 Prepared Meals \$25,788 \$25,607 \$498 \$10,500 \$233 Prepared Meals \$22,788 \$11,730 \$11,608 \$89 \$10,500 \$233 Prepared Meals \$22,788 \$25,607 \$2498 \$10,500 \$233 Prepared Meals \$24,086 \$13,435 \$12,889 \$10,500 \$231,000 Equipment Other Direct Costs \$31,000 \$0 \$31,000 \$31,000 \$31,000 Equipment Costs (Total Salaries \$22,218,105 \$1,248,971 \$33,121 \$0 \$659,353 <td></td> <td></td> <td>£794 033</td> <td>\$457 142</td> <td>\$12,353</td> <td>0\$</td> <td>\$0</td> <td></td> <td>\$22</td> <td>\$51,30</td> <td>80</td>			£794 033	\$457 142	\$12,353	0\$	\$0		\$22	\$51,30	80
Paper Supplies S56.525 S56,112 S1,228 Paper Supplies S46.614 S16,185 S413 S10,000 S16 S12,3348 S12,348 S12,3	Š	-	\$11.922	\$11,687	\$207				\$28		
Medical Supplies \$46,614 \$16,185 \$413 \$30,000 \$16 Program Supplies \$608,256 \$323,848 \$9,790 \$223,312 \$12 Photocopy \$808,256 \$329,848 \$9,790 \$223,312 \$33 Raw Food Prepared Meals \$25,798 \$25,267 \$498 \$233 Veriole of Meals \$11,730 \$11,608 \$89 \$10,500 \$23 Janiforial supplies \$24,086 \$13,435 \$128 \$20 \$33 Computer supplies & access \$24,086 \$13,435 \$128 \$23 \$23 Computer supplies & access \$21,000 \$0 \$0 \$31,000 \$0 \$33 Equipment/Other Direct Costs \$31,000 \$0 \$30 \$31,000 \$30 \$31,000 \$30 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 \$0 \$0 \$0 Wio fringe x rate) \$1,558,752 \$1,248,971 \$33,121 \$0 \$0 \$659,353 \$225,352 <td></td> <td>Office Supplies</td> <td>\$56,525</td> <td>\$55,112</td> <td>\$1,228</td> <td></td> <td></td> <td></td> <td>COLP</td> <td></td> <td></td>		Office Supplies	\$56,525	\$55,112	\$1,228				COLP		
Program Supplies \$46,614 \$16,185 \$413 Program Supplies \$46,614 \$16,185 \$413 Photocopy \$608,256 \$323,848 \$9,790 \$25,790 \$25,7312 \$33 Proper and Meals \$25,798 \$25,787 \$498 \$33 \$33 Per part of Meals \$11,730 \$11,608 \$89 \$10,500 \$23 Jaminorial supplies \$24,086 \$13,436 \$12,8 \$10,500 \$23 Computer supplies \$24,086 \$13,436 \$10,500 \$10 \$10,500 \$10 Equipment/Other Direct Costs \$31,000 \$0 \$23,000 \$0 \$31,000 \$0 Equipment/Other Direct Costs (Total Salaries \$0 \$0 \$31,000 \$0 \$31,000 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 \$0 \$0 W/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 \$659,353 \$225,352 Inchal Budget \$1,648,104 \$1,6		Medical Supplies			9			330 000			
Photocopy \$0 \$0 \$0 \$0 \$223,312	Ú	Program Supplies	\$46,614	\$16,185	\$413						
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Vertical full, gas, etc.) \$11,720 \$11,608 \$89 \$128 \$1		Prepared Meals	825 798	\$25,267	\$498				833		
Computer Supplies & access \$24,086 \$13,435 \$128 \$128 \$12,500 \$5.50 \$10,500 \$2.50 \$10,500 \$2.50 \$10,500 \$1.500		Venicle (oil, gas, etc.)	\$11.730	\$11,608	\$89			4			
Equipment/Other Direct Costs \$31,000 \$0 \$31,000 \$0 (Total) \$31,000 \$0 \$31,000 \$0 Equipment Other (specify) \$1,000 \$0 \$0 \$2,000 Other (specify) Indirect Costs (Total Salaries w/o fringe x rate) \$0 \$0 \$0 \$0 Indirect Costs (Total Salaries x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$6 \$659,353 \$225,352 Total Budget \$1,558,752 \$1,558,752 \$2,25,352 \$225,352 \$225,352		Computer supplies & access	\$24,086	\$13,435	\$128			DC,UT&			
Equipment \$31,000 Solitor So	ပ်	1	\$31,000	20	80	\$0			¢)		0\$
Other (specify) \$0 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 W/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$659,353 \$225,352 Total Budget \$1,558,752 \$1,558,752 \$1,558,752 \$1,558,752		Fourment	\$31,000					00,100			
Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 w/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$659,353 \$225,352 Total Budget \$1,558,752 \$1,558,752 \$2,218,104 \$2,218,104 \$2,218,104		Other (specify)									
w/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$659,353 \$225,352 Total Budget \$1,558,752 \$1,558,752 \$1,558,752 \$1,558,752 \$1,558,752	5		6	5	80						
Total Budget w/o \$1,558,752			\$2 218 105	\$1 248 9	\$33,121						
Local Cash / In Kind	3	210	\$1.558 752								
	ز										

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

C-1 Staff Salaries

Amount charged to DSAAPD

\$468,080

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

Distribution of program salaries among the Congregate, Homebound, and SSBG Homebound programs was based on actual meal types (Con, T3HB, SSBG) (and MedWaiver HB not included in this budget) served from October 1, 2013 - March 31, 2014 in each individual senior center. Distribution of administrative salaries was based on amount of time spent on each program.

Title III Congregate salaries decreased from \$156,542 to \$147,731, or \$8,811 (5.6%) partly due to the increase in MedWaiver Homebound meals. Salaries paid with project income increased from \$574 to \$909 in FY15. Local salaries decreased from \$318,341 to \$314,159, or \$4,182 (1.3%).

Title III Homebound salaries decreased from \$312,250 in FY14 to \$306,426 in FY15. The reduction in Title III salaries due to the increase in MedWaiver Homebound meals. SSBG Salaries increased slightly from \$13,761 to \$13,923, or \$162 (1%) mainly due to the reduction of SSBG clients; therefore the allocation rate was reduced. Local salaries increased from \$39,679 to \$40,953, mainly due to reduction of staff allocated to Title III Homebound program due to the increase in MedWaiver allocations.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD __

\$141,360

Fringe Benefits Rate

30%

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.

Title III Congregate fringe benefits and payroll taxes increased \$9,518 (27%) from \$35,097 to \$44,615. Project Income fringes increased from \$129 to \$275, or \$146 and Local Congregate increased \$23,504 from \$71,372 to \$94,876. Total taxes and fringes rate increased from 22.42% to 30.2%. A tax rate for FICA remains the same at 7.65% and is included for all employees. Workers' compensation rate for senior center staff, kitchen staff, and drivers increased to 3.12% and 0.51% for office staff (a change from last year's 2.17% and 0.31%). The Affordable Care Act implications has increased our costs for medical expenses by \$9,665 for Title III Congregate, \$82 for Project Income and \$23,604 for Local Congregate. All full time staff are eligible to participate in the Retirement savings program which matches employee contributions 2:1 up to 5% of the employees gross pay. Life insurance for full-time staff is included at an approximate rate of \$5/month.

Homebound fringe benefits and payroll taxes increased from \$73,379 to \$92,541 or \$19,162. SSBG's increased from \$3,234 to \$4,205, or \$971 and Local Homebound decreased to \$9,325. Total taxes and fringes rate increased from 23.5% to 30.2%. A tax rate for FICA remains at 7.65% and is included for all employees. Workers' compensation rate for senior center staff, kitchen staff, and drivers increased to 3.12% and 0.51% for office staff (a change from last year's 2.17% and 0.31%). The Affordable Care Act implications has increased our costs for medical expenses by \$16,852 for Title III Homebound, \$900 for SSBG Homebound and \$1,694 for Local Homebound. All full time staff are eligible to participate in the Retirement savings program which matches employee contributions 2:1 up to 5% of the employees gross pay. Life insurance for full-time staff is included at an approximate rate of \$5/month.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

ravel / Training		Amount charged to DSAAPD	\$0
explain how the following trease from previous	ng costs were det contract year.	termined, what is included in the costs and justify ar	ny
Mileage*			
Mileage	Rate	Total Mileage =\$0.00	
		Amount charged to DSAAPD	\$0
DSAAPD maximum all	owable mileage ra	te is \$0.40/mile	
Legining		Amount charged to DSAAPD	\$0
Fraining		Amount charged to DSAAPD	\$0
Training		Amount charged to DSAAPD	\$0
Training		Amount charged to DSAAPD	\$0
Training		Amount charged to DSAAPD	\$0
Other (specify)		Amount charged to DSAAPD Amount charged to DSAAPD	\$0 \$0

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

C-4 Contractual

Amount charged to DSAAPD

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
Milton CHEER Healthy Lifestyles Center	2059	\$7.83	\$16,116
			\$0
			\$0
			\$0
		Total Rent	\$16,116
Total Months Charged to Rent:	12	Monthly Rent	\$1,343

Rent - Additional Narrative

Amount charged to DSAAPD

\$16,116

Milton CHEER Healthy Lifestyles Center includes a fully equipped kitchen and meeting/dining area.

Title III Congregate rent decreased from \$11,677 to \$11,673 or \$4 annually. Project Income rent increased from \$23 to \$27 or \$4 annually. Total Congregate rent did not increase.

Title III Homebound rent decreased from \$4,894 to \$4,320 or \$594 annually. SSBG Homebound rent decreased from \$165 to \$123 or \$42 annually.

Actual rent for FY15 will be \$1,500/month.

Electricity

Amount charged to DSAAPD

\$29,669

Only 31% of electric bills are being charged to DSAAPD. This reduced charge is due to lack of DSAAPD funding, despite the increase in electricity costs. Amounts are based on actual expenses from October 1, 2013 - March 2014. Title III Congregate Electricity increased from \$17,169 to \$18,152, or \$983. Project Income Electricity increased from \$31 to \$82, or \$51. Local funds of \$40,000 are being utilized to help fund the Congregate costs. Title III Homebound Electricity increased from \$6,059 to \$11,517. SSBG Homebound Electricity decreased from \$204

to \$171. Heat

Amount charged to DSAAPD

\$0

Telephone/Internet

Amount charged to DSAAPD

\$23,001

Telephone & internet costs include phone lines, fax, email access, internet access, and designated lines for security systems at senior centers and a portion of admin telephone prorated on the basis of the agency's total revenue. Amounts are based on actual expenses from October 1, 2013 - March 2014.

The amount charged to Title III Congregate decreased in FY15 from \$8,827 to \$8,740, or \$87. The amount charged to Project Income decreased in FY15 from \$146 to \$51, or \$95.

The amount charged to Title III Homebound decreased in FY15 from \$14,004 to \$13,861, or \$143. The amount charged to SSBG Homebound decreased in FY15 from \$471 to \$400, or \$71.

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

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

\$16.014

Includes a 32% portion of actual costs for cleaning senior centers and the cost of trash removal being charged to DSAAPD. Amounts are based on actual expenses from October 1, 2013 - March 2014.

The amount charged to Title III Congregate increased in FY15 from \$11,290 to \$11,886, or \$596. The amount charged to Project Income increased in FY15 from \$60 to \$113, or \$53, Also \$34,300 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound increased slightly in FY15 from \$3,910 to \$4,009, or \$99. The amount charged to SSBG Homebound decreased in FY15 from \$485 to \$119, or \$366. Also \$9,800 of the expenses are paid for with other agency funds due to lack of Title III and SSBG funding.

Printing/Advertising

Amount charged to DSAAPD

\$14,387

Printing and advertising costs are calculated based on portions of the total agency budget attributed to senior centers from October 1, 2013 - March 2014. Cost includes a portion of printing brochures to distribute to the public to market our services and recruit volunteers.

The amount charged to Title III Congregate decreased in FY15 from \$6,373 to \$3,234, or \$3,139. The amount charged to Project Income decreased in FY15 from \$92 to \$24, or \$68. Also \$4,136 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound increased in FY15 from \$1965 to \$10,840. The amount charged to SSBG Homebound decreased in FY15 from \$602 to \$313, or \$289.

Postage

Amount charged to DSAAPD

\$3,730

Postage is based on costs from October 1, 2013 - March 31, 2014 attributed to senior centers and a part of administrative postage split in proportion to the agency's total revenue.

Title III Congregate costs increased in FY15 from \$750 to \$1,419, or \$669. Project Income costs increased in FY15 from

Title III Homebound costs increased in FY15 from \$1,300 to \$2,246. SSBG Homebound costs increased in FY15 from \$60 to \$65.

Insurance

Amount charged to DSAAPD

\$18,051

Insurance includes auto, commercial liability, property, umbrella, D&O, and mechanical breakdown insurance attributed to senior centers and a portion of administrative prorated based on the agency's revenue.

The amount charged to Title III Congregate increased from \$7,257 in FY14 to \$8,529 in FY15. The amount charged to Project Income increased from \$43 in FY14 to \$49 in FY15. Also \$25,522 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound decreased \$2,939 from \$12,195 in FY14 to \$9,256 in FY15. The amount charged to SSBG Homebound decreased from \$410 in FY14 to \$266 in FY15.

Repairs

Amount charged to DSAAPD

\$38,486

Line item includes repairs to equipment and vehicles attributed to the nutrition program and a portion of administrative expenses prorated based on agency's total revenue.

Title III Congregate repair costs increased in FY15 from \$13,493 to \$19,220 based on actual expenses 10/13-3/14 distributed among all meal types. Project Income costs decreased from \$124 to \$84 for FY15.

Title III Homebound repair costs decreased in FY15 from \$25,821 to \$18,503 based on actual expenses 10/13-3/14. SSBG Homebound costs decreased from \$894 to \$763 for FY15.

Equip Storage & rental

Amount charged to DSAAPD

Costs are based on actual expenses from October 1, 2013 - March 2014 which include rental of postage meter and photo copiers for senior centers and a portion of storage rental for document retention which is prorated based on total revenue for the agency.

Title III Congregate costs increased from \$3,838 in FY14 to \$4,341 in FY15. Project Income costs increased from \$38 in FY14 to \$46 in FY15. Title III Homebound costs increased from \$2,607 in FY14 to \$2,752 in FY15. SSBG Homebound costs decreased from \$87 in FY14 to \$80 in FY15.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

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.

Prof fees-audit, tax return

Amount charged to DSAAPD

\$9.023

Cost includes a portion of annual audit, tax return preparation, and legal fees prorated based on total agency revenue. Title III Congregate costs decreased from \$1,634 in FY14 to \$1,503 in FY15. Project Income costs decreased from \$28 in FY14 to \$13 in FY15. Also \$11,739 of the expenses are paid for with other agency funds due to lack of Title III funding. Title III Homebound costs decreased from \$7,504 in FY14 to \$7,287 in FY15. SSBG Homebound costs decreased from \$252 in FY14 to \$233 in FY15.

Nutrition Counseling

Amount charged to DSAAPD

\$4,200

The hourly rate for the Registered Dietician remains the same at \$30/hr; however, the number of hours for congregate were reduced from 165 hours in FY14 to 120 hours in FY15 based on actual hours provided from October 2013 - March 2014.

The hourly rate for the Registered Dietician remains the same at \$30/hr; however, the number of hours for HDM were reduced from 96 hours in FY14 to 20 hours in FY15 based on actual hours provided from October 2013 - March 2014.

Dietician

Amount charged to DSAAPD

\$17,200

Costs remain the same for the Registered Dietician and Dietetic Technician as FY14.

Dues, Permits, Vehicle ta

Amount charged to DSAAPD

\$6,107

Costs include Nutrition's portion of association dues, subscriptions to newspapers, subscription for upgrades to accounting software, and vehicle tag renewals. Title III Congregate costs increased from \$914 to \$2,303 in FY15. Project Income costs increased from \$15 to \$43 in FY15. Title III Homebound costs increased from \$1,550 to \$3,697 in FY15. SSBG Homebound costs increased from \$52 to \$107 in FY15.

Other (specify)

Amount charged to DSAAPD

\$0

Additional Contractual Narrative

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

C-5 Supplies

Amount charged to DSAAPD

\$469,495

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

Office Supplies are those associated with senior centers and administrative prorated based on agency revenue. Costs include general office supplies such as pens, pencils, highlighters, file folders, staples, printer cartridges, copier cartridges, etc. Title III Congregate costs increased slightly from \$4,248 to \$4,518 in FY15 based on actual expenses from October 2013 to March 2014. Project Income costs decreased from \$73 to \$28 in FY15. Title III Homebound costs increased from \$6,742 to \$7,169 in FY15 based on actual expenses from October 2013 to March 2014. SSBG Homebound costs decreased from \$227 to \$207 in FY15.

Paper Supplies

Amount charged to DSAAPD

\$56,340

Costs include paper bags, sandwich bags, plastic wrap, aluminum foil, trays, napkins, etc. (Copy paper is included in Office Supplies). Title III Congregate Paper costs increased slightly from \$10,608 to \$10,651 in FY15 based on current expenses and based the number of meals funded by DSAAPD. Project Income Paper costs increased from \$142 to \$185. Title III Homebound Paper costs increased from \$44,444 to \$44,461, or \$17 in FY15 based on current expenses and based the number of meals funded by DSAAPD. SSBG Homebound Paper costs decreased from \$1,498 to \$1,228.

Medical Supplies

Amount charged to DSAAPD

\$0

Amount charged to DSAAPD

\$16,598

Program Supplies Costs include hair nets, gloves, place mats, cooking utensils, table covers, etc. Also included are supplies for activities funded with Local funds of \$30,000. Program Supplies funded by Title III Congregate decreased from \$7,970 in FY14 to \$7,847 in FY15 based on actual expenses incurred from October 2013 -March 2014. Program Supplies funded by Project Income decreased from \$80 to \$16. Program Supplies funded by Title III Homebound decreased from \$8,617 in FY14 to \$8,338 in FY15 based on actual expenses incurred from October 2013 - March 2014. Program Supplies funded by SSBG Homebound decreased from \$2,203 to \$413.

Photocopy

Amount charged to DSAAPD

\$0

Raw Food

Amount charged to DSAAPD

\$333,638

Raw Food costs funded by Title III Congregate decreased from \$76,061 to \$67,914 due to 725 fewer meals being served. Actual is based on costs from October 2013 - March 2014. Project Income raw food costs decreased from \$153,588 to \$148,567 in FY15. USDA Commodities are included at about \$0.27/meal based on commodities received so far in FY14. Raw Food costs funded by Title III Homebound decreased from \$276,327 to \$255,789, based on actual costs from October 2013 - March 2014 per meal. SSBG Homebound raw food costs also decreased from \$12,098 to \$9,790. USDA Commodities are included at about \$0.257/meal based on commodities received so far in FY14.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Explain how the follo	owing costs were de	etermined, what is in	cluded in the	costs and justify	any
increase from previo	ous contract year.				
Prepared Meals		Amo	ount charged	to DSAAPD	\$0
Price per Mea		# of Meals		Total	\$0
Vehicle (Oil, Ga	s, Etc.)			to S7 168 in FY1	\$25,765
expenses from Octo	ber 2013 - March 2	2014. Project Income	e Vehicle cost	ts decreased from	n \$61 to \$33.
expenses from Octo Title III Homebound	ber 2013 - March 2 Vehicle costs incre	2014. Project Income eased from \$15,126 i 2014. SSBG Homebo	e Vehicle cost n FY14 to \$18 ound Vehicle (ts decreased from 8,099 in FY15 bas costs decreased f	n \$61 to \$33. sed on actual from \$558 to
expenses from Octo Title III Homebound expenses from Octo \$498. Janitorial suppl	ber 2013 - March 2 Vehicle costs incre ber 2013 - March 2	2014. Project Income eased from \$15,126 i 2014. SSBG Homebo	e Vehicle cost n FY14 to \$18 ound Vehicle o	ts decreased from 8,099 in FY15 bas costs decreased t	n \$61 to \$33. sed on actual from \$558 to \$11,697
expenses from Octor Title III Homebound expenses from Octor \$498. Janitorial suppl Janitorial Supplies of decreased from \$66 clean senior centers	vehicle costs incresored ber 2013 - March 2013 - March 2013 - March 2013 - March 2014 - March 2015 - March 20	2014. Project Income eased from \$15,126 is 2014. SSBG Homebo Amo Congregate increased tis based on actual plies charged to Title reased from \$110 to	e Vehicle cost in FY14 to \$18 ound Vehicle of bunt charged d from \$7,734 expenses from III Homebour	ts decreased from 8,099 in FY15 bas costs decreased to to DSAAPD to \$8,469. Proje m October 2013 - nd decreased from	sed on actual from \$558 to \$11,697 ect Income costs March 2014 to n \$3,263 to
expenses from Octo Title III Homebound expenses from Octo \$498. Janitorial suppl Janitorial Supplies of decreased from \$66 clean senior centers \$3,139. SSBG Hom from October 2013	ies charged to Title III Costs. Janitorial Supplebound costs decreased acc	Ame Congregate increase t is based on actual offices charged to Title reased from \$110 to ean senior centers.	e Vehicle cost in FY14 to \$18 bund Vehicle of d from \$7,734 expenses from III Homebour \$89. Total co	ts decreased from 8,099 in FY15 bas costs decreased in to DSAAPD to \$8,469. Project of decreased from ost is based on action DSAAPD.	\$11,697 ect Income costs March 2014 to n \$3,263 to ctual expenses

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Equipment & Other Direct Costs	Amount charged to DSAAPD	\$0
Explain how the following costs were determined, what increase from previous contract year.	is included in the costs and justify any	
	Amount charged to DSAAPD	\$0
\$31,000 of Equipment funded by Local monies to help monies were requested for this line item.	replace old equipment is included. No E	DSAAPD
Other (specify)	Amount charged to DSAAPD	\$0
		1
Explain how PROGRAM INCOME was determined:		225,352
Program Income is based on average actual monies of Congregate Program Income increased from an overal Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Income	eceived per meal October 2013 - March all average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently
Program Income is based on average actual monies re Congregate Program Income increased from an overal Program Income decreased from \$0.70/meal in FY14	eceived per meal October 2013 - March all average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March all average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound is currently aw Food.
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March all average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound is currently aw Food.
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March all average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound is currently aw Food.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Column H Local Cash & In-Kind

MATCHING FUNDS (OAA Funding ONLY)

**Total Amount of Local Cash/ln-kind (Cell H45 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell H48 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/ln-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/ln-Kind allocated on the "Budget Worksheet".

IN-KIND CONTRIBUTIONS

Detailed Description of Revenue Sources Used as Match		Amount
	TOTAL	60
	TOTAL	\$0

LOCAL CASH

Detailed Description of Revenue Sources Used as Match		Amount
Grant-in-aid - Congregate		\$565,232
Grant-in-aid - HDM		\$63,558
Other Homebound program donation not from clients		\$31,000
	TOTAL	\$659,790

TOTAL AMOUNT OF LOCAL CASH / IN-KIND MATCH NEEDED

	FINAL BUDGET	H		
CHEE Nutrit Octok	CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015			
	BUDGET ITEMS	BUDGET		
2-1 St	C-1 Staff Salaries	\$824,101		
C-2 St	C-2 Staff Fringe Benefits	\$248,879		
C-3 Tr	C-3 Travel/Training	\$0		
24	C-4 Contractual	\$329,192		
C-5 Si	C-5 Supplies	\$784,933		
9-0	C-6 Equipment/Other Direct Costs	\$31,000		
C-7 ln	C-7 Indirect Costs (Total Salaries w/o Fringe x Rate)	\$0		
C-8 T	C-8 Total Budget (Including Local Cash / In-Kind)	\$2,218,105		
C-9 Te	Total Budget w/o Local Cash / In-Kind	\$1,558,752		
13			OAA	SSBG
۵	Planned Units of Service	193,562	190,150	3,412
۵	Planned Program Income	\$225,352		
0	Other Resources (USDA Commodities)	\$51,308		
Q	DSAAPD Resources Needed	\$1,282,092		
	Total Resources w/o local cash/in-kind	\$1,558,752		
	Other Resources (USDA Commodities)	d Program Income - Other	Resources (USDA C	commodities)
	SAAPU Resources Needed = (0-9) Idial budges who bods of the control of the contro		NAME OF THE OWNER OWNER OF THE OWNER OWNE	SCORE LANGE CONTROL OF THE PERSON OF THE PER

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CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

Contract Contract Variance \$483,127 \$468,989 - \$110,585 \$141,635 2 \$194,344 \$203,695 - \$1582,585 \$744,433 - **OLocal Cash / In-Kind \$1,582,585 \$1,558,752 **Inces) \$1,286,228 \$1,282,092 **Sted \$1,286,228 \$1,582,352 **Sted \$1,582,585 \$1,582,585 **St,582,585 \$1,582,752 **St,582,585 \$1,582,752 **St,582,585 \$1,582,752 **St,582,585 \$1,582,752 **St,582,752 \$1,582,752 **St,582,752 \$1,582,752 **St,582,752 \$1,582,752	į	Projected Contract Expenses W/o Local Cash/ Ill-Mile	liaille Times	300000	
\$483,127 \$468,989 \$	1		Contract	Contract	Variance
\$110,585 \$141,635 \$2 \$194,344 \$203,695 \$794,529 \$744,433 \$794,529 \$794,529 \$744,433 \$794,529 \$794,529 \$794,433 \$794,582,585 \$1,582,585 \$1,583,752 \$794,584,228 \$1,286,228 \$1,282,092 \$794,584,358 \$1,582,362 \$1,582,585 \$1,582,585 \$1,582,585 \$1,582,585 \$1,582,585 \$1,582,585 \$1,582,585 \$1,93,562 \$1,	1		\$483,127	\$468,989	-2.9%
Fringe Benefits # 15,00	-	Salary	\$110 585	\$141 635	28.1%
\$194,344 \$203,695 \$794,529 \$744,433 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	2.	Fringe Benefits	9	9	
\$194,344 \$203,695 \$744,433 \$0 \$1,00	က်	Travel / Training		0	/00/
\$1,582,585 \$744,433 \$1,00 Local Cash / In-Kind \$1,582,585 \$1,558,752 \$1,28d \$1,282,092 \$1,286,228 \$1,582,362 \$1,582,585 \$1,583,752 \$1,582,585 \$1,583,752 \$1,582,585 \$1,583,752 \$1,93,562 \$	4	Contractual	\$194,344	\$203,695	28.8
\$0 w/o Local Cash / In-Kind \$1,582,585 \$1,558,752 \$ sted \$1,582,585 \$1,582,092 \$1,286,228 \$1,282,092 \$1,582,585 \$1,582,352 \$1,582,585 \$1,582,585 \$1,582,585 \$1,582,585 \$1,93,562 \$1,	4	Supplies	\$794,529	\$744,433	-6.3%
w/o Local Cash / In-Kind \$1,582,585 \$1,558,752 sted \$1,286,228 \$1,282,092 \$1,586,435 \$1,558,752 \$1,582,585 \$1,582,585 \$1,582,582 \$1,582,585 \$1,582,585 \$1,583,752 \$1,93,562 \$1,9	4	Fallinment / Other Direct Costs		0\$	
w/o Local Cash / In-Kind \$1,582,585 \$1,558,752 ources) sted \$1,286,228 \$1,282,092 \$237,922 \$225,352 \$1,582,585 \$1,558,752 \$1,93,562	1			\$0	
Project Revenue (Funding Sources) \$1,286,228 \$1,282,092 Total DSAAPD Funds Requested \$1,286,228 \$1,282,092 Other Revenue Sources \$58,435 \$51,308 UsDA \$237,922 \$225,352 Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service \$193,562	otal		\$1,582,585	\$1,558,752	-1.5%
Total DSAAPD Funds Requested \$1,286,228 \$1,282,092 ■ Final Budget \$58,435 \$51,308 Other Revenue Sources \$58,435 \$51,308 ■ USDA \$237,922 \$225,352 Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service 197,753 193,562	B	Project Revenue (Funding Sources)			
■ Final Budget \$1,286,228 \$1,282,092 Other Revenue Sources \$58,435 \$51,308 ■ USDA \$237,922 \$225,352 Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service 197,753 193,562		Total DSAAPD Funds Requested			
Other Revenue Sources \$58,435 \$51,308 ■ USDA \$237,922 \$225,352 Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service 197,753 193,562		■ Final Budget	\$1,286,228	\$1,282,092	-0.3%
■ USDA		Other Revenue Sources			
■ Project Income Total Contract Revenue Total Contract Revenue #1,582,585 #1,558,752 #1,558,752 #1,558,752		■ USDA	\$58,435	\$51,308	-12%
Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service 193,562		100	\$237,922	\$225,352	-5.3%
Units of Service 193,562		Total Contract Revenue	\$1,582,585	\$1,558,752	-1.5%
Units of Service			197.753	193,562	-2.1%
۱	ان		Contract Expenses		

CONGREGATE NUTRITION WORKSHEET

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

Budget Items	TOTAL			Meal Type and O	Medical	Special	Staff/Vol	Nutrition
Budgetitems	IOTAL	Breakfast	Mid-day	Evening	Foods	Foods	Guest	Intervention
C-1 Staff Salaries	\$462,799	\$101,302	\$326,302	\$34,286			\$909	
-2 Staff Fringe Benefits	\$139,766	\$31,001	\$97,116	\$11,374		40	\$275 \$0	\$(
3-3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	30	- P
Mileage = Rate X Miles	\$0							
Training	\$0							
Other (specify)	\$0					60	\$538	\$3,600
C-4 Contractual (Total)	\$221,075	\$47,918	\$151,065	\$17,954	\$0	\$0	\$27	90,000
Rent (include cost per sq. ft.)	\$11,700	\$2,611	\$8,069	\$993			\$82	
Electricity	\$58,234	\$12,406	\$41,300	\$4,446			\$02	
Heat	\$0						\$51	
Telephone/Internet	\$8,791	\$1,955	\$6,041	\$744			\$113	
Utilities Other	\$46,299	\$10,329	\$31,929	\$3,928			\$24	
Printing/Advertising	\$7,394	\$1,649	\$5,094	\$627			\$6	
Postage	\$1,425	\$317	\$981	\$121			\$49	
Insurance	\$34,100	\$7,615	\$23,540	\$2,896				
Repairs	\$19,304	\$4,299	\$13,286	\$1,635			\$84	
Equip Storage & rental	\$4,387	\$970	\$3,001	\$370			\$46	
Prof fees-audit, tax return, legal	\$13,255	\$2,961	\$9,154	\$1,127			\$13	\$3,60
Nutrition Counseling	\$3,600							\$2,00
Dietician	\$10,240	\$2,290	\$7,079	\$871				
Dues, Permits, Vehicle tags	\$2,346	\$516	\$1,591	\$196			\$43	
Other (specify)	\$0							
C-5 Supplies (Total)	\$325,512	\$63,838	\$223,750	\$33,280	\$0	\$0	\$4,644	\$
Office Supplies	\$4,546	\$1,011	\$3,123	\$384			\$28	
Paper Supplies	\$10,836	\$2,382	\$7,363	\$906			\$185	
Medical Supplies	\$0	7						
Program Supplies	\$37,863	\$8,465	\$26,164	\$3,218			\$16	
	\$0							
Photocopy.	\$237,064	\$44,127	\$162,826	\$25,785			\$4,326	
Raw Food	\$0	***********						
Prepared Meals	\$7,201	\$1,603	\$4,955	\$610			\$33	
Vehicle (oil, gas, etc)	\$8,502	\$1,894	\$5,855	\$720			\$33	
Janitorial supplies	\$19,500	\$4,356	\$13,464	\$1,657			\$23	
Computer supplies & access		94,000	\$10,101					
C-6 Equipment/Other Direct Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
(Total)	\$0		-					
Equipment	\$0							
Other (specify)								
C-7 Indirect Costs (Total Salaries	\$0							
w/o fringe x rate)	\$1,149,152	\$244,059	\$798,233	\$96,894	\$0	\$0	\$6,366	\$3,60
C-8 Total Budget	\$1,145,102	Q244,000		1,000,000,000			_	
Older Americans Act	\$413,029	\$108,240	\$271,320	\$29,869		1	\$0	
Units of Service	75,150	16,500	51,000	6,275			1,375	
Reimbursement Rate	,0,100	\$6.56	\$5.32	\$4.76			\$0.00	\$30.
Reimbursement reate								
SSBG	\$0							
Units of Service	0							
Reimbursement Rate								
Reimbursement Kate								
0.4	\$0							
State	0							
Units of Service								
Reimbursement Rate							100	
	\$0							
Tobacco	0							
Units of Service	v							
Reimbursement Rate								
	0.450.004	04.050	\$122,400	\$17,256			\$5,99	5
Program Income	\$150,601		51,000	6,275			1,37	5
Units of Service	75,150			\$2.75			\$4.3	
Per Meal		\$0.30	\$2.40	Ψ2.13			1,010.00	
	2002		640 770	\$1,694			\$37	1
USDA Commodities	\$20,290		\$13,770	6275			1,37	
Units of Service	75,150					X X	\$0.2	
Per Meal		\$0.27	\$0.27	\$0.27			, J.E.	
				040.075				
Local	\$565,232	\$126,414	\$390,743	\$48,075				1

HOME DELIVERED NUTRITION WORKSHEET

CHEER, Inc. October 1, 2014 - September 30, 2015 Nutrition Program

							n Interventions			
Budget Items	TOTAL	Mid-Day Meals	Evening Meals	Bag Meal Evening	Emergency Meals	Medical Food	Special Med. Food	Shelf Stable	Frozen Mid-Day	Nutrition Intervention
C-1 Staff Salaries	\$361,302	\$240,807	Modio		1110010		\$49	\$15,811	\$104,635	
C-2 Staff Fringe Benefits	\$109,113	\$73,340					\$13	\$3,970	\$31,790	
C-3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(
Mileage = Rate X Miles	\$0									
Training	\$0									
Other (specify)	\$0							******		200
C-4 Contractual (Total)	\$108,117	\$72,774	\$0	\$0	\$0	\$0	\$6	\$3,105	\$31,632	\$600
Rent (include cost per sq. ft.)		\$3,010					\$1	\$132 \$241	\$1,301 \$3,959	
Electricity	\$11,517	\$7,316					21	⊅241	\$3,959	
Heat	\$0	60.700					\$2	\$412	\$4,057	
Telephone/Internet	\$14,261	\$9,790 \$9,471					ΨΖ	\$415	\$4,042	
Utilities Other	\$13,928 \$11,153	\$7,622						\$375	\$3,156	
Printing/Advertising Postage	\$2,311	\$1,567						\$66	\$678	
Insurance	\$9,522	\$6,450					\$1	\$282	\$2,789	
Repairs	\$19,266	\$13,163					\$2	\$562	\$5,539	
Equip Storage & rental	\$2,832	\$1,928						\$83	\$821	
Prof fees-audit, tax return, leg		\$5,111						\$222	\$2,187	
Nutrition Counseling	\$600	33.00								\$600
Dietician	\$6,960	\$4,734						\$206	\$2,020	
Dues, Permits, Vehicle tags	\$3,804	\$2,612						\$109	\$1,083	
Other (specify)	\$0									
C-5 Supplies (Total)	\$459,420	\$312,469	\$0	\$0	\$0	\$0	\$42	\$11,879	\$135,030	\$(
Office Supplies	\$7,376	\$5,000					\$1	\$213	\$2,162	
Paper Supplies	\$45,689	\$31,016					\$2	\$1,269	\$13,402	
Medical Supplies	\$0								20.455	
Program Supplies	\$8,751	\$6,046					\$1	\$249	\$2,455	
Photocopy	\$0						200	60.004	6100 200	
Raw Food	\$371,193	\$252,513					\$36	\$9,364	\$109,280	
Prepared Meals	\$0	515.551					\$2	6664	\$5,443	
Vehicle (oil,gas, etc)	\$18,597	\$12,601					32	\$551 \$96	\$945	
Janitorial supplies	\$3,228	\$2,187						\$137	\$1,343	
Computer supplies & access		\$3,106						\$137	91,040	
C-6 Equipment/Other Direct Co		620.700	\$0	\$0	\$0	\$0	\$0	\$1,500	\$8,800	S
(Total)	\$31,000 \$31,000	\$20,700 \$20,700	200	Φ0	- 00	Ψ0	40	\$1,500	\$8,800	
Equipment (charify)	\$0	\$20,700						\$1,000	\$0,000	
Other (specify) C-7 Indirect Costs (Total Salaries										
fringe x rate)	\$0	1								
C-8 Total Budget	\$1,068,952	\$720,090	\$0	\$0	\$0	\$0	\$110	\$36,265	\$311,887	\$60
Older Americans Act	\$835,942	\$564,720						\$29,559	\$241,063	\$60
Units of Service	115,000	78,216						3,400	33,384	2
Reimbursement Rate		\$7.22						\$8.69	\$7.22	\$30.0
SSBG	\$33,121	\$19,246					\$110	\$1,129	\$12,636	
Units of Service	3,412	1,980					12	120	1,300	
Reimbursement Rate		\$9.72					\$9.17	\$9.41	\$9.72	
4						2 1				
State	\$0									
Units of Service	0									
Reimbursement Rate										
						- 0				
Tobacco	\$0									
Units of Service	0									
Reimbursement Rate										
Program Income	\$74,750	\$50,840			-			\$2,210	\$21,700	
Units of Service	115,000							3400	33,384	
Per Meal	113,000	\$0.65		100				\$0.65	\$0.65	
Crivicui		\$0.00								
USDA Commodities	\$31,018	\$21,653							\$9,365	
Units of Service	114,880								34,684	
Per Meal		\$0.27							\$0.27	
Local	\$94,121	\$63,631						\$3,367	\$27,123	

Appendix E

DSAAPD Policy Manual for Division Contracts http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf (Included by Reference)

DSAAPD Policy Manual for Division Contracts – Nutrition http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf (Included by Reference)

Appendix F

DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G

Work Plan

Home-Delivered Meal Program Work Plan

Service Goal:

CHEER, Inc. provides a Home-delivered Meal Service which provides nutritionally balanced meals that meets one-third of the daily Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and the nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) for persons in Sussex County who are 60 and older and to their spouses regardless of age who reside in the home and is the caregiver of the eligible person. The project requires proof of age for persons participating in the program as specified by DSAAPD.

Home-delivered meals and other nutrition services are provided to person who are over 60 years of age or older who are homebound due to accident, illness, or frailty; unable to prepare meals due to limited mobility, inability to safely prepare meals, psychological or mental impairment, lack of knowledge and/or skills to select and prepare nourishing and well-balanced meals; and without the support of family, friends, or other community services to provide them with meals.

During the first six months of Fiscal Year 2014, the following statistical results are provided indicating the targeted population characteristics and the Project's service priorities:

HOMEBOUND	NUMBER	PERCENTAGE
Number of Unduplicated Count	617	100%
Persons above age 75	421	68%
Frail/Disabled Persons	300	49%
Rural Elderly	617	100%
Minority Persons	161	26%
Low-income Minority Persons	80	50%
Low- income Non-Minority Persons	149	33%

Service Area and Locations:

Homebound services are provided from eight (8) nutrition sites throughout Sussex County: Bridgeville Senior Center, Georgetown CHEER Center, Greenwood CHEER Center, Laurel Senior Center, Long Neck Pelican Cove CHEER Center, Roxana CHEER Center, Milton CHEER Center (formerly Slaughter Neck CHEER Center) and the Coastal Leisure CHEER Center. Service locations, addresses, available space, accessibility and hours/days of operation as well as staff are outlined in the Congregate section of this proposal. A written agreement between the Bridgeville Senior Center and CHEER, Inc. and the Laurel Senior Center and CHEER, Inc. has been developed and specifies that those centers will comply with all DSAAPD standards required to operate a Homedelivered Meal Program from their centers including the assessments and reassessments of clients.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan To Meet Service Standards:

The Home-Delivered meal program prepares low cost meals utilizing the maximum allotment of USDA commodities at a central kitchen which is located in the Georgetown State Service Center. The foods are prepared in bulk and transported to the eight nutrition sites which provide home-delivered meals to clients. Specifications for raw foods which are purchased are in place and adhered too and meet DSAAPD standards. The central production kitchen and each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Director semi-annually to assure that the preparation, handling and serving of food meet compliance with State, local health laws and ordinances. The agency complies with the 2014 Delaware FDA Food Code Guidelines as required by DSAAPD. To preserve the nutritional value of the prepared foods and keep the holding temperatures to a minimum, the foods are transported in specialized vans with electrical converter boxes which enable the project to maintain temperatures of the foods during transport. When the food arrives at the nutrition site, it is immediately packed into the home-delivered meal containers. Volunteers or other appropriate personnel deliver the meals to the homes of eligible homebound older persons residing in Sussex County five days each week. Those homebound in need of weekend meals receive two frozen meals on Friday for the weekend.

Meal temperature checks are made and recorded on temperature logs when the food is produced and shipped from the central kitchen to the nutrition sites. The temperatures are taken and recorded when the food arrives at the nutrition sites and again at the time of the service of the meals in the sites. Deliverers of the homebound meals record the temperature of the meal when delivery is made at the last homebound delivery site. Any identified problems are documented immediately and reported to the Project Director who institutes corrective action immediately. The problems and corrective actions are documented on the temperature logs. The Project Director reviews all temperature logs on a monthly basis. Delivery time for foods does not exceed two hours. All food service employees are trained on an annual basis to adhere to the 2014 Delaware FDA Food Code Guidelines and specifications for temperature control of foods.

Excess food can be served as planned frozen meal to clients. This meal is assembled as soon as the bulk hot foods arrive at the nutrition sites. The meals are immediately frozen after packing meeting all compliance with the 2014 Delaware FDA Food Code Guidelines. A temperature chart is used to ensure that the temperatures of the foods are maintained in the correct amount of time during the freezing process. Temperatures are recorded at two hour intervals to assure that the temperatures stay within the time period till the meal is out of the danger zone. These meals are sent to the clients only in the frozen state. The meal composition meets the nutrient analysis for that day's cycle menu. Written descriptions of additional foods, required to satisfy DSAAPD meal pattern and nutrient requirements are available in writing for kitchen staff for packing of the meals if needed.

CHEER, Inc. provides Mid-day meals only and may be hot, frozen, or shelf-stable. In addition, those homebound individuals with a documented need shall also receive two frozen meals each Friday to be utilized Saturday and Sunday. Determination of need is based on the client's ability to provide adequate meal preparation, economic status, and physical as well as mental ability of the client.

No frozen weekend meals are sent to individuals lacking facilities to heat the meals or when an individual is physically or mentally incapable of heating the meals for themselves. If possible, arrangements are made with family, friends, neighbors, etc., to provide assistance over the weekends.

Frozen meals consist of the hot meal served on a cycle menu. All frozen meals will receive each menu item from the entree to the desert that is listed for that day's pattern. Food service personnel are trained to send out the entire daily menu for every day a frozen meal is sent. All meals will be prepared, packed, frozen, and adhere to serving portions as specified in the most recent FDA Food code.

Each year in mid-October, prior to the onset of any severe bad weather, all homebound individuals are provided with three additional shelf-stable meals to utilize should weather conditions prohibit the normal delivery. As the emergency meals are utilized by the homebound client, they are replaced through the month of January. These shelf-stable meals meet one-third of the Dietary Reference Intakes and are analyzed by the Registered Dietitian. Shelf-stable meals may also be used to supply weekend meals to clients who do not have adequate refrigeration or freezing capacity in their homes but are in great need of the additional meals for the weekends. The Project has developed and utilizes a weather-related emergency plan to provide the meals in advance of potential storms. If emergency weather conditions exist after five days, the project has a system of mobile emergency transportation to deliver additional meals. The DSAAPD has a copy of the emergency plan in their office.

Home-delivered meals are 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. Spouses of disabled individuals are not eligible unless they too are disabled. Eligibility is tested by requesting proof of Social Security Disability. Information which identifies individual participants in the program and the dates on which they were provided a meal (verified by participant signatures that meals are received) are maintained in the official program files. At the present time, CHEER does not have any housing facilities which meet these criteria which is located in the area where we provide home-delivered meals.

Home-delivered meals are not delivered to individuals who have a homemaker/home health aide providing services over the lunch hour with the following exceptions: when no food is available at the client's home; funds are unobtainable to purchase food for preparation; or when the homemaker's daily work plan or hours preclude meal preparation.

Home-delivered meals are not left if the homebound client is not at home. If there is no response from the homebound client at the time of meal delivery, the meal is returned to the center and the Center Director is advised. The director will pursue the whereabouts of the homebound individual till a satisfactory conclusion is made. Center Directors and Outreach Workers have all emergency contact information available at all times concerning every client that receives homedelivered meals. Volunteers and other appropriate staff who delivers meals are trained to look for signs of distress, deteriorating conditions of clients, unusual responses from clients, and other emergency conditions they may observe when they deliver the meals.

When feasible, deliverers of homebound meals can provide minimal services to homebound clients when requested and the request is reasonable. The deliverers cannot feed individuals or assist them in feeding themselves.

The Home-delivered Meal Program follows a six (6) week cycle menu which has been analyzed and signed by an R.D. to verify that each meal meets all the nutrient requirements to meet one-third Dietary Reference Intakes (DRI). The menu and the completed menu analysis are submitted to DSAAPD two weeks prior to consumption. All labels and recipes used in the menu cycle has been analyzed and checked for accuracy. Records of this analysis are kept in the Project Director's office at all times. Documentation of adherence or changes to the cycle menu is recorded, analyzed, and submitted to the DSAAPD with the monthly invoices for payment of the meals.

The CHEER Project employs a fully trained registered dietitian (Tracy Fennimore, R.D.) to oversee the food service and program areas related to the homebound program. This includes menu design for assurance of compliance with the proper nutritional content mandated by the Dietary Reference Intakes and with the DSAAPD menu guidelines and standards. The only types of meals offered by CHEER, is the mid-day meal and a holiday meal at Christmas which is analyzed for nutrient adequacy.

Limited special diets are provided to homebound participants upon receipt of a doctor's prescription, "Consent Form", and a signed request for the diet meals by the participant. The project nutritionist plans and supervises the preparation of the diet meals. CHEER provides a Low Cholesterol/Low Sodium diet, a Diabetic diet, and special textured meals upon request. Textured meals are purchased in the frozen state from a vendor. Each special meal meets one-third DRI's and has been submitted for DSAAPD's approval.

Procedures for Assessment of Eligibility:

Program staff (Outreach Workers) must initially visit every recipient in their home within five working days of referral to assess the need for the program. The outreach workers will use the "Homebound Assessment Scale" which has been developed in conjunction with and approved by the DSAAPD, to determine eligibility of persons age 60 and over. A score of 20 is suggested for homebound meal delivery approval. The spouse of an older homebound client who is eligible for the meals may also receive home-delivered meals regardless of age and if it is in the best interest of the homebound client or if that spouse is the primary care-giver for the eligible senior. If for any reason a potential client does not meet the score of 20 and the outreach worker feels that there are special circumstances present which warrants the person to be eligible for meals, their case is brought to the Outreach Council for consideration.

The Outreach Council meets once a month and consists of all outreach workers and the Project Director. All new meal clients' files are brought before the council and reviewed and additional referrals and services are discussed to assure that each client is receiving all the services available to seniors that can be extended to them. All cases which are active are reviewed yearly and stamped that they have been reviewed by the council.

CHEER utilizes a computer software system called ServTracker which tracks information daily concerning clients, activities, services, and donations. The system tracks information by nutrition site and by individual client including all NAPIS information required. The system allows the Project Director to pull information by nutrition site or by all sites combined. The new system has one data base of clients which all nutrition sites utilize. This data base consists of any client whether they receive Homebound, Congregate, SSBG meals, or any other service such as Home Care that CHEER offers. When an Outreach Workers goes to put in a new client, the system will not allow it if the client is already exists in the data pool and has eaten or attended an activity at another center or receiving another service from CHEER. This has eliminated the problem of getting a true unduplicated count for all services provided by CHEER, Inc. All information obtained concerning a Home-Delivered Meal client is entered into ServTracker. This system provides information that identifies individual participants in the program and the date or dates on which they were provided a meal, made a donation, or has for any reason, cancelled a meal.

No applicant shall be accepted as a program participant until after the initial assessment visit unless circumstances are considered to be an emergency situation in which case they will be served meals on an emergency basis. In such cases, the recipients will receive regular hot meals and not emergency shelf-stable meals. A letter explaining the temporary status is sent with the first meal. This letter states that they will be served on a temporary basis until their eligibility has been determined. This letter also contains notification of the client's appeals process.

Based upon the assessment determination, if an individual is eligible to receive the meals, the outreach worker will complete an information intake form on that individual. At that time also, the NAPIS (National Aging Program Information System) Intake form is completed as well as the Nutrition Screening form and the IADL's (Independent Activities of Daily Living) and ADL's (Activities of Daily Living) forms. Emergency information is secured. All information is charted in the client's file. Each visit and the conditions of the visit as well as all referrals are documented by a chart note. All information is entered into ServTracker which becomes the permanent record for the client. These forms are up-dated and completed yearly usually during the first quarter of the new year. NAPIS information is submitted to the State annually.

A written physician's order must be on record for clients including regular diets. Diet orders are requested annually from the participant's physician. The "Doctor's Consent Form" and the "Participant's Consent Form" are completed and sent as soon as possible to the R.D. before diet meals are provided. In emergencies, a verbal order from the doctor to the project R.D. may be accepted for one month. Documentation of the verbal order is logged in the client chart note.

During the reassessment visits, clients are given the opportunity to evaluate the program. The outreach worker will obtain the information using the CHEER form, "Homebound Participant Comments" survey. These surveys are sent in quarterly to the Project Director who reviews the results and follow-up on problem areas are discussed and corrected at Outreach Council meetings and other staff meeting where feedback is appropriate. These surveys are available for DSAAPD monitoring. Homebound participants are also given the opportunity to evaluate food products for the two menu cycles by survey.

Nutrition Education is offered monthly to Home-Delivered Meal Program clients in the form of flyers and pamphlets which is sent with their meals. A copy of the monthly menu is also sent.

After eligibility determination has been made, the client is issued a CHEER letter notifying them of the decision. If the request for homebound service is based on a temporary illness, temporary medical condition such as surgery, or because of a temporary emergency, the client is considered to be a short-term client. In such case, a follow-up visit is made after one month in order to determine if the need still exists. If conditions are present that merits the client to be considered in need of services for an extended period of time, the clients is considered to be a long-term clients and reassessment is conducted quarterly. During these visits, the outreach worker will document their continued eligibility as well as document any changes in the health and well-being of the homebound clients. In October of each year, a new intake form is completed on every client.

The Outreach Worker will notify the appropriate officials regarding any conditions or circumstances placing the older person or household in imminent danger.

Reassessment is critical in order to avoid fostering unnecessary dependency on the homedelivered meal program for those whose needs may be better met in other ways and to coordinate the provision of services other than the meals which are needed by the recipients.

If the recipient is found to be in need of services other than meals, referrals are made to the appropriate agencies. Referrals may consist of home health aides, applications for food stamps, Dart transportation applications, fuel assistance, medical and prescription plans for reduced costs, respite care, services offered by the DSAAPD and the DHSS. Follow-up is performed within a reasonable length of time to see whether the requested services have been provided. Appropriate officials are notified for follow-up if any conditions are circumstances are observed that would place the older person or household in imminent danger. All referrals are noted in the Case Management section of ServTracker.

Each nutrition site provides their homebound clientele, family members, and/or care givers an opportunity to make a voluntary donation to the cost of the meal and a system is in place to protect the privacy of the older person's donation. Each new homebound is provided with a "Suggested Donation Schedule" which is based on income using a sliding scale system. This was developed b the DSAAPD and the projects. Methods of making donations are discussed and the process of pledging of donations is presented. Homebound clients are provided weekly with a meal donation envelope. Donations may be given to the volunteer drivers in those envelopes, mailed to the agency, or mailed to the center. A locked metal box, especially designed to receive the homebound donation envelopes, is used to collect and transport the donations back to each nutrition site where the donation amount is counted by two people and recorded in ServTracker system. The two people handling the money will be a staff person and a congregate member Donations are removed at the end of the day by the center director/designee and with a congregate member the money will be counted and recorded in the ServTracker

computer program. The donation is tracked by client name and nutrition site. Two copies of the deposit will be printed from ServTracker and one will be submitted with the deposit. The other will be kept in the center. Both persons will sign to the amount. A Finance clerk at the CHEER

administrative office will recount the donations and verify it against the printed deposit slip sent with the donation. The donations deposits are made to the bank and entered into the Agency's accounting software QuickBooks. At the end of the month, the donation totals of the Nutrition Program deposited by the centers in Serv Tracker must match the deposits made by the Finance department in QuickBooks, thus giving a check and balance system for the collection of donations.

Outreach Workers can pull reports from ServTracker to verify the number of meals that a clients has received in a month as well as the amount of donations that clients has contributed that month for the meals. This information and the pledged amount per meal, is forwarded to the Nutrition Project Director who transfers the information to donation reminder statements. The monthly donation reminder statements are sent to the clients from the CHEER central office by the 15th of the following month. These statements identify the number of meals that a client received during the preceding month and how much was pledged per meal. It also identifies the amount of donations received from the client in that month and identifies any balance that may be due. This form is identified as a "Statement" and not a bill. It also is a balance system for donations handling.

Homebound Nutrition Screening Process:

All Homebound participants will be screened during their initial visit for eligibility utilizing the Nutrition Screening Checklist provided by the DSAAPD. The Outreach workers will conduct the screening. All completed screening will be documented in the ServTracker by the Outreach Workers utilizing laptop computers during the assessment. Information and verification of the screening will be forwarded to the Diet Technician who will log in the information in the Outcomes logs. Any screening identifying at-risk clients will be forwarded and referred to the R.D. All identified at-risk clients will receive nutrition counseling and follow-up nutritional intervention from the R.D. and follow-up will be conducted within six months of intervention. Nutrition screening and nutrition intervention is reported to DSAAPD on a quarterly basis and is open for inspection during monitoring visits by the State Nutritionist. Nutrition screening outcomes are reported to the DSAAPD quarterly. Nutrition screening is conducted annually during the first quarter of the new year after the initial assessment. The information on how intervention will be conducted is included in Attachment A (Nutrition Screening Follow-up and Intervention Plan) located in this document.

Homebound Nutrition Medical Food Meal Services:

Supplemental Medical meals will NOT be provided in 2014. Seniors will continue to be provided with a hot meal but will not receive a supplemental diet of Ensure or Glucerna.

Outreach Plan:

The Outreach Program will seek to inform the residents of the county and to identify potential clients by doing presentations to local community groups, church ministries, civic groups, and other agencies within Sussex County. Presentations are made to local discharge planners at the areas hospitals and home health agencies as well as other health professionals in the county. The project will target the elderly with the greatest economic need and those elderly with the greatest social need due to language barriers, speech impediments, physical and mental disabilities. We will target the frail elderly, 75+ populations, minority populations, and the population of seniors living alone. We will encourage them to take advantage of all the services that are available to them. The Outreach program provides the homebound with information and referrals to other community services which are not provided by the Cheer program. We will market our services on a continual basis utilizing all medium of communication to educate the senior population of the services available. This will be a combined effort of the Nutrition Program of CHEER and the Marketing Department of CHEER as well as the agency as a whole.

Policies and Procedures:

The Nutrition Program Director has developed policies and procedures for every aspect concerning the Home-Delivered Meal Program. Policies are updated as changes occur in the operations of the program. These policies are utilized in orientation, training, and evaluation processes within the program. A copy is available for review by DSAAPD and the manuals are maintained in the Program Director's office.

Volunteer Utilization/Recruitment:

Volunteer are a very important part of our Home-delivered meal program. Without them we would be unable to deliver the meals to the client's homes. We utilize and depend on volunteer to deliver thirty nine routes a day delivering meals to 497 clients. The volunteers also help in the training and recruitment of other volunteers. They approach the civic groups which they belong too and recruit new volunteers and well as donations for the homebound meal program. They assist in the determining route assignments so that mileage from one home to the other is kept at a minimum. They are the eyes and ears for the program reporting any problems or concerns about the clients they serve. They may be the only person that some seniors come in contact with during the day. Volunteers help in the kitchens to pack the packaged meals into transport containers. They take the important temperature at the end of the route to assure that the provisions for food safety is adequate. CHEER does not reimburse the volunteers for mileage.

Recruitment of volunteers is a full time effort. CHEER employs a Volunteer Coordinator who recruits and trains volunteer for every program in the agency. The Outreach workers incorporate volunteer recruitment in their outreach efforts. Center Directors are activity seeking volunteer from the congregate participants who utilize their centers. The agency uses the Marketing Director and Public Relations Specialist to utilize the media as a vehicle for recruitment.

SSBG Home-Delivered Meal Program Work Plan

Service Definition:

CHEER, Inc. provides SSBG Home-Delivered Meal 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 persons under 60 years of age, and the Dietary guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and the USDA). CHEER uses the same Menu format and the DSAAPD guidelines that is used in the Home-Delivered Meal Program.

Service Goal:

The optimal goal is to promote better health among the homebound adults under 60 years of age through improved nutrition and keeping them in their own homes rather than in an institution. It also provides social contact to a person who might otherwise be homebound and isolated. This service is provided to the Department of Health and Human Services on a contractual basis for a determined fee.

Service Unit:

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

Service Area and Location:

SSBG Meal Services are provided from eight (8) nutrition sites throughout Sussex County: Bridgeville Senior Center, Georgetown CHEER Center, Greenwood CHEER Center, Laurel Senior Center, Pelican Cove CHEER Center, Roxana CHEER Center, Milton CHEER Center formerly the Slaughter Neck CHEER Center, and from the Coastal Leisure CHEER Senior Center. Meals are also provided to SSBG clients living in the Seaford, Delaware area of the county. CHEER delivers the meals Monday thru Friday to Seaford. All Seaford meals are prepared and packed in the Georgetown CHEER Center. Billing for these meals also is under the Georgetown Center.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan to Meet Service Standards:

The SSBG Home-Delivered meal program follows the same procedures as outlined in the Home-Delivered meal plan with the exception that CHEER does not provide case management utilizing an Outreach worker. The Division of Services for Aging and Adults with Physical Disabilities provide all case management which includes assessment of need, eligibility of the participant, the determination of what types of meals the client is to receive, and how many meals they are to receive. They also indicate what type of diet the client is to receive. The DSAAPD contacts CHEER and a contract for service for each individual is issued stating the services to be provided. Meals are not provided until written authorization is received. CHEER prepares billing statements which are submitted to the DSAAPD on a monthly basis indicating how many meals were provided to SSBG participants and the types of meals provided. DSAAPD will be billed for all meals not canceled twenty-four (24) hours in

advance. These meals will be noted as such on the invoice.

CHEER provides mid-day meals and emergency meals to SSBG participants. Modified diets and textured diets can be provided if needed. Mid-day meals may be hot, cold, frozen, or shelf stable. Preparation, handling, packaging, and transporting of the meals follow the specifications of federal, state, and local health laws and ordinances. Specifications for raw foods which are purchased are in place and adhered to following the guidelines of DSAAPD and CHEER. Storage practices, preparation practices, and sanitation practices are monitored on a routine basis by the Project Director, the Congregate Program Manager, and R.D. Each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Congregate Program Manager semi-annually to assure that the preparation, handling and serving of food meets compliance with State, local health laws and ordinances. The Central Kitchen is monitored by the State of Delaware Public Health annually and by the Project Director semi-annually.

The same standards and procedures for meal preparation, meal packaging, and meal delivery that have been outlined in the Home-Delivered Meal Program are adhered to for the SSBG Meal Program. Food Service staff is trained annually and adhere to the 2014 Delaware FDA Food Code specifications for food safety, including safe temperature control of foods. The delivery time of the meals does not exceed two hours.

The same six week cycle menus used for the Home-Delivered Meal Program is used also. All the procedures outlined in that program are practiced for the SSBG program including adherence to the 2014 Delaware FDA Food Code specifications for food safety, including safe temperatures of foods in preparation and delivery. Participants who receive SSBG meals are surveyed for feedback on food quality and service twice a year when the annual Spring/Summer and Fall/Winter Menu surveys are completed. Results are available for review by the DSAAPD Nutritionist.

CHEER does not conduct a Nutrition Screening or complete a NAPIS Intake Form, ADL or IADL form on SSBG clients. The information contained in these documents which are required for the Home-delivered meal program is not submitted to DSAAPD.

SSBG meals are submitted to DSAAPD for reimbursement. Reimbursement for the meals is submitted also to DHHS on a monthly basis following all DSAAPD requirements.

CHEER can supply Medical Food Meals to SSBG clients if requested. The program is not required to provide an outreach plan for the SSBG program.

CHEER does not actively recruit for volunteers for the SSBG meals, however, the same volunteer that delivers the home-delivered meals to clients 60 and over delivers the SSBG meals at the same time.

Congregate Meal Program Work Plan

Service Goal:

The goal of the Congregate Meal Service is to provide nutritious meals to persons who are 60+. These meals will improve or maintain nutritional status, maximum functioning and independence of the individuals. During the first six months of Fiscal Year 2014, the following statistical results are provided indicating the targeting population characteristics and the Project's Service Priorities:

CONGREGATE	NUMBERS	PERCENTAGES
Number of Unduplicated Clients	1929	100%
Persons above 75	929	48%
Frail/Disabled Persons	27	1%
Rural Elderly	1929	100%
Minority Persons	166	9%
Low-income Minority Persons	18	11%
Low-income Non-Minority Persons	37	2%

Service Area and Service Locations:

Congregate Services are provided at nine (9) nutrition sites located throughout Sussex County: Bridgeville Senior Center, Georgetown, CHEER Center, Greenwood CHEER Center, Harbour Lights CHEER Center, Laurel Senior Center, Coastal Leisure CHEER Center, Long Neck Pelican Cove CHEER Center, Roxana CHEER Center and Milton CHEER Center (formerly the Slaughter Neck CHEER Center.

A.	LOCATION, PHONE, & ADDRESS	E. SPACE AVAILABLE
B.	STAFF/POSITION OF PERSON IN	F. TRANSPORTATION
	CHARGE	
C.	HOURS OF OPERATION	G. ACCESSIBILITY OF CENTER
D.	FIRE MARSHALL CAPACITY	

A.	E. Dining Room-682sq ft
BRIDGEVILLE SENIOR CENTER	Kitchen/Storage-146sq ft
302-337-8771	Recreation Area-91sq ft
414 Market Street	Other- 671sq ft
Bridgeville, DE 19933	Total – 1590sq ft
B.	F.
Annette Cannon, Executive Director	Transportation is provided within a 7 mile
Paula Walston, Kitchen Manager	radius (North/South) and a 10 mile radius
Terri Ricketts, Outreach Worker	(East/West)
C. 8AM – 4PM	G. Handicap Accessible
D. Capacity - 100	

	1100
A.	E. Dining & Kitchen – 4420sq ft
GEORGETOWN CHEER CENTER	Other – 240sq ft
302-856-5187	Total -4,660sq ft
546 S. Bedford Street, ext.	
Georgetown, DE 19947	
В.	F
Fran Smith, Center Director	Transportation is provided within a 7 mile
Rob Manning, Kitchen Manager	radius of the Center
Linda Burch, Outreach Worker	
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 200	

A. GREENWOOD CHEER CENTER 302-349-5237 41 Schultz Road Greenwood, DE 19950	E. Dining Room-1559sq ft Conference Room-231sq ft Kitchen-682sq ft Exercise Room-903sq ft Other-1953sq ft Total- 5328sq ft
B. Dixie Carlisle, Center Director Deborah Sturgis, Kitchen Manager Robin Peterson, Outreach Worker C. 8:30AM – 4PM	F. Transportation is provided within a 7 mile radius of the Center G. Handicap Accessible
D. Capacity - 150	

E. Dining/Recreation – 2200sq ft
E. Bining reconstruction
Kitchen – 276sq ft
Other – 402sq ft
Total – 2878sq ft
F.
Transportation is provided within a 7 mile
radius of the Center
G. Handicap Accessible

A. LAUREL SENIOR CENTER	E. Dining Room-2200sq ft
302-875-2536	Kitchen & Storage-668sq ft
113 N. Central Avenue	Shop-646
Laurel, DE 19956	Other-3938sq ft
,	Total – 7452sq ft
В.	F.
Penny Duncan, Executive Director	Transportation is provided within a 7 mile
Adele Morris, Kitchen Manager	radius of the Center (more for Adult Day Care)
Faye Williams, Outreach Worker	
C. 8:00AM – 2:30PM	G. Handicap Accessible
D. Capacity - 350	

A. PELICAN COVE CHEER CENTER @	E. Dining Room-4097sq ft
LONG NECK	Kitchen & Storage-1222sq ft
302-945-3551	Office & Conference-1037
26089 Long Neck Boulevard	Fitness & Other-1844sq ft
Millsboro, DE 19966	Total – 8200sq ft
B. Robin Greene, Center Director	F.
Shirley Burtelle, Kitchen Manager	Transportation is provided within a 7 mile
Linda Burch, Outreach Worker	radius of the Center
Grace Jackson, Kitchen Helper	
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 150	

A. ROXANA CHEER CENTER	E. Dining & Recreation – 3000sq ft
302-732-3662	Kitchen – 351sq ft
Pyle Health & Social Services Center	Total – 3351sq ft
Omar/Roxana Road	
Frankford, DE 19945	
B. Cristina Tunnell, Center Director	F.
Barbara Aro, Kitchen Manager	Transportation is provided within a 7 mile
Suzanne Nilsson, Outreach Worker	radius of the Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 200	

A. MILTON CHEER CENTER	Dining, kitchen, other, Total – 2300sq ft
302-684-4819	
Rt 16 & Reynolds Road	
Milton, DE 19968	
B. Susan Gallaher, Center Director	F.
Charles Shearer, Kitchen Manager	Transportation is provided within a 7 mile
Robin Peterson, Outreach Worker	radius of the Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 125	

	E D' ' 0 D ' 02(0 0
A. OCEAN VIEW CHEER CENTER	E. Dining & Recreation-2360sq ft
302-529-2671	Kitchen & Storage-1524sq ft
30637 Cedar Neck Road	Offices & Other-1396sq ft
Ocean View, DE 19970	Total – 5280sq ft
B.	F.
Yolanda Gallego, Center Director	Transportation is provided within a 7 mile
Brenda Kerber, Kitchen Manager	radius North/South of the Center and 10 mile
Suzanne Nilsson, Outreach Worker	radius East/West of Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 125	

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 shelf-stable.

All nine nutrition centers are open to participants at least six hours daily, Monday through Friday with the exception of legal holidays with most being open seven to eight hours. Sites serving more than fifteen meals will have a Center Director or a Site Manager that are either paid, volunteer, or in-kind. This person is responsible for site operations relating to the nutrition program. Each site employs a Kitchen Manager to operate the meal service in the center. A Kitchen Helper is employed in the Long Neck CHEER Center who will assist the Kitchen Manager in the preparation and service of all meals in the center. That person is a CHEER employee. Each employee has a job description. Meals service hours vary according to the different types of meals offered. A center may offer breakfast meals, lunch meals, and evening meals while another center may offer a lunch meal only. Centers also provide a bagged lunch, which is taken on special trips and outings.

CHEER, Inc. has two independent senior centers that sponsor the Nutrition Program in their sites. A written Agreement, signed by appropriate individuals, spells out the specific role of the senior center sponsoring the program as well as services they may expect from the CHEER project.

Each nutrition site makes special provisions as necessary of the service of meals to blind participants and eligible handicapped individuals with limited mobility. All nutrition sites are handicapped accessible. All sites comply with the "Non-Smoking" of the State of Delaware by prohibiting smoking in the centers.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan to Meet Service Standards:

CHEER, Inc. operates a Congregate Meal Service which is a nutrition service that provides nutritionally balanced meals that meets one-third of the daily Dietary Reference Intakes (DRI) as set by the National Research Council for persons in Sussex County who are 60 or older and to their spouses; the age-eligible participant must be a register participant of the program. These services are also provided 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 and accompany older individuals who are 60 years or older. CHEER does not operate any center that meets these criteria. All staff and guests under 60 are provided services but are required to pay the full cost of the meals. Service may be denied staff and guests under 60 if there are only enough meals to provide seniors 60+. The project requests proof of age for persons participating in the congregate program as specified by the DSAAPD either by written or verbal confirmation. The CHEER 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 shelf-stable.

Each meal participant who receives a meal in a congregate site is requested to complete a NAPIS (National Aging Program Information System) Intake Form. Completion of the form is voluntary by the participant. However, documentation such as a driver license or a verbal consent that a client is over 60 years of age is asked of the client. Information on this form is documented in the ServTracker Software program which tracks meal statistics for the Nutrition Program. These forms are up-dated yearly during the months of October and December. This information is forwarded to the DSAAPD quarterly.

The Congregate program follows a six week cycle menu which meets all Dietary Reference Intakes and meets all DSAAPD standards as specified. The menu is analyzed for adequate nutrient content and is submitted to DSAAPD two weeks prior to consumption. Documentation of adherence to the cycle menu is submitted to DSAAPD with the monthly invoice. Changes to the cycle menu is recorded, analyzed, and submitted at the same time. The project employs a qualified Registered Dietitian (Tracy Fennimore, R.D.) who has fulfilled the academic requirements for membership in the American Dietetic Association who plans the special diets, supervises the preparation and serving of them. Diet meals may be requested by any participant and will be provided with a written physician order requesting the special diet.

The Congregate meal program prepares low cost meals utilizing the maximum allotment of USDA commodities at a central kitchen which is located in the Georgetown State Service Center. All USDA commodities are kept in locked areas at the central kitchen and in each of the nutrition sites. Each nutrition site provides the project with a monthly food inventory of USDA commodities, other foods, paper, and chemical supplies. The central kitchen maintains an on-going daily record of purchases and food usage. A monthly physical inventory of USDA is done at the end of each month. Production sheets, inventory controls, and utilization reports are utilized to enable the Nutrition Project Director to track all food costs per menu per day and to calculate the usage of USDA commodities.

The Nutrition Assistant Program Director's position has been changed during the year and is now identified as the Congregate Program Manager. Responsibilities of this position include the daily overseeing of the Congregate Nutrition Sites including activities and programs associated with them including the meal service. All regulations of DSAAPD are still the responsibility of the Project Director including reporting and budget requirements.

Specifications for raw foods which are purchased are in place and adhered to following the guidelines of DSAAPD and CHEER. Storage practices, preparation practices, and sanitation practices

are monitored on a routine basis by the Project Director, the Congregate Program Manager, and R.D. Each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Congregate Program Manager semi-annually to assure that the preparation, handling and serving of food meets compliance with State, local health laws and ordinances. The Central Kitchen is monitored by the State of Delaware Public Health annually and by the Project Director semi-annually. Copies of the monitoring and corrective actions taken for all problems cited are reviewed by the Project Director.

The foods are prepared in bulk in the central kitchen and are transported to the nine nutrition sites which provide Congregate meals. The foods are transported in specialized vans with electrical converter boxes which enables the project to maintain temperatures of foods during transport. This preserves the nutritional value of the prepared foods and meets the food temperatures required as stated in the 2014 Delaware FDA Food Code Guidelines. Temperatures of the prepared foods are logged on a temperature chart prior to leaving the central kitchen. When the prepared foods arrive at the nutrition sites, temperatures are again taken to assure food safety during transport. Food temperatures are taken again just before the service of the meals in the sites. All temperatures are kept on temperature log sheets. Any identified problems are reported immediately to the Congregate Program Manager who institutes corrective action immediately. The problems and corrective actions are documented on the temperature logs which are submitted monthly to the Congregate Program Manager for review. All food service employees are trained on an annual basis to adhere to the 2014 Delaware Food Code Guidelines and specifications for temperature control of foods.

Excess foods leftover after the packing of the home-delivered meals and the service of the congregate meals are offered to the congregate clients as second servings. These foods cannot be saved or re-combined into meals to be served to clients. Any food item that can be utilized as a snack will be properly stored and offered the next day. These items include only cold food items. Foods which require re-heating are never used as snack items.

Each nutrition site provides their Congregate clients an opportunity to make a voluntary donation to the cost of the meal. A system is in place to protect the privacy of the older person's donation. The center director provides each new participant with a copy of the "Suggested Donation Guideline" as developed by the DSAAPD. This guideline is a sliding scale suggested donation guideline based on monthly income. The guideline is permanently posted in each of the sites in the area where each participant signs in when they come to the center for a meal. New participants are asked to verify if their income is above or below the poverty level of \$12,000 a year. A locked donation box is also placed in this area. Each participant must decide for themselves what amount they should donate. No means test is used to determine individual eligibility to participate in nutrition program and meal services are not denied because the older person will not or cannot contribute to the cost of the meal.

CHEER has instituted a computer software system called ServTracker which tracks information daily concerning clients, activities, and donations. The system tracks information by nutrition site and by individual client including all NAPIS information required. The new system allows the Project Director to pull information by nutrition site or by all sites combined. The new system has one data base of clients which all nutrition sites utilize. When a site manager goes to put in

a new client, the system will not allow it if the client is already exists in the data pool and has eaten or attended an activity at another center. This has eliminated the problem of getting a true unduplicated count for all services provided by CHEER, Inc.

Each site/center director or their designee shall collect from persons under 60 who are staff, volunteers, or guests. These persons will sign the "Lunch Sign-in Sheet for Under 60 Guests and Staff" form. When the serving of meals to under age 60 staff or volunteer would deprive elderly target population individuals from receiving a meal, other arrangements are made by the center director/site food service manager for the under 60 persons. Staff, volunteer, and guest meals are entered into ServTracker system.

Donations are removed at the end of the day by the center director/designee and with a congregate member, the money will be counted and recorded in the ServTracker computer program. Two copies of the deposit will be printed from ServTracker, one will be submitted with the deposit, and the other will be maintained in the center. Both persons will sign to the amount. A Finance clerk at the CHEER administrative office will recount the donations and verify it against the printed deposit slip sent with the donation. The donation deposits are logged into the Agency's accounting system, Quick Books. At the end of the month, the Nutrition Program Director and Finance Department reconcile ServTracker and QuickBooks. The project uses all donations and contributions to increase the number of meals served.

To ensure the on-going acceptable quality of the meals served, the nutritionist and the site kitchen managers taste all meals items. Menu surveys are conducted in the nutrition sites daily. These surveys are submitted to the Congregate Program Manager who compiles them into a monthly form. These monthly surveys are reviewed by the Central kitchen production staff, the food service managers at the sites, the center directors, and the Project Council. All comments and recommendations are taken into consideration in future menu planning. The project also conducts semi-annual surveys which allow participants to choose which menu items they want continued or taken off the cycle menu pattern. Participants are also asked to identify what new items they would like to see added to the menu cycles. Any food item not receiving 75% approval rating is replaced.

Each nutrition site elects representatives to serve on the Project Council. The council meets twice a year with the Nutrition Program Director. The council's purpose is to bring to the project feedback from the participants on food items, food service, and anything related to the Nutrition meal services. This participant feedback is documented in minutes of the meetings. The Project Council attends a meeting once a year of the prime vendor to identify new menu items for the cycle menus. The council members are periodically informed of the cost of providing the meal service as well as statistics on the number of meals served at each site and the amount of donations given for each site. The council is instrumental in relaying to each nutrition site information concerning the nutrition program and the special events and activities that the program is planning.

The Congregate Nutrition Program provides nutrition education on an on-going basis to the participants via presentations, flyers, seminars, and support groups. Nutrition education training sessions are conducted by the Dietetic Technician at least once a quarter in each of the nine sites. The R.D. conducts a Diabetic support group session monthly in some centers. Topics covered in these

education sessions are determined by the results of the nutrition screening and requests from participants in the centers. Nutrition education topics are planned for the year and support the objectives of the National and State health education and disease prevention initiatives Health DE 2010 and Healthy People 2010. Topics this year are geared toward the new and revised 2010 Dietary Guidelines for the senior population. Topics are submitted to DSAAPD prior to the contract year beginning. In the plan submitted, the objectives of learning; the materials to be used; the method of presentation; and the evaluation process of effectiveness are documented.

Congregate Nutrition Screening Process:

All Congregate participants are asked to complete the Nutrition Screening Checklist provided by the DSAAPD annually. Clients are screened by the Center Director and/or Diet Technician. The nutrition screening is documented in the ServTracker software in the centers computers. This information is sent to the DSAAPD quarterly. Clients who are identified as high-risk are referred to the R.D. for follow-up and nutritional intervention. Nutrition education and nutrition counseling is provided where needed. The Nutrition Screening is tracked in ServTracker and can be compared to previous years for outcomes. Nutrition screening interventions and follow-up is outlined in Attachment a (Nutrition Screening Follow-up and Intervention Plan - Congregate) located in this document.

Congregate Nutrition Medical Food Meal Services:

CHEER, Inc will NOT be providing Supplemental Medical Foods in fiscal 2015.

Outreach Plan:

The Congregate Nutrition Program will conduct an on-going outreach program to inform persons 60 years or older of the availability of services which the project provides. The plan includes informing physician's offices, hospital discharge planners, civic groups, local churches, and other aging service agencies in the area. We will communicate our services utilizing the CHEER's Quarterly Magazine, local media available, public service announcements, and nutrition center newsletters. We will target the elderly with the greatest economic need, the elderly with the greatest social need, the minority population and the population of seniors who live alone. We will market our services on a continual basis. CHEER, Inc. has also produced a power point presentation including the Congregate Meal Program's activities and uses it at local civic presentations. This will be a combined effort of the Nutrition Program of CHEER and the Marketing Department of CHEER as well as the agency as a whole. All Nutrition staff is trained to provide information to participants on how needed services for such programs as Medicare, Medicaid, SSI, transit, housing, etc. or assist them in gaining access to these services.

Staff Training and Certification:

The Nutrition Program has a comprehensive orientation and training program that must be successfully completed by all employees to satisfactory completes their probationary period. All employees attend an Agency Orientation and then a Nutrition Program orientation. Each position has an Employee Training Checklist that is used to track an employee's progress of training in all areas of their position. Confidentially is emphasized in all stages of employment.

The Nutrition Program holds regular training meetings for all aspects of the program. A sign-in list is used to document what employees attend which in-service. An In-service Staff Training Log is kept yearly. A critical part of that training is directed towards the 2014 Delaware 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. All Food Service Staff is trained in the specification for food safety and time/temperature control of foods.

Staff members will be trained to provide clients with information on how needed services such as Medicare, Medicaid, SSI, Food Stamps, Dart, and senior housing may be obtained and how to assist clients to gaining access to those services.

CHEER, Inc.'s Nutrition Program has developed Policy and Procedure Manual that addresses all DSAAPD specifications, policies, and procedures and terms of General Assurances. These manuals are used for new employee orientation as well as retraining of current staff.

Volunteer Utilization/Recruitment:

The volunteer is an important part of the Congregate meal program. They perform many important functions such as: being members of the Project Council; serves as officers on the Site Councils; members of committees which do fund raising for the centers; aide the food service managers with serving meals, cleaning off tables, setting up tables, etc. Volunteer's aide the Center Director with programs and activities and act as trip coordinators for local and over-night trips.

Recruitment of volunteers is a full time effort. The Nutrition program staff as well as the CHEER agency staff is constantly presenting volunteer opportunities to the local 4-H Clubs, Boy Scouts, Girl Scouts, and other civic groups.

Contract No. 35-1400-2015-43 CATS Sys Doc ID # 009762-0010-0000

CONTRACT FOR HOME DELIVERED MEALS

CONTRACT BETWEEN

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES
AND

MEALS ON WHEELS OF LEWES & REHOBOTH, INC.

A) Introduction

- 1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and Meals on Wheels of Lewes & Rehoboth, Inc. (the Contractor).
- 2. The Contract shall commence on October 1, 2014 and terminate on September 30, 2015 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

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.

DHSS Standard Contract Boilerplate Revised and Approved: 4/15/2014 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

Contractor shall be responsible for providing liability insurance for its personnel.

- 4. The policies required under Paragraph B3 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.
- 5. 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 A2.
- 6. Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and

ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Contractor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.
- 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 service(s) 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

Service(s) 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.

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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable 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, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
- 10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by the Department for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with The Department prior to termination.

If termination for default is effected by the Department, the Department will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Contractor's default.
- 2. Upon termination for default, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.

The rights and remedies of the Department and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract. 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.

14. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from the Department to resume performance.

In the event the Department suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

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 Department:

1901 N. DuPont Highway

Main Admin Building, 1st Floor

New Castle, DE 19720

To the Contractor:

Meals on Wheels of Lewes & Rehoboth, Inc.

32409 Lewes-Georgetown Hwy.

Lewes, DE 19958

15. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

- 16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
- 17. 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. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

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- 18. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A Divisional Requirements
 - Appendix B HIPPA Business Associate Agreement
 - Appendix C Service Specifications
 - Appendix D Contract Budget
 - Appendix E DSAAPD Policy Manual for Division Contracts (Included by Reference)

http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf

Appendix F - DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G - Work Plan

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) Appendix F DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)
- 3) Appendix A Divisional Requirements
- 4) Appendix B HIPPA Business Associate Agreement
- 5) Appendix C Service Specifications
- 6) Appendix D Contract Budget
- 7) Appendix E DSAAPD Policy Manual for Division Contracts
 DSAAPD Policy Manual for Division Contracts Nutrition
- 8) Appendix G Work Plan

DHSS Standard Contract Boilerplate Revised and Approved: 4/15/2014 If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

- 20. 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.
- 21. 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.
- 22. 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 Contract, 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 Contract 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.

23. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

- 24. 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.
- 25. 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.
- 26. 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 Contract, 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 \$\frac{\$366,092}\$ in accordance with the budget presented in its respective contract 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.

- 4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 5. 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

DHSS Standard Contract Boilerplate Revised and Approved: 4/15/2014 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

- 6. 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.
- 7. 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.
- 8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

"I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the Contractor's Contract Manager

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- 9. 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.
- 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.

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 N/A 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. The Contractor must maintain documentation of staff training on PM46.
- 2. When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 <u>Del. Code</u> Section 708; and 11 <u>Del. Code</u>, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
- 3. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), 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 N/A 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.
- 4. 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 $\underline{N/A}$ 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.

5. All Department campuses are tobacco-free. Contractors, their employees, and subcontractors 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:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

	For the Contractor:	For the Department:
Si	gnature on File	
_	Name	N/A – Delegation Agreement Rita M. Landgraf Secretary
	Director	8/15/14
	Title	Date
		For the Division:
		Signature on File
	Date	Jill Rogers Director
		Date 8/28/14
		8/28/14 CD

Appendix A

Divisional Requirements

DIVISIONAL REQUIREMENTS

Sanctions

The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

- 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, http://www.hhs.gov/forms/HHS690.pdf (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.
- 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 13 of the Department 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.

Appendix B

HIPPA Business Associates Agreement

HIPPA BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides Home Delivered Meals for Covered Entity pursuant to a contract dated October 1, 2014 and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
- 2. Obligations and Activities of Business Associate. To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) <u>Use or Disclosure</u>. Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:
 - (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as

long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

- (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) <u>Minimum Necessary</u>. Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) <u>Safeguards</u>. Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) Agents and Subcontractors. Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents

and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

- (f) Reporting. Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.
 - (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
 - (ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
 - (ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.
- (g) <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.
- (h) <u>Audits and Inspections</u>. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.
- (i) <u>Accounting</u>. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.
- (j) <u>Designated Record Set</u>. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:
 - (i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

- (ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.
- (k) <u>HITECH Compliance Dates</u>. Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. Obligations of Covered Entity.

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. Term and Termination.

(a) <u>Term.</u> This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

(b) Termination Upon Breach.

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) <u>Termination by Either Party</u>. Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) <u>Effect of Termination</u>.

- (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
- (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.
- (iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. Miscellaneous.

- (a) <u>Regulatory References</u>. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- (b) <u>Amendment</u>. The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.
- (c) <u>Method of Providing Notice</u>. Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.
- (d) <u>Parties Bound</u>. This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

- (e) <u>No Waiver</u>. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- (f) <u>Effect on Master Agreement</u>. This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.
- (g) <u>Interpretation</u>. Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
- (h) <u>No Third Party Rights</u>. Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.
- (i) <u>Applicable Law</u>. This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
- **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
- (k) <u>Transmitting Electronic PHI</u>. Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.
- 6. IN WITNESS WHEREOF, the Parties hereto have executed this BAA to be effective on the date set forth above.

By:	Covered Entity Signature on	Bysiness Associate /
Name:	JUL Revers	Name: Kathleen Keusk
Title:	Directly	Title: Diecolor
Date:	3/20/14	Date: 8/15/14

Appendix C

Service Specifications



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Revision Table

Revision Date	Sections Revised	Description
7/24/2008		Original (on file)
8/17/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound older persons through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 Home-Delivered meals will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the <u>best interest</u> of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 6.3 Meals may be made available to 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 applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).
- 6.4 Meals may also be made available to a non-elderly person with a disability who is a member of the household of an elderly person who is eligible for home-delivered meal services.
- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 must meet or exceed the following standards:
 - 7.1.1 Home-delivered meals must be served on a daily basis according to participant needs
 - 7.1.2 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
 - 7.1.3 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.4 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.5 Eligibility determination for home-delivered meals applicants must be based on the criteria presented in section 6.0.
 - 7.1.6 Appropriate officials must be notified for when conditions or circumstances place a service recipients or household member in imminent danger.
 - 7.1.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
 - 7.1.8 Outreach must be conducted as necessary to reach the target population.
 - 7.1.9 Efforts must be made to recruit volunteers to assist in service delivery.
 - 7.1.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.11 Providers must document the cost of food items per menu items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.1.12 Providers 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
- 7.1.13 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.14 The need for home-delivered meals among potential participants must be based on the criteria developed in cooperation with the State Agency.
- 7.1.15 Providers must verify and document the age of participants.
- 7.1.16 Providers must maintain service records, including names of participants and date(s) of service.
- 7.1.17 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) and transmit the information to DSAAPD on an annual basis.
- 7.1.18 Providers must complete a NAPIS intake form for every participant.
- 7.1.19 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist regarding counseling/nutrition screening. Selected high-risk participants will be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions will be submitted. (See Attachment E).
- 7.1.20 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods). Assessment and follow-up by a screening nutritionist is required.
- 7.1.21 Each meal served by the nutrition service provider must contain at least one-third of the current Dietary Reference Intakes, the most recent Dietary Guidelines for Americans and requirements stipulated by DSAAPD.
- 7.1.22 Providers must develop a cycle menu.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.23 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.24 The applicable food standards are described and hereby attached.
- 7.1.25 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, evening and holiday meals.
- 7.1.26 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the agency's Registered and Delaware State Licensed Dietitian.
- 7.1.27 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.
- 7.1.28 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.1.29 When the meals service is contracted for amounts over \$15,000, the Providers must follow competitive bid procedures.
- 7.1.30 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.
- 7.1.31 Excess food can be served only as a frozen meal to participants. 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 participant. 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.
- 7.1.32 Providers must develop policies and procedures surrounding the use of planned frozen meals. 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.33 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. Shelf stable foods are provided for emergency meals.
- 7.1.34 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request.
- 7.1.35 The provider must establish a plan for the delivery/availability of meals to older persons in weather-related emergencies.
- 7.1.36 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.1.37 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Therapeutic Diets).
- 7.1.38 Written diet prescriptions from a physician/health care professional must be on record for all participants and the orders must be updated on an annual basis.
- 7.1.39 Special diets must be planned, prepared and served under the supervision of and/or in consultation with a registered and Delaware licensed dietitian.
- 7.1.40 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety.
- 7.1.41 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.42 Food service staff should be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.43 The provider must adhere to State regulations regarding transported food.
- 7.1.44 Delivery time for foods must not exceed two (2) hours.
- 7.1.45 Instruction and training must be given to all persons delivering meals.
- 7.1.46 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.
- 7.1.47 Information and activities must be provided to homebound persons that will promote improved nutrition and health.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

7.2 **Prohibited Activities**

- 7.2.1 For purposes of the Division of Services for Aging and Adults with Physical Disabilities planning and reimbursement, Home-Delivered 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 <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> 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/or 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 and Delaware Licensed 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 provider will invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contracts, Policy Number X-Q, and Invoicing.
- 8.2 The following information will also 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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

9.0 DONATIONS

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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

	PLANNED SERVICE UNITS	1 st	2 nd	3 rd	4 th	TOTAL
		Quarter	Quarter	Quarter	Quarter	TOTAL
A.	Enter the total number of meals served					
	to eligible persons	21,854	21,816	21,815	21,815	87,300
B.	Break down the # of meals on line A by					
	the following categories:					
	Mid-day meals	11,341	11,094	10,785	10,780	44,000
	All meals that are not mid-day					
	meals	10,826	10,824	10,824	10,826	43,300
C.	Enter the # of mid-day meals by the					
	following categories:					
	Prepared meals	11,341	11,094	10,785	10,780	44,000
	Medical foods					
	(2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods					
	(2 cans = 1 meal)	0	0	0	0	0
D.	Enter the total # of non-mid-day					
	meals by the following categories:					
	 Prepared Meals 	10,500	10,500	10,500	10,500	42,000
	Evening	0	0	0	0	0
	 Breakfast 	10,500	10,500	10,500	10,500	42,000
	2. Medical Foods					
	(2 cans = 1 meal)	0	0	0	0	0
	3. Specialized Medical Foods					
	(2 cans = 1 meal)	0	0	0	0	0
E.	Enter the # of meals noted on Line A					
	by the following categories:					
	1. Holiday	660	250	250	250	1,410
	2. Weekend	7,500	7,500	7,500	7,500	30,000
	3. Therapeutic/modified diets	17,000	17,000	17,000	17,000	68,000
F.	Total # of unduplicated participant					
	served	200	25	25	25	275
	 Persons of high nutrition risk 	140	20	20	20	200
	2. New persons	20	20	20	20	80
G.	# of group education mailings offered					
	to participants	500	500	500	500	2,000



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS		2 nd	3 rd	4 th	TOTAL
			Quarter	Quarter	Quarter	TOTAL
H.	H. Total hours of nutrition counseling:		25	20	20	95
	 unduplicated persons counseled 	25	20	20	20	85
	2. high nutrition risk persons					
	counseled	25	20	25	20	90
	# of new persons counseled	25	20	20	20	85
I.	# of information and assistance					
	contacts provided to participants	10	10	10	10	40
J.	# of new persons counseled	25	20	20	20	85
K.	Number of outreach contacts	0	0	0	0	0
L.	# of assessments for determining					
	eligibility	27	28	27	28	110
M.	# of reassessments for determining					
	eligibility	75	75	75	75	300
N.	Average total meal donation:	0.71	0.71	0.71	0.71	0.71
	Noon meal	0.70	0.70	0.70	0.70	0.70
	2. Breakfast	0.71	0.71	0.71	0.71	0.71
	3. Medical Foods	0	0	0	0	0
	4. Evening	0	0	0	0	0
Ο.	# of training sessions offered to					
	staff/volunteers	5	5	5	5	20
Ρ.	Number of monitoring visits to sites to					
	assess compliance with DSAAPD					
	requirements.	0	1	0	11	0



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600	
Protein	>= 19 grams	
Calcium	>= 400 milligrams	
Fiber	>= 9 grams	
Fat	<= 20-35% of total calories	
Cholesterol	<=100 milligrams	
Sodium	<= 767 milligrams	
Potassium	>= 1567 milligrams	
Vitamin B12	>= 0.8 mcg	
Vitamin D	>=5 micrograms	
Trans Fat	As low as possible	
Saturated Fat	<10% of total calories	
Seafood	encouraged	

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

^{**} Shelf-stable, emergency meals will not be required to adhere to these guidelines.

^{*} If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.

Note: combinations of protein foods can be used to serve the 2 oz. requirement.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian
Registration Number805324
Print NameJoanne White
Contact Phone Number302-645-7449
Address 14154 Redden Road
Bridgeville, Delaware 19933
Nutrition Program Director Kathleen Keuski
Contact Phone Number 302-645-7449
Address32409 Lewes Georgetown Highway
Lewes, Delaware 19958

- 1. This menu must consist minimally of a <u>4</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment D

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

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{2}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - 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 highly recommended, in order to control the total fat content of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

4. <u>Fruit and/or vegetables</u>: 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 100% fruit or vegetable juice.

- The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - o 3 dried prunes
 - o 2 tablespoons raisins
- Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Agency

Needs Help With Shopping

Not Enough Money

DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Meals on Wheels of Lewes & Rehoboth

Home-Delivered Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Home-Delivered X	Congregate				
NSI Statement	Follow-up	Risk participants	Non-risk participants	Staff responsibility	
Health Problems	Home visit/phone	Prioritized home visit	Prioritized phone call	RD	
Eat only 1 meal per day	Home visit nutrition ed	Home visit	Phone call	RD	
No fruits/vegetables	Counseling nutrition ed	Home visit	Phone call with counseling	RD	
3 or more alcoholic drinks	Referral	Referral	Referral	Outreach/RD	
Tooth / mouth problems	Assess for modified diet &/or Dr. referral	Referral	Referral	Outreach/RD	
Eat Alone	Referrals for companion/congre gate meals	Referral	Referral	Outreach/RD	
3 or More Prescriptions	Counseling	Physician Referral	PHysician Referral	RD/Outreach	
Lost Weight	Counseling	Physician Referral	Physician Referral	RD	
Gained Weight	Counseling	Home Visit	Phone Call	RD	

Please follow these instructions to complete this form.

Assistance

Referral Assistance

Referral

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

Referral

Referral

Referral

Referral

Outreach/RD

Outreach/RD

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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

1.0 SERVICE DEFINITION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

The goals of this service are: to promote better health among homebound adults through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 participant eligibility.
- 6.2 The DSAAPD Case Manager will determine and authorize the number of meals per week per participant.
- 6.3 Participant receiving Home-Delivered Meals must
 - 6.3.1 be a U.S. citizen or legal alien.
 - 6.3.2 be homebound and/or unable to prepare a meal.
 - 6.3.3 be between the ages of eighteen (18) and fifty-nine (59).
 - 6.3.4 have a physical disability.

7.0 SERVICE STANDARDS

7.1 Provider 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 must be made available at least five (5) days per week.
- 7.1.4 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

- 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.6 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.7 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.8 Delivery time for foods must not exceed two (2) hours.
- 7.1.9 The provider will maintain documentation of authorization in the participant folders.
- 7.1.10 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.11 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods Policy X-V-22).

7.2 DSAAPD Responsibilities

- 7.2.1 DSAAPD staff will 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 participants 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 participant'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 using Invoicing Workbook IW-026, pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, Invoicing.
- 8.2 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

>= 600
>= 19 grams
>= 400 milligrams
>= 9 grams
<= 20-35% of total calories
<= 100 milligrams
<= 767 milligrams
>= 1567 milligrams
>= 0.8 mcg
>= 5 micrograms
As low as possible
<10% of total calories
encouraged

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

^{**} Shelf-stable, emergency meals will not be required to adhere to these guidelines.

^{*} If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format.

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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian
Registration Number805324
Print NameJoanne White
Contact Phone Number302-645-7449
Address 14154 Redden Road
Bridgeville, Delaware 19933
Nutrition Program Director <u>Kathleen Keuski</u>
Contact Phone Number302-645-7449
Address 32409 Lewes Georgetown Highway
Lewes, Delaware 19958

- 1. This menu must consist minimally of a <u>4</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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, 1 cup yogurt, 1 ¼ cups cottage cheese, 1 ½ oz. natural or 2 oz. processed cheese, 1 ½ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable iuice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is 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 >= 250 IU Vitamin A.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

- 5. <u>Fortified margarine or butter</u>: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.

Appendix D

Contract Budget

Unit Cost Contract Budget

Agency: Meals on Wheels of Lewes & Rehoboth

Program/Service: Nutrition - Home Delivered Meals

Contract Year: October 1, 2014 - September 30, 2015

SSBG		!		Bag Meal	Етегденсу	Medical	Specialized	Shelf	Other	Nutrition	ļ
		Mid-Day	Evening	Evening	Meal	Food	Med. Food	Stable	(specify)	Intervention	TOTALS
Ą.	Unit Cost	\$5.00		ĺ	\$3.83			Î			
ю́	Planned Service Units	1,767	Ì		09						1,827
ن	Total Resources Needed										
	a. Maximum DSAAPD Resources (A x B)	\$8,835			\$230		j	Ì			\$9,065
					A 74-						
§	OAA Programs (With Program Income)			Bag Meal	Emergency	Medical	Specialized	Shelf	Other	Nutrition	
		Mid-Day	Evening	Evening	Meal	Food	Med. Food	Stable	(specify)	Intervention	TOTALS
∢	Unit Cost	\$5.00		\$4.46	\$3.83						
ъ	Program Income per Unit of Service	\$0.70		\$0.71	\$0.78						
Ċ	DSAAPD Reimbursement Rate (A x B)	\$4.30		\$3.75	\$3.05					\$26.51	
<u> </u>	Planned Service Units	44,000		42,000	1,300					240	87,300
ш	Total Resources Needed:										
	a. Maximum DSAAPD Resources (C x D)	\$189,200		\$157,500	\$3,965	100				\$6,362	\$357,027
	b. NSIP (Commodity Food)										0\$
	c. Program Income (B \times D)	\$30,800		\$29,820	\$1,014						\$61,634
	d. 10% Matching Funds										\$39,670
	(E.a ÷ 0.9) - E.a										

Total Home Delivered Meals Contract Amount \$366,092

3/21/2012 Page 52 of 72

1				BUDGE	BUDGET WORKSHEET	HEET					
			2	Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015	Wheels of Lewes & Re Home Delivered Meals r 1, 2014 - September 3	& Rehoboth als er 30, 2015					
	Budget Items	TOTAL	OAA	SSBG	State	Торассо	Local Cash In-Kind	Program Income	USDA	Administration	
<u>-</u>	Staff Salaries	\$57,202	\$17.410	\$122	0\$	\$0	\$39,670				
75	Staff Fringe Benefits	0\$	\$0	0\$	0\$	0\$	0\$	09		OS	To
3	Mileage = Rate \$0.00 X 0000	\$8,237	\$8,160								
A.	Contractual (Total)	\$1.855	\$1,557	\$298	0\$	0\$	09	0\$		80	Ю
5	Rent (include cost per sq. ft.)										П
	Electricity	\$827	\$676	\$151							
	Telephone/Internet	\$550	\$473	\$77							
	Utilities Other										
1	Printing/Advertising										
	Postage	\$478	\$408	\$20							1
l.	Insurance										T
	Kepairs										
	Dues/Subscriptions										
Į,	Bank Fees										
	Office Equipment										1
ပ်	1 1	\$400,102	\$329,900	\$8,568	80	08	80	\$61,634	80		မွ
	Office Supplies										T
	Paper Supplies Medical Supplies										
	Program Supplies										
	Photocopy Raw Food										
i i	Prepared Meals	\$400.102	\$329,900	\$8.568				\$61,634			1
1	Vehicle (oil, gas, etc)										
	Other (specify)										
90	1	C	Ç	C 6	G	G	e	Ş		u	C #
	(Total)	DA A	O.A.	De l	OF STATE OF	09	9				2
	Other (specify) Other (specify)										
C-7					4		6				
0	191	09	\$0	09	9 6	3 8	800 870	\$0 PC	US		S
الآد	- 1	040/1040	170,1cce		P		0.0000		9		2
3	Local Cash / In Kind	9421,120									

Meals on Wheels of Lewes & Rehoboth **Home Delivered Meals** October 1, 2014 - September 30, 2015

	Staff Salaries	Amount charged to DSAAPD	\$17,532
	Explain how Staff Salaries were determined	d and justify any increase from the previous cor	tract year.
١	Salaries were determined using the current being considered for the upcoming fiscal ye	t year's figures. No increases in salaries for any ear. Request is for level funding for this budget	item,
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1			
•	Staff Fringe Benefits	Amount charged to DSAAPD	\$0
	Staff Fringe Benefits	Amount charged to DSAAPD	\$0 0%
		Fringe Benefits Rate	0%
	Explain how Staff Fringe Benefits were det	Fringe Benefits Rate termined and justify any increase from the previ	0%
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year
The second secon	Explain how Staff Fringe Benefits were det Show the break down of the Fringe Benefit	Fringe Benefits Rate termined and justify any increase from the previ	0% ous contract year

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

C-3	Travel / Training	Amount charged to DSAAPD	\$8,237
	Explain how the following costs were determincrease from previous contract year.	ned, what is included in the costs and justify	any
	Mileage*		
	Mileage	Total Mileage = \$27,500.04	100
	Funding request for this Budget Item remains	Amount charged to DSAAPD	\$8,237
	* DSAAPD maximum allowable mileage rate is	\$0.40/mile	
	Training	Amount charged to DSAAPD	\$0
ا با	Other (specify)	Amount charged to DSAAPD	\$0

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
	Charged to DOMAP D		\$0
			\$0
			\$0
			\$0
		Total Rent	\$0
Total Months Charged to R	ent: 0	Monthly Rent	\$0
		harged to DSAAPD us year.	\$827
lectricity unding request for this budget item r	emains the same as previo		\$827 \$0

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

A CANADA CONTRACTOR CO	Amount showed to DCAADD	\$0
Jtilities Other lo funds requested.	Amount charged to DSAAPD	20
to fullus requested.		
Printing/Advertising	Amount charged to DSAAPD	\$0
lo funds requested.		
Postage	Amount charged to DSAAPD	\$478
lo additional funding was asked for in the		, c
,o data da	10 de 30000 (30 mon)	
nsurance	Amount charged to DSAAPD	\$0
No funds requested.		
Concise	Amount charged to DSAAPD	\$0
Repairs No funds requested.	Amount charged to BORALD	ų v
to failed requested.		
Audit	Amount charged to DSAAPD	\$0
No funds requested.	=======================================	
to fullus requested.		

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

ues/Subscriptions	Amount charged to DSAAPD \$0
o funds requested	
Bank Fees	Amount charged to DSAAPD \$0
o funds requested	
Offce Equipment	Amount charged to DSAAPD \$0
o funds requested	
Additional Contractual Narrativ	re

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

Supplies	Amount charged to DSAAPD	\$338,468
Explain how the following costs were detended increase from previous contract year.	rmined, what is included in the costs and justify	any
Office Supplies	Amount charged to DSAAPD	\$0
No funds requested		
Paper Supplies	Amount charged to DSAAPD	\$0
No funds requested		
Medical Supplies	Amount charged to DSAAPD	\$0
No funds requested		
Program Supplies	Amount charged to DSAAPD	\$0
No funds requested		
Photocopy	Amount charged to DSAAPD	\$0
No funds requested		
/±		
Raw Food	Amount charged to DSAAPD	\$0
N/A		

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

minou, mario morado m		L PSA
Amount charg	ed to DSAAPD	\$338,468
of Meals 0	Total	\$0
This is the first meal cost in	crease in several year	ars.
Amount charg	ed to DSAAPD	\$0
Amount charg	ed to DSAAPD	\$0
	2010	
Amount charg	ed to DSAAPD	\$0
ă.		
	Amount charg of Meals0 This is the first meal cost inc Amount charg	Amount charged to DSAAPD For Meals 0 Total This is the first meal cost increase in several year Amount charged to DSAAPD Amount charged to DSAAPD Amount charged to DSAAPD

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

Equipment & Other Direct Costs	Amount charged to DSAAPD	\$0
Explain how the following costs were determined, increase from previous contract year.		any
Other (specify)	Amount charged to DSAAPD	\$0
No funds were requested for this expense		
Other (specify)	Amount charged to DSAAPD	\$0
		004.004
Explain how PROGRAM INCOME was determined Program income is traditionally calculated by ave		re keeping the
program support falls low.	e to use fundraising proceeds to cover me	al costs when
program income at the same level as we are able	e to use fundraising proceeds to cover me	al costs when
program income at the same level as we are able	e to use fundraising proceeds to cover me	eal costs when
program income at the same level as we are able	e to use fundraising proceeds to cover me	al costs when

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015

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

Column H Local Cash & In-Kind

MATCHING FUNDS (OAA Funding ONLY)

**Total Amount of Local Cash/In-kind (Cell H45 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell H48 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/In-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/In-Kind allocated on the "Budget Worksheet".

IN-KIND CONTRIBUTIONS

Detailed Description of Revenue Sources Used as Match	Amount
All meals are delivered by Volunteer drivers. The amount that it would cost to pay	
volunteer hours - 6,760 x \$9.00 per hour	\$39,670
TOTAL	\$39,670

LOCAL CASH

Detailed Description of Revenue Sources Used as Match		Amount
	TOTAL	\$0
	IOIAL	φυ

TOTAL AMOUNT OF LOCAL CASH / IN-KIND MATCH NEEDED

\$39,670 \$39,670

Staff Salaries Budget September 30, 2015						
\$57,202 \$1,855 \$400,102 \$0 \$2,102 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$2,108 \$360,092 \$360,092 \$4,84 \$0,00 \$360,092 \$4,84 \$4,84 \$0,00 \$360,092 \$4,84 \$1,873 \$0 \$1,873 \$0 \$1,873 \$1	Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015					
\$57,202 \$1,855 \$400,102 \$0 \$4400,102 \$0 \$2400,102 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	BUDGET ITEMS	BUDGET				
\$1,855 \$4400,102 \$237 \$4400,102 \$2 \$467,396 \$2,108 \$2,108 \$2,108 \$2,108 \$5,22 \$4,84 \$0,000 \$61,634 \$5,22 \$4,84 \$0,000 \$427,726 \$4,84 \$61,634 \$	C-1 Staff Salaries	\$57,202				
\$8,237 \$1,855 \$400,102 \$6,002 \$467,396 \$2,108 \$8,235 \$1,873 \$1,87	ringe Benefits	\$0				
\$400,102 \$50 \$60 \$10 \$467,396 \$2,108 \$6,235 \$1,873 \$61,634 \$61	Training	\$8,237				
\$400,102 \$50 \$4467,396 \$2427,726 \$82,108 \$8,235 \$61,634 \$61,634 \$67,726 \$61,634 \$67,726 \$4.84 \$0.00 \$5.22 \$4.84 \$0.00 \$5.22 \$4.84 \$0.00 \$5.48 \$4.84 \$0.00 \$5.48 \$4.84 \$6.00 \$6.77 \$6	C-4 Contractual	\$1,855				
\$467,396 \$4427,726 \$427,726 \$61,634 \$61,634 \$60.00 \$60.00 \$60.00 \$44.84 \$0.00 \$48.84 \$0.00 \$48.84 \$0.00 \$48.84 \$48.84 \$49.00 \$48.84 \$49.00 \$48.84 \$49.00	Supplies	\$400,102				
\$467,396 \$427,726 \$80,235 \$1,873 \$80,235 \$4.84 \$0.00 \$5.22 \$4.84 \$0.00 \$4.45 \$4.45	ment/Other Direct Costs	0\$				
n-Kind) \$467,396 n-Kind) \$427,726 SERGING OAA SSBG State 82,108 80,235 1,873 0 \$61,634 \$6.77 \$0.77 \$6,077 \$0.00 \$366,092 \$427,726 \$4.45	C-7 Indirect Costs (Total Salaries w/o Fringe x Rate)	0\$				
\$427,726 OAA SSBG State 82,108 80,235 1,873 0 0 \$5.22 \$4.84 \$0.00 \$61,634 \$0.77 \$0 \$366,092 \$4.45 \$0.00 \$44.45 \$4.45	3udget (Including Local Cash / In-Kind)	\$467,396				
\$427,726 OAA SSBG State 82,108 80,235 1,873 0 \$61,634 \$5.22 \$4.84 \$0.00 \$0.77 \$0 \$366,092 \$4.27,726 \$4.45 \$4.45		200				
OAA SSBG State 82,108 80,235 1,873 0 \$61,634 \$5.22 \$4.84 \$0.00 \$0.77 \$0.77 \$366,092 \$4.84 \$0.00 \$3427,726 \$4.445	C-9 Total Budget w/o Local Cash / In-Kind	\$427,726				
\$2,108 \$0,235 1,873 0 \$61,634 \$6.000 \$6.077 \$0,77 \$0 \$366,092 \$427,726 \$44.45 \$44.45			OAA	SSBG	State	Tobacco
\$61,634 \$0.77 \$0.77 \$366,092 \$427,726 \$4445	Planned Units of Service	82,108	80,235	1,873	0	0
\$61,634 \$0.77 \$0.77 \$366,092 \$427,726	Unit Cost	San Arrange Belle	\$5.22	\$4.84	\$0.00	\$0.00
\$0.77 \$0.77 \$366,092 \$427,726	ed Program Income	\$61,634				
\$366,092	Program Income per Unit of Service	\$0.77				
\$366,092 Ish/in-kind \$427,726	Other Resources (USDA Commodities)	\$0				
\$427,726	DSAAPD Resources Needed	\$366,092				
	Total Resources w/o local cash/in-kind	\$427,726				
			OAA			
	Reimbursement Rate	はままった。	\$4.45			

COMPARISON WORKSHEET	KSHEET		
Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2014 - September 30, 2015	& Rehoboth eals oer 30, 2015		
A. Projected Contract Expenses w/o Local Cash / In-Kind	Current	Proposed	
% Line Item Change	Contract	Contract	Variance
1. Salary	\$17,532	\$17,532	%0.0
2. Fringe Benefits	\$0	\$0	
3. Travel / Training	\$8,237	\$8,237	0.0%
4. Contractual	\$1,855	\$1,855	%0.0
5. Supplies	\$378,986	\$400,102	2.6%
6. Equipment / Other Direct Costs		\$0	
7. Indirect Costs		\$0	
Total Projected Contract Expenses w/o Local Cash / In-Kind	\$406,610	\$427,726	5.2%
B. Project Revenue (Funding Sources)	A LONG TO SERVICE AND ADDRESS OF THE PARTY O		A 12 A
Total DSAAPD Funds Requested			
■ Final Budget	\$326,026	\$366,092	12.3%
Other Revenue Sources			
■ USDA	0\$	\$0	Carlo Age
■ Project Income	\$80,584	\$61,634	-23.5%
Total Contract Revenue	\$406,610	\$427,726	5.2%
C. Units of Service	686,98	82,108	-15.3%
* Total Contract Revenue must equal Total Contract Expenses * Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG	al Contract Expenses & NSIP Cash or SSBG		

Part			HOME DELIVERED NUTRITION WORKSHEET	LIVERE	D NUTRI	TION WO	RKSHE	ET			
Total Michael Michae			Meal	s on Whe ober 1, 20 Home	els of Lev 114 - Septe Delivered	ves & Reh ember 30, d Meals	oboth 2015				914
No. 1994						sal Type and C	Other Nutritio	1 Intervention	15		
\$82.77 \$4.116 \$9.50.000 \$850.7 \$80.000 \$850.7 \$9.0000 \$9.000 \$9.0	Budget Items	TOTAL	Mid-Day Moals	Evening		Emergency	Medical	Special Med Food	Shelf	Other	Nutrition
\$8.277 \$4.116 \$1.00 \$4.000 \$2.	C.1 Staff Salaries	\$57,202	\$27.623	200	\$22,660	\$557		-	t		\$6,362
\$8,6777 \$4116 \$50 \$4042 \$779 \$79 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$9	C-2 Staff Fringe Benefits	80									
\$5.500 \$5.500	C-3 Travel/Training (Total)	\$8,237	\$4,116	20	\$4 042	879	80	SO	SS	20	SO
\$1,856 \$1,857	Mileage = Rate X Miles Training	\$8,237			\$4,042	828					
\$1,950 \$20,04 \$20 \$20,06 \$20 \$	Other (specify)	SD							C	6	
\$150.00 \$150.0	C-4 Contractual (Total)	\$1,855		80	2908	848	8	20	DA DA	20	ng.
\$47.5 \$2.20	Electricity	\$827			\$405	88					
\$400.002 \$227 \$227 \$236 \$35 \$35 \$35 \$35 \$35 \$35 \$35 \$35 \$35 \$35	Heat	Social			7879	e r					
\$47.0 \$2.15, 43.3 \$ \$2.16 \$3.5 \$ \$3.5	Utilities Other	Sos			ON	3					
\$10 \$2.00	Printing/Advertising	20			9	000					
\$100	Postage	8/95			97.10	020					
\$100	Repairs	20									
\$400 \text{SQ} \	Audit	08									
\$500.0122 \$215,433 \$9 \$179,573 \$5,096 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$90 \$90	Dues/Subscriptions	08									
\$50 0.00	Office Equipment	So									
\$50 \$400,102 \$400,102 \$400,002 \$50 \$60 \$60 \$60 \$60 \$60 \$60 \$60 \$6	C-5 Supplies (Total)	\$400.102		80	\$179,573	\$5,096	80	SO	30	80	80
\$50 \$400 102 \$10 \$20 \$400 102 \$15,00 \$20 \$20 \$400 102 \$15,00 \$20 \$20 \$20 \$20 \$20 \$20 \$20 \$	Office Supplies	80									
\$400.002 \$50	Paper Supplies	S									
\$50	Medical Supplies	3 8									
\$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	Photocox	08									
\$400,102 \$215,433 \$179,573 \$5,096 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10 \$10	Raw Food	80									
\$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	Prepared Meals	\$400,102	П		\$179,573	\$5,096					
\$10 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$5	Vehicle (oil gas, etc)	9 6									
\$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	Other (specify)	9									
\$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50	C-6 Equipment/Other Direct Costs						-	00	0		00
\$557,027 \$189,200 \$157,500 \$5,780 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$50 \$5	(Total)	30	20	D\$	OS C	9	S	2	2	3	
\$357,027 \$189,200 \$157,500 \$5,760 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Other (specify)	3 00	80								
\$357,027 \$189,200 \$157,500 \$3,366 \$1,300 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$	C-7 Indirect Costs (Total Salaries w/o										
### Act	fringe x rate)	SO	- 1								
\$357,027 \$189,200 \$157,500 \$3.865 \$3.865 \$4,000 \$42,000 \$3.365 \$3.065 \$3	C-8 Total Budget	\$467,396		20	\$207,183	\$5,780	20	SO	20	80	\$6,362
\$9,065 \$8,835 \$230 1,827 1,767 \$230 \$0 \$0 \$0 \$0 \$0 \$0 \$1,767 \$230 \$0 \$0 \$0 \$1,767 \$230 \$0 \$0 \$0 \$1,767 \$230 \$0 \$0 \$0 \$1,767 \$230 \$0 \$0 \$0 \$1,767 \$230 \$0 \$0 \$1,767 \$0 \$1,707 \$0,71 \$0,74 \$1,300 \$0 \$0,71 \$0,71 \$0,78 \$19,863 \$571	Older Americans Act Units of Service	\$357,027	\$189,200		\$157,500	\$3,965					\$6,362
\$9,065 \$8,835 \$00 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	Reimbursement Rate		\$4.30		\$3.75	83.05					\$26.51
\$5.00 \$0 \$0 \$0 \$0 \$0 \$1,300 \$7,300 \$7,300 \$0,70	SSBG	\$9,065	\$8,835			\$230					
\$0 \$0 \$0 \$1,300 \$1,300 \$1,300 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71 \$0,71	Units of Service Reimbursement Rate	1,827	1,767			\$3.83		30			
Sel.634 \$30,800 \$29,820 \$1,300 \$4,000 \$0.71 \$0.71 \$0.70 \$0.71 \$0.71 \$19.853 \$10.756 \$1.9256 \$19.256 \$19.256 \$19.256	State	0\$									
\$0 0 87.300 87.300 87.300 80.70 \$0.70 \$0.71 \$0.70 \$0.71 \$0.7	Units of Service Reimbursement Rate	0									D C
\$61634 \$30,800 \$729,820 87,300 \$0.70 \$0.71 \$0.70 \$0.71 \$0.71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71 \$30,71	Tobacco Units of Service Reimbursement Rate	0,0									
Commodities \$0 0 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Program Income Units of Service Per Meal	\$61,634	\$30,800 44,000 \$0.70		\$29,820 42,000 \$0.71	\$1,014 1,300 \$0.78					
39670 \$39.670 \$19.236	USDA Commodities Units of Service Per Meal	0 0									
	- 003	39670			\$19.863	\$571					

Budget - MOWLR (Meals) '15

Appendix E

DSAAPD Policy Manual for Division Contracts http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf (Included by Reference)

DSAAPD Policy Manual for Division Contracts – Nutrition http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf (Included by Reference)

Appendix F

DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G

Work Plan

Meals on Wheels of Lewes & Rehoboth

WORK PLAN

Meals on Wheels of Lewes & Rehoboth is structured and operated with the objective and goals to improve the nutritional health among the homebound senior population living in Eastern Sussex County, thereby enabling them to remain living relatively independently in their own homes. All clients receive two nutritious meals, one hot and one bag, each day accompanied by human contact via our volunteer drivers. Referrals for additional in-home services that may be needed are offered by trained Outreach Workers during the assessment processes with assistance given to procure those services as needed.

Healthy nutritional meals, as prepared according to the DSAAPD service specifications regarding menu formats (each meal totals one-third of the Dietary Reference Intakes), are and will be delivered daily to program recipients along with a quick assessment as to their well-being at the time of delivery. This process also acts as a check point for those clients living alone and/or in isolated areas. Our organization has a membership of over 100 volunteers, of which, over 80 are volunteer meal delivery drivers. We currently have 13 service routes each holding approximately 10-15 clients. Routes are carefully constructed and maintained to give the volunteer the quickest, safest way to deliver their meals to the clients. Deliveries take place Monday - Friday every week all year long. Meals are delivered regardless of holiday closings, etc. The only time meal delivery is cancelled is due to weather that would jeopardize the safety of our volunteers while on route. All meal recipients receive a shelf staple box of 5 emergency meals should meals need to be cancelled due to inclement weather. All volunteer drivers are background checked and go through a thorough orientation process prior to going out to deliver meals on their own. Part of the training process is to teach them how to do a quick assessment of the client and their surroundings when dropping off meals. They are the direct link to the office when there is an emergency or concern regarding the clients on their routes and it is imperative that they report any noticeable changes to the office for follow up. Meals are and have always been delivered daily, Monday through Friday, 52 weeks each year. If a holiday falls during the week, delivery still takes place. All clients receive daily meals. We do not have any routes where meals are delivered less frequently. This enforces our goal of providing daily contact to all clients regardless of their location within our service area.

All meals have been and will continue to be prepared according to the DSAAPD Service Specifications and Menu Formats by our caterer Harbor Healthcare and Rehabilitation Center in Lewes Delaware. Menu analysis is performed by our Dietitian using labels and recipes that the caterer uses in preparation of our meals. All are kept on file at both the caterer's office and the Meals on Wheels office. Our program Dietitian works closely with the kitchen manager regarding menus, formats and any changes that may need to take place. Surveys are sent to clients each year to allow them the opportunity to rate the meals and delivery service anonymously. Results are then compiled and changes are made to the menu if warranted. Our program has partnered with them for almost 30 years and we work well together to ensure clients receive meals that are both nutritious and appetizing. Meals are packaged at the caterer site and picked up by volunteers there as well. Formal monitoring visits at the catering site are conducted twice each year. Daily visits to the caterer are made as meal counts for the following days meals are delivered by the Social Worker. Daily visits are usually made

Page 2
Meals on Wheels of Lewes & Rehoboth
WORK PLAN

during the meal preparation time so that quick assessments can be made regarding the meal packing and distribution process. Our Volunteer Coordinator also visits the caterer to keep an eye on the volunteers as they pack their hot/cold bags with the meals to make sure they are following guidelines and service specifications. She also conducts bag checks to be sure all volunteers keep their equipment clean and sanitized.

Meals on Wheels of Lewes & Rehoboth's administrative office is located at 32409 Lewes Georgetown Highway in Lewes, Delaware and is approximately 8 miles from the meal catering site, Harbor Healthcare and Rehabilitation Center, in Lewes Delaware. Our agency owns the property and building which houses the offices for the paid Meals on Wheels staff. This building has been in existence since 1993 and holds no mortgage or liens. All business, with the exception of meal preparation, is conducted on this site. Our service area in Eastern Sussex County is clearly defined on the map so as not to overlap the remaining Sussex County area serviced by Sussex County Senior Services (CHEER). Our geographical area includes all of Rehoboth and Dewey Beach, East Lewes as far as Love Creek Bridge, North Lewes bordering on Milton, and West Lewes up to and including part of Harbeson. When a referral is received for someone living outside of our geographical service area, we ensure the caller is guided to the appropriate agency for assistance.

All client assessments are completed within the appropriate time frames, diet orders are updated annually and client files are accurately maintained and up to date. They are held in a locking file cabinet as are the files of our volunteers. All reports to DSAAPD are sent in a timely fashion and are accurate. Copies of the Service Specifications are distributed to all employees/volunteers and are reviewed during orientation sessions. Meals on Wheels staff have the experience necessary to perform their daily duties as outlined in their job descriptions and do so without fail. All staff members participate in agency fund raisers which provide funding for all aspects of the program including project income. We have a strong history of fund raising and will continue to build up and add to existing events to help close the funding gap that the economy's deficit has imposed on most businesses, especially non-profits. Internal monitoring of Meals on Wheels is conducted by the Director with the assistance of staff. Every six months, all client charts are pulled and reviewed to ensure updated forms and diet orders have been completed. Each quarter, the program is monitored and evaluated by the Director using the quarterly program performance report as a review tool which ensures the DSAAPD quarterly reports are submitted in a timely fashion and are accurate.

We have a strong force of over 100 volunteers who make up our Board of Directors and volunteer drivers. Our volunteers are dedicated and offer their services freely to us as needed. Our volunteers also help during fund raising events and serve on special committees as well. All volunteers go through an extensive orientation process before working for Meals on Wheels. Training sessions include review and explanation of policy and procedures for meal deliveries, emergency situations and DSAAPD Service Specifications.

Page 3 Meals on Wheels of Lewes & Rehoboth WORK PLAN

Prior to delivering meals alone, new drivers are required to go on a ride along with established Meals on Wheels drivers. Background checks are conducted on all volunteers prior to the orientation process or allowing them to start their volunteer service. Our Volunteer Coordinator recruits, trains and oversees the volunteers working for our organization. Although we do not offer any compensation to volunteers for delivering meals, we do offer mileage reimbursement to those in need. Approximately 70% of our volunteers do not ask for reimbursement which assists in keeping our costs low.

Contract No. 35-1400-2015-42 CATS Sys Doc ID # 018842-0000-0000

CONTRACT FOR HOME DELIVERED & CONGREGATE MEALS

CONTRACT BETWEEN

DELAWARE HEALTH AND SOCIAL SERVICES

DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES

AND

MODERN MATURITY CENTER

A) Introduction

- 1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and Modern Maturity Center (the Contractor).
- 2. The Contract shall commence on October 1, 2014 and terminate on September 30, 2015 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

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

Contractor shall be responsible for providing liability insurance for its personnel.

- 4. The policies required under Paragraph B3 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.
- 5. 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 A2.
- 6. Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and

ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Contractor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.
- 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 service(s) 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

Service(s) 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.

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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable 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, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
- 10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by the Department for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with The Department prior to termination.

If termination for default is effected by the Department, the Department will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Contractor's default.
- 2. Upon termination for default, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.

The rights and remedies of the Department and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract. 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.

14. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from the Department to resume performance.

In the event the Department suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

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.

15. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

- 16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
- 17. 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. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

- 18. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A Divisional Requirements
 - Appendix B HIPPA Business Associate Agreement
 - Appendix C Service Specifications
 - Appendix D Contract Budget
 - Appendix E DSAAPD Policy Manual for Division Contracts (Included by Reference)
 - http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd provider manual.pdf

 DSAAPD Policy Manual for Division Contracts Nutrition
 (Included by Reference)

http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf

Appendix F - DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G - Work Plan

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) Appendix F DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)
- 3) Appendix A Divisional Requirements
- 4) Appendix B HIPPA Business Associate Agreement
- 5) Appendix C Service Specifications
- 6) Appendix D Contract Budget
- 7) Appendix E DSAAPD Policy Manual for Division Contracts
 DSAAPD Policy Manual for Division Contracts Nutrition
- 8) Appendix G Work Plan

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

- 20. 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.
- 21. 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.
- 22. 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 Contract, 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 Contract 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.

23. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

- 24. 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.
- 25. 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.
- 26. 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 Contract, 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 \$1,630,456 in accordance with the budget presented in its respective contract 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

- Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
 - Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.
- 4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 5. 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

- 6. 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.
- 7. 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.
- 8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

"I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the Contractor's Contract Manager

- 9. 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.
- 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.

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 N/A 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. The Contractor must maintain documentation of staff training on PM46.
- 2. 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.
- 3. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), 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 N/A 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.
- 4. 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 $\underline{N/A}$ 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.

5. All Department campuses are tobacco-free. Contractors, their employees, and subcontractors 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:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

For the Contractor:	For the Department:
Signature on File Name	Signature on File Rita M. Landgraf Secretary
President / CEO	8/20114 Date
	For the Division:
8/5/14 Date	Signature on File For Jill Rogers Director
	Date 8/19/14
	8/18/14

Appendix A

Divisional Requirements

DIVISIONAL REQUIREMENTS

Sanctions

The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

- 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, http://www.hhs.gov/forms/HHS690.pdf (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 13 of the Department 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.

Appendix B

HIPPA Business Associates Agreement

HIPPA BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides Home Delivered & Congregate Meals for Covered Entity pursuant to a contract dated October 1, 2014 and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
- 2. Obligations and Activities of Business Associate. To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) <u>Use or Disclosure</u>. Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - **Specific Use of Disclosure.** Except as otherwise limited by this BAA, Business Associate may:
 - (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as

long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

- (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) <u>Minimum Necessary</u>. Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) <u>Safeguards</u>. Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) Agents and Subcontractors. Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents

and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

- (f) Reporting. Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.
 - (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
 - (ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
 - (ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.
- (g) <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.
- (h) <u>Audits and Inspections</u>. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.
- (i) Accounting. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.
- (j) <u>Designated Record Set</u>. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:
 - (i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

- (ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.
- (k) <u>HITECH Compliance Dates</u>. Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. Obligations of Covered Entity.

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. Term and Termination.

(a) <u>Term.</u> This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

(b) <u>Termination Upon Breach</u>.

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) <u>Termination by Either Party</u>. Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) <u>Effect of Termination</u>.

- (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
- (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.
- (iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. Miscellaneous.

- (a) <u>Regulatory References</u>. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- (b) <u>Amendment</u>. The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.
- (c) <u>Method of Providing Notice</u>. Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.
- (d) <u>Parties Bound</u>. This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

- (e) <u>No Waiver</u>. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.
- (g) <u>Interpretation</u>. Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
- (h) <u>No Third Party Rights</u>. Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.
- (i) <u>Applicable Law.</u> This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
- **Judicial and Administrative Proceedings.** In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
- (k) <u>Transmitting Electronic PHI</u>. Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.

6.	IN WITNESS WHEREOF, the Parties hereto 1	have	executed	this	BAA	to	be	effective	>
	on the date set forth above.		1	<u>_</u>	, +	1	,	2. 7	

	By:	Covered Entity Signature on File	Business Associate By: Signature on File	
for	Name: Title:	J.11 Rogers	Name: Carolyn Friduction Title: President / CEO	_
	Date:	8-19-14	Date: 8/5/14	
		On	, ,	

Appendix C

Service Specifications



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Revision Table

Revision Date	Sections Revised	Description
7/24/2008		Original (on file)
8/17/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

The goals of this service are: to promote better health among homebound older persons through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 Home-Delivered meals will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the <u>best interest</u> of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).

- 6.4 Meals may also be made available to a non-elderly person with a disability who is a member of the household of an elderly person who is eligible for homedelivered meal services.
- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 must meet or exceed the following standards:
 - 7.1.1 Home-delivered meals must be served on a daily basis according to participant needs
 - 7.1.2 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
 - 7.1.3 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.4 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.5 Eligibility determination for home-delivered meals applicants must be based on the criteria presented in section 6.0.
 - 7.1.6 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
 - 7.1.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
 - 7.1.8 Outreach must be conducted as necessary to reach the target population.
 - 7.1.9 Efforts must be made to recruit volunteers to assist in service delivery.
 - 7.1.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
 - 7.1.11 Providers must document the cost of food items per menu items per menu item and per meal, including the cost of USDA commodities utilized.
 - 7.1.12 Providers 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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.13 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.14 Providers must verify and document the age of participants.
- 7.1.15 Providers must maintain service records, including names of participants and date(s) of service.
- 7.1.16 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) and transmit the information to DSAAPD on an annual basis.
- 7.1.17 Providers must complete a NAPIS intake form for every participant.
- 7.1.18 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist. Selected high-risk participants must be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions must be submitted. (See Attachment E).
- 7.1.19 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.20 Each meal served by the nutrition service provider must contain at least one-third of the current Dietary Reference Intakes, the most recent Dietary Guidelines for Americans and requirements stipulated by DSAAPD.
- 7.1.21 Providers must develop a cycle menu.
- 7.1.22 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.23 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's Registered and Delaware State Licensed Dietitian.
- 7.1.26 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.27 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.1.28 When the meals service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.1.29 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.
- 7.1.30 Excess food can be served only as a frozen meal to participants. 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 participant. 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.
- 7.1.31 Providers must develop policies and procedures surrounding the use of planned frozen meals. 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.
- 7.1.32 Meals must be provided at least once a day. Shelf stable foods are provided for emergency meals.
- 7.1.33 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request.
- 7.1.34 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.1.35 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.1.36 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods – Policy X-V-22).
- 7.1.37 Written diet prescriptions from a physician/health care professional must be on record for all participants and the orders must be updated on an annual basis.
- 7.1.38 Special diets must be planned, prepared and served under the supervision of and/or in consultation with a registered and Delaware licensed dietitian.
- 7.1.39 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.40 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.41 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.42 The provider must adhere to State regulations regarding transported food
- 7.1.43 Delivery time for foods must not exceed two (2) hours.
- 7.1.44 Instruction and training must be given to all persons delivering meals.
- 7.1.45 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.
- 7.1.46 Information and activities must be provided to homebound persons that 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, Home-Delivered 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 <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- 8.2 The following information will also 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 the home-delivered meals and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 9.2 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.
- 9.3 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 9.4 Providers must have procedures in place to:
 - 9.4.1 Inform applicants, family members and/or caregivers of the cost of providing home-delivered meals and offer them the opportunity to make a voluntary contribution/donation.
 - 9.4.2 Protect their privacy with respect to the contribution/donation.
 - 9.4.3 Safeguard and account for all donations.
 - 9.4.4 Use the contributions to expand services.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

		1 st	2 nd	3 rd	4 th	TOTAL
	PLANNED SERVICE UNITS	Quarter	Quarter	Quarter	Quarter	TOTAL
A.	Enter the total number of meals served to eligible persons	44,972	44,972	44,972	44,971	179,887
В.	Break down the # of meals on line A by the following categories:	44,972	44.972	44,972	44,972	179,887
	Mid-day meals	44,972	44,972	44,972	44,972	179,887
	All meals that are not mid-day meals	0	0	0	0	0
C.	Enter the # of mid-day meals by the following categories:					
	Prepared meals	44,050	44,050	44,050	44,050	176,200
	Medical foods(2 cans = 1 meal)	752	752	752	751	3,007
	 Specialized Medical Foods (2 cans = 1 meal) 	170	170	170	170	680
D.	Enter the total # of non-mid-day meals by the following categories:	0	0	0	0	0
	Prepared Meals	0	0	0	0	0
	Evening	0	0	0	0	0
	Breakfast	0	0	0	0	0
	Medical Foods(2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
E.	Enter the # of meals noted on Line A by the following categories:	0	0	0	0	0
	1. Holiday	0	0	0	0	0
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	33,038	33,038	33,037	33,037	132,150
F.	Total # of unduplicated participant served	415	415	415	415	1,661
	 Persons of high nutrition risk 	354	354	354	354	1,416
	2. New persons	415	415	415	415	1,661
G.	# of group education mailings offered to participants	3	3	3	3	12



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
H.	Total hours of nutrition counseling:	20	20	20	20	80
	 unduplicated persons counseled 	20	20	20	20	80
	high nutrition risk persons counseled	20	20	20	20	80
	3. # of new persons counseled	10	10	10	10	40
1.	# of information and assistance contacts provided to participants	521	521	521	522	2,085
J.	# of new persons counseled	10	10	10	10	10
K.	Number of outreach contacts	0	0	0	0	0
L.	# of assessments for determining eligibility	124	124	123	123	494
М.	# of reassessments for determining eligibility	398	398	398	397	1,591
N.	Average total meal donation:	0.61	0.61	0.61	0.61	0.61
	1. Noon meal	0.62	0.62	0.62	0.62	0.62
	2. Breakfast	0	0	0	0	0
	3. Medical Foods	0.27	0.27	0.27	0.27	0.27
	4. Evening	0		0	0	0
Ο.	# of training sessions offered to staff/volunteers	6	6	6	6	24
P.	Number of monitoring visits to sites to assess compliance with DSAAPD requirements.	6	3	6	3	18



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.

Note: combinations of protein foods can be used to serve the 2 oz. requirement.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

- 1. This menu must consist minimally of a <u>6</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.

Diabetic, Renal, Diabetic Renal, Low Cholesterol



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment D

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

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{2}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- o 3 dried prunes
- o 2 tablespoons raisins
- Potato is 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 >= 250 IU Vitamin A.
- 5. <u>Fortified margarine or butter</u>: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Eat Alone

Lost Weight

Gained Weight

Not Enough Money

3 or More Prescriptions

Needs Help With Shopping

DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Nutrition Asst

Outreach Worker /

Nutrition Asst Dietitian

Dietitian

Outreach Worker /

Nutrition Asst
Outreach Worker /

Nutrition Asst

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency Modern Maturity		Center			
Нс	ome-Delivered X	Congrega	ate		
	NSI Statement	Follow- up	Risk participa nts	Non-risk participa nts	Staff responsibility
	Health Problems	Individual Counseling	Yes	If Requested	Dietitian
	Eat only 1 meal per day	If health problems or weight loss	Yes	If Requested	Dietitian
	No fruits/vegetables	Article / Education	Yes	No	Dietitian
	3 or more alcoholic drinks	Referrals	Yes	Yes	Dietitian / SW
	Tooth / mouth problems	Referrals	Yes	Yes	Dietitian/SW/Nutr, Asst
		Center	Yes	No	Outreach Worker /

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 participant (risk vs. non-risk) provided intervention

Newspaper

Referrals

Counseling

Counseling /

Screening

Referrals

Referrals

Nutrition education planned to address problems (includes newsletters)

Yes

Yes

Yes

Yes

Yes

No

If Requested

If Requested

Yes

Yes

· Staff personnel involved in activities



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Revision Table

Revision Date	Sections Revised	Description
4/26/2009		Original (on file)
8/17/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

1.0 SERVICE DEFINITION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound adults through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 participant eligibility.
- 6.2 The DSAAPD Case Manager will determine and authorize the number of meals per week per participant.
- 6.3 Participant receiving Home-Delivered Meals must
 - 6.3.1 be a U.S. citizen or legal alien.
 - 6.3.2 be homebound and/or unable to prepare a meal.
 - 6.3.3 be between the ages of eighteen (18) and fifty-nine (59).
 - 6.3.4 have a physical disability.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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7.0 SERVICE STANDARDS

7.1 Provider 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 must be made available at least five (5) days per week.
- 7.1.4 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
- 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.6 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.7 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.8 Delivery time for foods must not exceed two (2) hours.
- 7.1.9 The provider will maintain documentation of authorization in the participant folders.
- 7.1.10 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods – Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.11 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods – Policy X-V-22).

7.2 **DSAAPD Responsibilities**

- 7.2.1 DSAAPD staff will 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 participants 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 participant's physician. The DSAAPD Case Manager will provide a copy of the diet order with the referral/authorization of service to the provider.



Division of Services for Aging and Adults with Physical Disabilities

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8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, Invoicing.
- The following information will also be included on the invoice:
 - 8.2.1 Participant legal name
 - 8.2.2 Totals by participant 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



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Home-Delivered Meals

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Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

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Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian
Registration NumberDN-0000242
Print NameJaime Sherman
Contact Phone Number/Email(302) 734-1200 X 144 nutrition@modern-maturity.org
Address1121 Forrest Avenue
Dover, DE 19904
Nutrition Program Directorsame
Contact Phone Number/Emailsame
Addresssame
same

- 1. This menu must consist minimally of a <u>6</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.

Diabetic, Renal, Diabetic Renal, Low Cholesterol



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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 ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 ½ cups cottage cheese, 1 ½ oz. natural or 2 oz. processed cheese, 1 ½ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, 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 ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - o 3 dried prunes
 - 2 tablespoons raisins



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- Potato is 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 >= 250 IU Vitamin A.
- 5. <u>Fortified margarine or butter</u>: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Revision Table

Revision	Sections	Description
Date	Revised	
7/24/2008		Original (on file)
7/10/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Congregate Meals is a service that provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among older persons through improved nutrition; to avoid unnecessary institutionalization.

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 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 congregate meal provider.

6.0 ELIGIBILITY

- 6.1 Congregate meal services will be made available to persons age 60 or over 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.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

6.3 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 Congregate Meal Service must meet or exceed the following standards:
 - 7.1.1 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.2 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.3 Outreach must be conducted as necessary to reach the target population.
 - 7.1.4 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.1.4.1 Fiscal Management
 - 7.1.4.2 Food Service Management
 - 7.1.4.3 Safety and Sanitation
 - 7.1.4.4 Staff Responsibilities
 - 7.1.4.5 The manual must address all DSAAPD specifications, policies and procedures.
 - 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
 - 7.1.6 Providers must verify and document the age of participants.
 - 7.1.7 All site staff must be fully trained and qualified (refer to DSAAPD Policy on Site Certification Program Requirements Policy X-V-12).
 - 7.1.8 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.
 - 7.1.9 Personnel and volunteers associated with the service must be trained in and adhere to the most recent FDA Food Code specifications for food safety, including temperature control of foods, as well as fire safety and basic first aid, particularly in dealing with choking and coronary events.
 - 7.1.10 When meal service is subcontracted, the Provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
 - 7.1.11 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
 - 7.1.12 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.



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Congregate Meals

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- 7.1.13 As evidence of good cost control, Providers must document the cost of food items per menu items and per meal, including the cost of USDA commodities utilized.
- 7.1.14 The Provider must maintain adequate storage practices, inventory control of USDA commodities and insure that its use is in conformance with the requirements of USDA.
- 7.1.15 Providers must attempt to complete a NAPIS intake form for every meal participant.
 - 7.1.15.1 Providers must collect and report the information required by NAPIS and send the information to DSAAPD.
 - 7.1.15.2 Information on the NAPIS intake form must be reviewed and changes updated annually.
- 7.1.16 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist regarding counseling/nutrition screening. Selected high-risk participants will be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions will be submitted. (See Attachment E).
- 7.1.17 Providers may offer medical foods as meal replacements to medically/nutritionally at risk participants. Written MD approval is required. At least three (3) of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-18)). Assessment and follow-up by a screening nutritionist is required.
- 7.1.18 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
- 7.1.19 Providers must develop a cycle menu.
- 7.1.20 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.21 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.1.22 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.23 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, and evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the agency's Registered and Delaware State Licensed Dietitian.
- 7.1.26 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:
 - 7.1.26.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.1.26.2 The site must have a pleasant environment and adequate lighting.
 - 7.1.26.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.1.26.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.1.26.5 The site must be available for a minimum of four (4) hours daily.
 - 7.1.26.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.1.26.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.1.26.8 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.
- 7.1.27 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.1.28 Sponsorship should include a minimum of the following standards:
 - 7.1.28.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.1.28.2 Provide utilities and custodial service.
 - 7.1.28.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.1.28.4 Provide use of service and dining area for the distribution of meals.
 - 7.1.28.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.1.28.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.



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7.1.29 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.

7.2 Prohibited activities

- 7.2.1 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:
 - 7.2.1.1 Providing meals to ineligible persons.
 - 7.2.1.2 Providing supportive services other than outreach, referrals, nutrition education and nutritional counseling.
 - 7.2.1.3 Denying services to eligible persons because of their inability or failure to contribute to the cost of meals.
 - 7.2.1.4 Providing a take-out meal in addition to a regular meal.

7.3 Staffing Requirements

- 7.3.1 Each provider must have on-staff a <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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 provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- 8.2 The following information will also 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



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Congregate Meals

Title III

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 the service 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 congregate meals 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
A.	Enter the total number of meals served to eligible persons	19,000	19,000	19,000	19,000	76,000
B.	Break down the # of meals on line A by the following categories:					
	Mid-day meals	19,000	19,000	19,000	19,000	76,000
	All meals that are not mid-day meals	0	0	0	0	0
C.	Enter the # of mid-day meals by the following categories:					
	Prepared meals	18,635	18,635	18,635	18,635	74,540
	Medical foods(2 cans = 1 meal)	362	363	363	362	1,450
	 Specialized Medical Foods (2 cans = 1 meal) 	3	2	2	3	10
D.	Enter the total # of non-mid-day meals by the following categories:	0	0	0	0	0
	Prepared Meals	0	0	0	0	0
	Evening	0	0	0	0	0
	Breakfast	0	0	0	0	0
	Medical Foods (2 cans = 1 meal)	0	0	0	0	0
	 Specialized Medical Foods (2 cans = 1 meal) 	0	0	0	0	0
E.	Enter the # of meals noted on Line A by the following categories:	0	0	0	0	0
	1. Holiday	0	0	0	0	0
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	9,313	9,314	9,314	9,314	37,255
F.	Total # of unduplicated participant served	2,052	771	772	772	4,367
	 Persons of high nutrition risk 	79	28	29	29	165
	2. New persons	2,052	771	772	772	4,367
G.	# of group education sessions offered to participants	6	6	6	6	24



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Н.	Total hours of nutrition counseling:	13	13	13	13	52
	1. unduplicated persons counseled	13	13	13	13	52
	high nutrition risk persons counseled	13	13	13	13	52
	3. # of new persons counseled	13	13	13	13	52
I.	# of information and assistance contacts provided to participants	2052	771	772	772	4367
J.	Number of outreach contacts	0	0	0	0	0
K.	# of training sessions offered to staff/volunteers	3	3	3	3	12
L.	# of monitoring visits to assess compliance with DSAAPD requirements	6	3	6	3	18
M.	Average total meal donation:	3.38	3.38	3.38	3.38	3.38
	1. Noon meal	3.43	3.43	3.43	3.43	3.43
	2. Breakfast	0	0	0	0	0
	3. Medical Foods	0.27	0.27	0.27	0.27	0.27
	4. Evening	0	0	0	0	0



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	
Registration NumberDN-0000242	
Print NameJaime Sherman	
Contact Phone Number/Email(302) 734-1200 X 144 nutrition@modern-maturity.org	
Address 1121 Forrest Avenue	
Dover, DE 19904	
Nutrition Program Director <u>same</u>	
Contact Phone Number/Emailsame	
Addresssame	
same	

- 1. This menu must consist minimally of a <u>6</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.

Diabetic, Renal, Diabetic Renal, Low Cholesterol



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment D

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

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{4}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Tooth / mouth problems

3 or More Prescriptions

Needs Help With Shopping

Eat Alone

Lost Weight

Gained Weight

Not Enough Money

Agency

DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Modern Maturity Center

Congregate Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Yes

Yes

Yes

Yes

Yes

Yes

Yes

Yes

No

No

If requested

If requested

Yes

Yes

Social Worker

Site Manager

Dietitian

Dietitian

Dietitian

Social Worker

Social Worker

3	1100011111100111	Center			
Н	ome-Delivered	Congrega	ateX		
	NSI Statement	Follow- up	Risk participa nts	Non-risk participa nts	Staff responsibility
	Health Problems	Individual Counseling	Yes	If requested	Dietitian
	Eat only 1 meal per day	If health problems or weight loss	Yes	If requested	Dietitian
	No fruits/vegetables	Counseling	Yes	No	Dietitian
	3 or more alcoholic drinks	Referrals	No	No	Social Worker

Referrals

Provide info at

sites / MMC newspaper

Referrals

Counseling

Counseling

Referrals

Referrals

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 participant (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- · Staff personnel involved in activities

MODERN MATURITY CENTER Agency: Nutrition - Home Delivered Meals Program/Service:

10/1/2014 - 9/30/2015 Contract Year:

TOTALS		5,521		\$43,186
Nutrition Intervention				
Other (specify)				
Shelf	\$13.23	100		\$1,323
Emergency Medical Specialized Meal Food Med. Food	\$3.20	117		\$374
Medical	\$2.20	548		\$1,206
Bag Meal Evening				
Evening				
Mid-Day	\$8.47	4,756		\$40,283
90	A, Unit Cost	B. Planned Service Units	C, Total Resources Needed	a. Maximum DSAAPD Resources (A x B) \$40,283
SSBG	Ÿ.	æ,	ن ن	

Shelf Other Nutrition	Stable (specify) Intervention TOTALS	\$4.40	\$2.20	\$2.20 \$23.00	3,200 80 179,887		\$7,040 \$1,242,149	000'62\$	\$7,040 \$106,250	\$138,017	
Specialized	Med. Food	\$3.55	\$0.95	\$2.60	680		\$1,768		\$646		
Medical	Food	\$2.20	\$0.56	\$1.64	3,007		\$4,931		\$1,684		
Emergency	Meal										
Bag Meal	Evening										
	Evening										
	Mid-Day	\$7.65	\$0.56	\$7.09	173,000		\$1,226,570		\$96,880	3.5 8.51	
OAA Programs (With Program Income)		Unit Cost	Program Income per Unit of Service	DSAAPD Reimbursement Rate (A x B)	Planned Service Units	Total Resources Needed:	а. Maximum DSAAPD Resources (С x D)	b. NSIP (Commodity Food)	c. Program Income (B x D)	d. 10% Matching Funds	
OAA Pr		ď.	ë	ن	О.	ш					

Total Home Delivered Meals Contract Amount \$1,285,335

MODERN MATURITY CENTER Agency:

Nutrition - Congregate Meals Program/Service:

10/1/2014 - 9/30/2015 Contract Year:

OAA Pr	OAA Programs (With Program Income)			Ĺ	Medical	Ŋ	Other	Nutrition	6
		Breakfast	Mid-day	Evening	Food	Food	(specify)	Intervention	TOTALS
ď.	Unit Cost		\$7.80		\$1.80	\$2.60			
മ്	Program Income per Unit of Service		\$3.20		\$1.10	\$0.00		SALVE STATE	
ပ	DSAAPD Reimbursement Rate (A - B)		\$4.60		\$0.70	\$2.60		\$23.00	
o.	Planned Service Units		74,540		1,450	10		52	76,000
ш	Total Resources Needed:								
ю	Maximum DSAAPD Resources (C x D)		\$342,884		\$1,015	\$26		\$1,196	\$345,121
نه	NSIP (Commodity Food)								\$25,678
ပ	Program Income (B \times D)		\$238,528		\$1,595	\$0			\$240,123
ö	10% Matching Funds								\$38.347

Total Congregate Meals Contract Amount \$345,121

\$38,347

 $(E.a. \div 0.9) - E.a.$

				BUDGE	BUDGET WORKSHEET	HEET				
				MODERN MANN 10/1/2	MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015	ENTER am 215				
	Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
2	Staff Salaries	\$802.740	\$577,700	\$5,938	0\$	0\$		\$97,459		
C-2	Staff Fringe Benefits	\$188,373	\$135,565	\$1,393	\$0	80		\$22,8		
္ပ	l i	\$15,650	\$13,650	\$2,000	0\$	\$0	0\$	0\$		\$0
	Mileage = Rate \$0.00 X 0000	\$15,000	\$13,000	\$2,000						
	Training Other (enecity)	\$650	\$650							
4		\$319,733	\$230,643	80	80	0\$	\$26,176	\$62,914		80
		\$17.744					\$17,744			
Ц	Electricity	\$67,080	\$53,000					\$14,080		
	Heat	\$29,613	\$18,500					\$11,113		
H	Telephone/Internet	\$4,300	\$4,300					6		
V	Utilities Other	\$14,900	0006					ODO, Le		
	Printing/Advertising	0084	\$900							
	Insurance	\$21,039	\$13.982					\$7,057		
	Repairs	\$77,630	\$39,534				\$8,432	\$29,664		
	Audit Fees	\$12,825	\$12,825							
	Equipment Lease	\$6,000	\$6,000							
	Hiring Checks	\$200	\$200							
	Maintenance /Repairs	20L 298	\$65,102							
	Office (specify)									
5.5		\$881,375	\$629,712	\$33,855	80	0\$	0\$	\$163,130	\$54,678	\$0
		\$17,440	\$12,412					\$5,028		
	Paper Supplies									
	Medical Supplies	0.00	007	007 176						
(1)	Photocopy	0.00 0.00 0.00 0.00	9 170							
	Raw Food	\$612,814	\$407,470	03				\$136,891	\$54,678	
	Prepared Meals	\$15,403	\$7,040					\$7,040		
	Vehicle (oil, gas, etc)	\$7,354	\$7,354							
=10	Expendibles	\$92,452	\$75,004	\$3,277				\$14,171		
ဖ ပ	117	\$0	\$0	\$0	\$0	\$0	\$	0\$		80
	Other (specify)									
C-7		90	90	80	80	0\$	0\$	0\$		
ထ ပ	Total Budget	\$2,207,871	\$1,587,270	\$43,186	0\$		\$176,3	\$346,3	\$54,678	\$0
ပ်	1	\$2,031,507					8 10			
	Local Cash / In Kind									

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

Staff Salaries	Amount charged to DSAAPD	\$583,638
Explain how Staff Salaries were determined	and justify any increase from the previous co	ntract year.
Salaries and fringe benefits were allocated additional fringe benefits for Obama Care ar	based on actual wages with Project Income sund Workman's Compensation increases. A poblic included in the budget. The Nutrition Total si	ipplying the rtion of support
Staff Fringe Benefits	Amount charged to DSAAPD	\$136,958 23%
Explain how Staff Fringe Benefits were dete Show the break down of the Fringe Benefit	ermined and justify any increase from the prev	ious contract yea
SHOW THE DIESK GOWIT OF THE FITTING DETICIT		
Full time fringe benefit rates: 29.43%, FICA Workman's Compensensation is 3%. The	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.0%, ar
Full time fringe benefit rates: 29.43%, FICA	A is 7.65%, Health and/or TDA is 13.7%, Retire	ement is 5.

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

Travel / Training		Amount charged to DSAAPD	\$15,650
Explain how the following ncrease from previous	ng costs were dete	ermined, what is included in the costs and justify	any
	contract year.		
Mileage*			
Mileage <u>37500</u>	Rate \$0.40	Total Mileage =\$15,000.00	
		Amount charged to DSAAPD roximately 37,500 total miles this year. Most of t	\$15,000
* DSAAPD maximum allo	owable mileage rate	e is \$0.40/mile	
Training			
1 1 0011111123		Amount charged to DSAAPD	\$650
Training did not change).	Amount charged to DSAAPD	\$650
	3.	Amount charged to DSAAPD	\$650
).	Amount charged to DSAAPD	\$650
).	Amount charged to DSAAPD	\$650
).	Amount charged to DSAAPD Amount charged to DSAAPD	\$650
Training did not change).		
Training did not change).		
Training did not change			
Training did not change			

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

R	ental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
				\$0
			Y-	\$0
				\$0
			10	\$0
			Total Rent	\$0
	Months Charged to l	THE RESERVE	Total Rent Monthly Rent charged to DSAAPD	\$0 \$0 \$0
Rent - Addit	tional Narrative	Amount	Monthly Rent	\$0 \$0 \$53,000
Rent - Addit Electricity Electricity base from previous y	d on cost from the cur	Amount of Amount	Monthly Rent charged to DSAAPD ated based on square for	\$0 \$0 \$53,000
Rent - Addit Electricity Electricity base from previous y	d on cost from the cur	Amount of Amount	Monthly Rent charged to DSAAPD ated based on square for	\$0 \$0 \$53,000 potage. No char

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

	Amount charged to DSAAPD	\$13,900
Itilities Other tilities have no change from previous year.	150110000	
rinting/Advertising	Amount charged to DSAAPD	\$900
rinting/Advertising have no change from prev	ious year.	
ostage	Amount charged to DSAAPD	\$2,400
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.	Amount charged to DSAAPD	\$13,982
o change from previous year.		
nsurance lo change from previous year. Repairs	Amount charged to DSAAPD Amount charged to DSAAPD	\$13,982 \$39,534
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs		
nsurance lo change from previous year. Repairs lo change from previous year.		
nsurance lo change from previous year. Repairs		
nsurance To change from previous year. Repairs To change from previous year.	Amount charged to DSAAPD	\$39,534

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

quipment Lease	Amount charged to DSAAPD	\$6,000
o change from previous year.		
liring Checks	Amount charged to DSAAPD	\$200
o change from previous year.		
laintenance /Repairs o change from previous year.	Amount charged to DSAAPD	\$65,102
	at .	
Other (specify)	Amount charged to DSAAPD	\$0
Other (specify)	Amount charged to DSAAPD	\$0
Additional Contractual Narrative		

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

cluded in the costs and justify a ount charged to DSAAPD ount charged to DSAAPD	\$12,412
ount charged to DSAAPD	60
ount charged to DSAAPD	60
	\$0
ount charged to DSAAPD	\$0
ount charged to DSAAPD	\$135,912
ount charged to DSAAPD	\$0
ount charged to DSAAPD	\$421,245
	ount charged to DSAAPD

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

Amount	charged to DSA	APD \$	88,363
f of Meals 3300		Total\$	43,659
neals. \$13.23 per bo	x of 5 meals for 9		
Amount	charged to DSA	APD	7,354
Amount	charged to DSA	APD \$	78,281
Amount	charged to DS/	APD	\$0
Amount	charged to Der	UNI D	Ψ
	of Shelf Stables meaneals. \$13.23 per book Project Income equal	of Shelf Stables meals ordered and dineals. \$13.23 per box of 5 meals for Stroject Income equally. Amount charged to DSA Amount charged to DSA	of Shelf Stables meals ordered and distributed to clineals. \$13.23 per box of 5 meals for SSBG. Cost for Project Income equally. Amount charged to DSAAPD

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

narged to DSAAPD \$0
narged to DSAAPD \$0
narged to DSAAPD \$0

xplain how PROGRAM INCOME was determined: llocated using projections of project income. No change from previous	\$346,373
nocated using projections of project meaning. The sharings from provided	, oai,
xplain how INDIRECT COST was determined:	\$0
xplain how INDIRECT COST was determined:	\$0
xplain how INDIRECT COST was determined:	\$0
xplain how INDIRECT COST was determined:	\$0
xplain how INDIRECT COST was determined:	\$0

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

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

Column H Local Cash & In-Kind

MATCHING FUNDS (OAA Funding ONLY)

**Total Amount of Local Cash/In-kind (Cell H45 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell H48 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/In-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/In-Kind allocated on the "Budget Worksheet".

IN-KIND CONTRIBUTIONS

Detailed Description of Revenue Sources Used as Match	Amount
Death based on assume feetons for Occurrents (conservation of OCO 2001 of C	C47 744
Rent based on square footage for Congregate (space 4,162 sq.ft. @\$6.26/sq.ft.)	\$17,744
Volunteer Drivers 13,934 hrs X \$8.73	\$121,643
Fringe for Volunteer Drivers (23.5%)	\$28,545
Repairs	\$8,432
TOTAL	\$176,364

LOCAL CASH

Detailed Description of Revenue Sources Used as Match		Amount
	TOTAL	\$0

TOTAL AMOUNT OF LOCAL CASH / IN-KIND MATCH NEEDED

\$176,364 \$176,363

	FINAL BUDGET	H		
MA 10/	MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015			
	BUDGET ITEMS	BUDGET		
5	C-1 Staff Salaries	\$802,740		
C-2	C-2 Staff Fringe Benefits	\$188,373		
5	C-3 Travel/Training	\$15,650		
24	C-4 Contractual	\$319,733		
5-5	C-5 Supplies	\$881,375		
ပ	C-6 Equipment/Other Direct Costs	0\$		
C-7	C-7 Indirect Costs (Total Salaries w/o Fringe x Rate)	\$0		
အ ပ	Total Budget (Including Local Cash / In-Kind)	\$2,207,871		7
		The second		
6-O	Total Budget w/o Local Cash / In-Kind	\$2,031,507	N. STATE	
			OAA	SSBG
	Planned Units of Service	261,408	255,887	5,521
0.5	Planned Program Income	\$346,373		
-1	Other Resources (USDA Commodities)	\$54,678		
	DSAAPD Resources Needed	\$1,630,456		
	Total Resources w/o local cash/in-kind	\$2,031,507		1000
	DSAAPD Resources Needed = (C-9)Total Budget w/o Local Cash or In-Kind - Planned Program Income - Other Resources (USDA Commodifies)	d Program Income - Other I	Resources (USDA C	commodifies)
			TOTAL STREET,	

COMPARISON WORKSHEET	SHEET		
MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015	INTER Im		
A. Projected Contract Expenses w/o Local Cash / In-Kind	Current	Proposed	- 1
% Line Item Change	Contract	Contract	Variance
1. Salary	\$681,097	\$681,097	%0.0
2. Fringe Benefits	\$159,828	\$159,828	0.0%
3. Travel / Training	\$15,650	\$15,650	0.0%
4. Contractual	\$293,557	\$293,557	0.0%
5. Supplies	\$908,595	\$881,375	-3.0%
6. Equipment / Other Direct Costs		\$0	
7. Indirect Costs		\$0	
Total Projected Contract Expenses w/o Local Cash / In-Kind	\$2,058,727	\$2,031,507	-1.3%
B. Project Revenue (Funding Sources)			
Total DSAAPD Funds Requested	A. A. A. A.		2
■ Final Budget	\$1,659,042	\$1,630,456	-1.7%
Other Revenue Sources			
■ USDA	\$54,678	\$54,678	%0
■ Project Income	\$345,007	\$346,373	0.4%
Total Contract Revenue	\$2,058,727	\$2,031,507	-1.3%
C. Units of Service	258,384	261,408	1.2%
* Total Contract Revenue must equal Total Contract Expenses * Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG	ontract Expenses NSIP Cash or SSBG		1 10 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5

CONGREGATE NUTRITION WORKSHEET

MODERN MATURITY CENTER MANNA Meal Program 10/1/2014 - 9/30/2015

Budget Items		TOTAL			wear type and c	Medical	nterventions Special	Other	Nutrition
	Budget items	IOIAL	Breakfast	Mid-day	Evening	Foods	Foods	(specify)	Intervention
	Staff Salaries	\$236,513		\$234,738	-	\$579		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$1,196
	Staff Fringe Benefits	\$50,316		\$50,196		\$120			
C-3	Travel/Training (Total)	\$1,276	\$0	\$1,262	\$0	\$14	\$0	\$0	\$0
	Mileage = Rate X Miles	\$1,149		\$1,135		\$14			
	Training	\$127		\$127					
C 4	Other (specify) Contractual (Total)	\$92,405	\$0	\$92,405	\$0	\$0	\$0	\$0	\$0
U-4	Rent (include cost per sq. ft.)	\$6,445	30	\$6,445	40	40	- Ju	Ψ0	90
	Electricity	\$33,950		\$33,950					
	Heat	\$9,635		\$9,635			- 1		
	Telephone/Internet	\$1,556		\$1,556					
	Utilities Other	\$0							
	Printing/Advertising	\$140		\$140					
	Postage	\$761		\$761					
	Insurance	\$10,063		\$10,063					
	Repairs	\$22,331		\$22,331					
	Audit Fees	\$3,133		\$3,133					
	Equipment Lease	\$2,878		\$2,878					
	Hiring Checks	\$200		\$200					
	Maintenance /Repairs	\$1,313		\$1,313					
	Other (specify)	\$0							
	Other (specify)	\$0		*****		0.1.007	200		
C-5	Supplies (Total)	\$268,759	\$0	\$266,836	\$0	\$1,897	\$26	\$0	\$0
	Office Supplies	\$2,897		\$2,897					
	Paper Supplies	\$0 \$0							
	Medical Supplies Program Supplies	\$60,105		\$60,105					
	Photocopy	\$0,105		\$60,105					
	Raw Food	\$197,385		\$195,490		\$1,869	\$26		
	Prepared Meals	\$0		0130,430		Ψ1,000	Ψ20		
	Vehicle (oil, gas, etc)	\$1,395		\$1,395					
	Expendibles	\$6,977		\$6,949		\$28			
	Other (specify)	\$0							
C-6	Equipment/Other Direct Costs							100	
	(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	\$649,269	\$0	\$645,437	\$0	\$2,610	\$26	\$0	\$1,196
		0045 404		0040.004		C4 045	\$26		\$1,196
	Older Americans Act Units of Service	\$345,121 76,000		\$342,884 74,540		\$1,015 1,450	10		\$1,196 52
	Reimbursement Rate	76,000		\$4.60		\$0.70	\$2.60		\$23.00
	Reillibursement Rate			W-100		40,70	Ψ2.00		Ψ20.00
	SSBG	\$0							
	Units of Service	0							
	Reimbursement Rate				A				
	State	\$0						Ti I	
	Units of Service	0							
	Reimbursement Rate								
	Tobacco	\$0							
	Units of Service	0							
	Reimbursement Rate								
	ALL THE STATE OF T	20/2/2		0000 500		64 505			
	Program Income	\$240,123		\$238,528		\$1,595	\$0		
	Units of Service	75,980		74,520		1,450	10		
_	Per Meal			\$3.20		\$1.10	\$0.00		
	USDA Commodities	\$25,678		\$25,678					
	Units of Service	74,540		74,540					
	Per Meal	14,540		\$0.34					
	I OI INIOCII			WU.04					

HOME DELIVERED NUTRITION WORKSHEET

MODERN MATURITY CENTER 10/1/2014 - 9/30/2015 MANNA Meal Program

Dudget Hear	TOTAL	Mid Day	Fuening				n Interventions		Other	Nutrition
Budget Items	TOTAL	Mid-Day Meals	Evening Meals	Bag Meal Evening	Emergency Meals	Medical Food	Special Med. Food	Shelf Stable	Other (specify)	Intervention
C-1 Staff Salaries \$566,227		\$561,315	ivieais	Evening	IVICALS	\$3,072	Wed. Food	Stable	(Specify)	\$1,840
C-2 Staff Fringe Benefits	\$138,057	\$137,393				\$664				
C-3 Travel/Training (Total)	\$14,374	\$14,353	\$0	\$0	\$0	\$21	\$0	\$0	\$0	\$1
Mileage = Rate X Miles	\$13,851	\$13,830				\$21				
Training	\$523	\$523								
Other (specify)	\$0									
C-4 Contractual (Total)	\$227,328	\$227,328	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Rent (include cost per sq. ft.)	\$11,299	\$11,299								
Electricity	\$33,130	\$33,130								
Heat	\$19,978	\$19,978								
Telephone/Internet	\$2,744	\$2,744								
Utilities Other	\$14,900	\$14,900								
Printing/Advertising	\$760	\$760								
Postage	\$1,639 \$10,976	\$1,639 \$10,976								
Insurance	\$55,299	\$55,299								
Repairs Audit Fees	\$9,692	\$9,692								
Equipment Lease	\$3,122	\$3,122								
Hiring Checks	\$0,122	VO, 122								
Maintenance /Repairs	\$63,789	\$63,789								
Other (specify)	\$0	1,50[1,00								
Other (specify)	\$0									
C-5 Supplies (Total)	\$612,616	\$590,361	\$0	\$0	\$0	\$4,064	\$2,788	\$15,403	\$0	- \$
Office Supplies	\$14,543	\$14,435				\$108				
Paper Supplies	\$0									
Medical Supplies	\$0									
Program Supplies	\$75,807	\$75,807								
Photocopy	\$0									
Raw Food	\$415,429	\$408,744				\$3,915	\$2,770	015 100		
Prepared Meals	\$15,403	******						\$15,403		
Vehicle (oil.gas, etc)	\$5,959	\$5,959				\$41	\$18			
Expendibles	\$85,475	\$85,416		-		341	\$10			
Other (specify) C-6 Equipment/Other Direct Costs	\$0									
(Total)	\$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	\$1,558,602	\$1,530,750	\$0	\$0	\$0	\$7,821	\$2,788	\$15,403	\$0	\$1,84
Older Americans Act	\$1,242,149	\$1,226,570				\$4,931	\$1,768	\$7,040		\$1,84
Units of Service	179,887	173,000				3,007	680	3,200		8
Reimbursement Rate	175,001	\$7.09				\$1.64	\$2.60	\$2.20		\$23.0
Nonviburacine it Nate		Ψ1.05				U.,54		\$2.20		123,0
SSBG	\$43,186	\$40,283				\$1,206	\$374	\$1,323		
Units of Service	5,521	4,756				548	117	100		
Reimbursement Rate		\$8.47				\$2.20	\$3.20	\$13.23		
								18 11		A THE RES
State	\$0									
Units of Service	0									
Reimbursement Rate										
Tobacco	\$0									
Units of Service	0									
Reimbursement Rate										
Droggom Ingoms	\$106,250	\$06 ppp				\$1,684	\$646	\$7,040		
Program Income Units of Service	179,887	\$96,880 173000				3007	680	3200		
Per Meal	179,007	\$0.56				\$0.56	\$0.95	\$2.20		
rei ivieai		\$0.36				3 0.30	Ψ0.33	Ψ2.20		1100
USDA Commodities	\$29,000	\$29,000								
Units of Service	172,500	172,500								
Per Meal	. , 2,000	\$0.17								
	\$138,017	\$138,017								

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Appendix E

DSAAPD Policy Manual for Division Contracts http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf (Included by Reference)

DSAAPD Policy Manual for Division Contracts – Nutrition http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf (Included by Reference)

Appendix F

DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G

Work Plan

Work Plan 2015

CONGREGATE MEALS

SERVICE GOAL:

The goal of the MANNA Nutrition Program is to provide a nutritious midday meal that meets 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. Refer to menu format and DSAAPD menu guidelines for exact requirements. We strive to improve or maintain nutritional status and maintain independence of the client.

UNIT OF SERVICE:

The unit of service is one complete meal provided to one eligible participant. Eligible participants include: persons 60 years of age or older and their spouses (regardless of the age of their spouses), persons providing designated volunteer services during meal hours, and 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 the elderly. The MANNA program services two low income housing developments (Luther Towers and Peach Circle). An eligible participant may also be a disabled person residing with an older eligible individual.

We also provide medical food supplements (Ensure) and Specialized Medical Food Supplements (Glucerna and Pulmocare) to adults over the age of 60 for a donation (equal to what we pay per can). With a prescription from their doctor, the NAPIS and Nutrition Screening Form are completed on each client and these supplements are distributed on a weekly basis. Two cans of these supplements are considered one meal and are used as a meal replacement, not in addition to the meal.

Participants under the age of 60 may receive these supplements but at full per can cost.

As there is no waiting list, guests under age 60 are allowed to participate in the meal program and are required to pay the full cost of the meal.

SERVICE AREA:

The Congregate meals are served at six nutrition sites throughout the county:

Modern Maturity Center 1121 Forrest Avenue

1775 Wheatleys Pond Road Smyrna, DE 19977

Mamie A. Warren Senior Center

Dover, DE 19904

Peach Circle Nutrition Site

Luther Towers 430 Kings Highway Dover, DE 19901

(to include some of New Castle County)

800 Peach Circle Smyrna, DE 19977

Harrington Senior Center 102 Fleming Street

Milford Senior Center

Harrington, DE 19952

(to include city limit of Milford in Sussex County)

111 Park Avenue Milford, DE 19963

SERVICE STANDARDS:

The MANNA program has a written agreement with each site which is updated annually. These agreements delineate the responsibilities of each center and the MANNA program.

While the MANNA program provides all of the supplies necessary for daily functioning of the center (ie: food and paper goods), the host sites provide (among other items) such items as: office, telephone, and desk space for the Site Managers, dining area and kitchen equipment, utilities, custodial service, equipment repair.

The MANNA program and the host sites work together to recruit volunteers to assist with the meal program. The MANNA program is also a host for volunteers in the Retired Senior Volunteer Program.

Proof of age is documented when clients join the center to become members, and information is verified when they complete a NAPIS form. Guests and visitors are asked to complete a NAPIS if they are return clients.

STAFF:

There is a full time Project Director / Licensed Dietitian Nutritionist responsible for the daily operation of the program. There is also a Full-Time Food Production Manager responsible for the daily operation of the main kitchen.

The MANNA program has on staff one Site Manager at each site who is responsible for running the day-to-day operations of each site including paperwork and meal service. The Modern Maturity Center has a full staff of kitchen employees to prepare the meals, and the MANNA program provides paid Kitchen Helpers to the satellite sites (except for Mamie A Warren which relies on volunteers and paid staff through the host center.)

All kitchen staff is trained on food safety and is given the opportunity to attend (at Modern Maturity Center's expense) the ServSafe Certification class. The Kitchen Manager and other sections supervisors currently maintain this certification.

Training is provided to all staff throughout the year on various topics including food safety, FDA Food Code Specifications, MANNA and DSAAPD policies and procedures, and nutrition education. Attendance is taken and information is provided to non-attendees. The Site Managers are held responsible for training their staff. Volunteers are allowed to attend training sessions as desired.

CLIENT SERVICES:

The MANNA Nutrition Program also partners with the Caregiver Resource Center and the Care Manager to assist clients as best as possible. These resources can provide clients with information on a variety of topics such as: Medicare, SSI, SNAP Program, and other issues of health and independence.

NUTRITION EDUCATION AND COUNSELING:

Nutrition education sessions are conducted at least once per month. In addition to special sessions on nutrition, the MANNA Nutrition Program maintains a Diabetic Support Groups every month. Nutrition Education Sessions are held at Modern Maturity Center and are promoted throughout the centers.

These nutrition education session topics are chosen based on current topics in nutrition, health conditions of this aging population, and various individual requests for information. The Project Director or guest speakers conduct these sessions.

The Project Director (also a Licensed Dietitian) provides individual counseling on any nutrition related topic as desired. Many of these educational sessions are related to diabetes, medical conditions, and weight loss. Services are promoted at each site and at the monthly New Member's Breakfasts. Sessions are typically one hour in length and review daily eating habits and include visual aides. Nutrition education sessions are documented on the Activity Log.

MENUS AND COST CONTROL:

Menus are devised using 1/3 of the current DRI's and DSAAPD nutrition requirements. (See DSAAPD Guidelines) and are run on a multi week cycle.

Menus may break from the cycle routine due to special events, holidays, or birthday meals (the second Thursday of every month). These special meals may be above nutrition guidelines.

All midday meals are analyzed and take into account seasonal foods, client requests, and results of twice annual meal evaluation surveys.

As evidence of good cost control, each menu item is priced out and USDA products are used to reduce cost as much as possible. Menus previously used may be reanalyzed to utilize current USDA products. An inventory of USDA products used is kept on file.

While servers are trained on portion control for the Congregate serving lines, The MANNA Nutrition Program does allow for some individualization with client meals if they request smaller portions or if they do not desire a certain food. The MANNA program also provides a low Cholesterol alternative (Salisbury steak instead of liver), and low sugar puddings and drained fruits for Diabetic clients. Nutrition counseling is available for any congregate client as desired to assist them with making better choices in their meal planning.

Participants and caregivers are informed of the suggested donation price and are given the opportunity to contribute toward the cost of the meals. Medical Food recipients are given the opportunity to donate for their supplement.

Various fundraisers are held to contribute to the cost of the meal.

Excess food is not saved or recombined into a meal.

The Modern Maturity Center holds monthly dinner dances as a buffet style meal. These meals are not analyzed or reimbursed by DSAAPD.

NAPIS:

Attempts are made to complete a NAPIS on every client. The NAPIS form is updated annually and included in the New Member's Packet. This information is sent to DSAAPD at the beginning of each fiscal year.

CONGREGATE MEAL SERVICE:

The Congregate Meal service is provided in facilities that meet all regulations and standards.

In addition to being monitored regularly by the Department of Public Health, the Project Director monitors all sites twice a year and at least two sites twice a year. All Site Managers (and Kitchen Manager at the Modern Maturity Center) are required to sign documentation that corrections have been completed.

All sites have a pleasant environment, décor, and adequate lighting.

Provisions are made for handicapped clients and individuals with limitations.

The Site Managers are available for 5.6 hours per day with meal service open for at least one hour at the satellite sites (longer as needed) and two hours per day (11:30 am to 1:30 pm) daily at the Modern Maturity Center.

PROHIBITED ACTIVITIES:

Meals are not provided to ineligible persons.

Referrals are made to the appropriate sources, as MANNA only provides nutrition related services.

No client is denied services or a meal due to his or her inability to pay.

We do not allow a take out meal in addition to a regular meal.

DONATIONS:

Participants and caregivers, including those in the Adult Day Services program, are informed of the suggested donation price and are given the opportunity to contribute toward the cost of the meals.

A policy is in place to safeguard the collection and accounting of all donations. There are two cashiers at The Modern Maturity Center who collect donations and maintain privacy with respect to the contribution amount. At the sites, volunteers collect the donations and ensure privacy with respect to the contribution amount. At the end of meal service at the sites, the Site Managers become responsible for the counting, documenting, and safeguarding the money. At the Modern Maturity Center, the Nutrition Assistant is responsible for collecting and safeguarding the money at the end of meal service. This employee is also responsible for combining the monies from all the sites.

WORK PLAN 2015

SSBG MEALS

SERVICE GOAL:

The goal of the MANNA Nutrition Program is to provide a nutritious midday meal that meets 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. Refer to menu format and DSAAPD menu guidelines for requirements. We strive to promote better nutritional health and maintain independence of a homebound isolated senior. Through minimal social contact with volunteers on a daily basis, it is our hope that quality of life is maintained or improved.

UNIT OF SERVICE:

The unit of service is one complete meal provided to one eligible participant as authorized by the DSAAPD.

We also provide medical food supplements (Ensure) and Specialized Medical Food Supplements (Glucerna and Pulmocare) to SSBG clients at the request of DSAAPD.

SERVICE AREA:

The Homebound meals are served via six nutrition sites throughout the county, and are sent via heated truck to these sites for dipping and distribution as determined by the DSAPPD:

Modern Maturity Center 1121 Forrest Avenue Dover, DE 19904

Luther Towers 430 Kings Highway Dover, DE 19901

Mamie A. Warren Senior Center 1775 Wheatleys Pond Road Smyrna, DE 19977

Peach Circle Nutrition Site (to include some of New Castle County) 800 Peach Circle Smyrna, DE 19977

Harrington Senior Center 102 Fleming Street Harrington, DE 19952

Milford Senior Center (to include city limit of Milford in Sussex County) 111 Park Avenue Milford, DE 19963

MEALS:

As authorized by the DSAAPD, midday meals, supplemental meals, and emergency meals are provided and policies are followed as dictated by DSAAPD. These meals may be provided for five or more days, hot, cold, or frozen.

Meal evaluation surveys are sent twice a year.

Staff is trained on safe preparation, handling, and serving of food.

INCOME ELIGIBILITY:

Services are provided to physically disabled adults between 18 and 59 years of age. They are also SSI recipients, AFDC recipients, and income eligible as authorized by DSAAPD.

UNIT COST:

Bills are sent to DSAAPD by the fifth of each month. Each meal type (midday, supplemental, medical meals, and emergency meals) are broken out separately in the budget.

Work Plan 2015

HOMEBOUND MEALS

SERVICE GOAL:

The goal of the MANNA Nutrition Program is to provide a nutritious midday meal that meets 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. Refer to menu format and DSAAPD menu guidelines for requirements. We strive to promote better nutritional health and maintain independence of a homebound isolated senior. Through minimal social contact with volunteers on a daily basis, it is our hope that quality of life is maintained or improved.

UNIT OF SERVICE:

The unit of service is one complete meal provided to one eligible participant. Eligible participants include: persons 60 years of age or older who are homebound due to illness, disability or isolation, the spouse of this client if it is in best interest of the client, and handicapped or disabled individuals under 60 who are living in subsidized housing developments where the elderly are served Congregate meals as well. This only pertains to residents of the Luther Towers and Peach Circle nutrition sites.

A disabled individual under the age of 60 may be considered eligible if they reside with an older individual who also receives meals.

We do not anticipate a waiting list for Meals on Wheels.

We also provide medical food supplements (Ensure) and Specialized Medical Food Supplements (Glucerna and Pulmocare) for a donation (equal to what we pay per can). With a prescription from their doctor, a Nutrition Screening Form is completed on each client, a file is maintained and these supplements are distributed on a weekly basis. These supplements are sent to the individual sites and the volunteers distribute them. Two cans of these supplements are considered one meal and are used as a meal replacement, not in addition to the meal.

SERVICE AREA:

The Homebound meals are served via six nutrition sites throughout the county, and are sent via heated truck to these sites for dipping and distribution:

Modern Maturity Center 1121 Forrest Avenue Dover, DE 19904

Luther Towers 430 Kings Highway Dover, DE 19901

Mamie A. Warren Senior Center 1775 Wheatleys Pond Road Smyrna, DE 19977 Peach Circle Nutrition Site (to include some of New Castle County) 800 Peach Circle Smyrna, DE 19977

Harrington Senior Center 102 Fleming Street Harrington, DE 19952

Milford Senior Center (to include city limits of Milford in Sussex County) 111 Park Avenue Milford, DE 19963

SERVICE STANDARDS:

The MANNA program has a written agreement with each site which is updated annually. These agreements delineate the responsibilities of each center and the MANNA program.

Home delivered meals are served on a daily basis or arranged on a different schedule to suit the client's needs. Due to such issues as medical appointments (dialysis, radiation, chemotherapy etc) alternate arrangements such as frozen meals are made as needed.

The MANNA program and the host sites work together to recruit volunteers to assist with the meal program. The MANNA program is also a host for volunteers in the Retired Senior Volunteer Program.

STAFF:

There is a full time Project Director / Licensed Dietitian responsible for the daily operation of the program. There is also a Full-Time Food Production Manager responsible for the daily operation of the main kitchen. The Meals on Wheels Coordinator is a Full-Time employee responsible for coordinating the daily aspects of the Meals on Wheels program and ensuring delivery of meals through Modern Maturity Center.

The MANNA program has on staff one Site Manager at each site who is responsible for running the day-to-day operations of each site including paperwork and meal service. The MANNA program provides paid Kitchen Helpers to the satellite sites (except for Mamie A Warren which relies on volunteers and paid staff through the host center.)

All kitchen staff is trained on food safety and is given the opportunity to attend (at Modern Maturity Center's expense) the ServSafe Certification class. The Kitchen Manager and other sections supervisors currently maintain this certification.

Four Outreach Workers assess the clients for Meals on Wheels and provide outreach and referral services as needed. MANNA works closely with the Care Manager and the Caregiver Resource Center to provide adequate services to those in need including making referrals to appropriate state agencies to serve clients that may be in danger.

Training is provided to all staff throughout the year on various topics including food safety, FDA Food Code Specifications, first aid, MANNA and DSAAPD policies and procedures, and nutrition education. Attendance is taken and information is provided to non-attendees. The Site

Managers are held responsible for training their staff. Volunteers are allowed to attend training sessions as desired.

Volunteers and paid Meals on Wheels drivers are instructed and trained on delivery procedures and who to contact in an emergency.

NUTRITION EDUCATION AND COUNSELING:

The Project Director (also a Licensed Dietitian) provides individual counseling on any nutrition related topic as desired. These sessions primarily take place over the phone and discuss the menus and their habits. Individual counseling sessions also take place in the client's homes or with caregivers as needed.

Educational news articles are written for the Modern Maturity Center newspaper on a monthly basis with the goal of promoting improved nutrition and health.

MENUS AND COST CONTROL:

Menus are devised using 1/3 of the current DRI's and DSAAPD nutrition requirements. (See DSAAPD Guidelines) and are run on a multi week cycle.

Meal evaluation surveys are conducted twice annually in the 2nd and 4th quarters. Menus may vary from the cycle routine due to special events, holidays, or birthday meals (the second Thursday of every month).

All midday meals are analyzed and take into account seasonal foods, client requests, and results of meal evaluation surveys. Any changes to the cycle menu are noted within the cycle.

Shelf stable meals (5 meals per box) are sent to all homebound clients beginning in October and will be distributed throughout the year. These meals are used in case of an emergency closing when meals cannot be delivered. There is a policy in effect for weather related emergencies. The shelf stable boxes are considered a midday meal and, while attempts are made to meet DRI guidelines, they are exempt from this requirement. The Site Managers are responsible for distributing these boxes to the existing clients, and the Outreach Workers deliver these meals to the new clients are they are approved for meals.

As evidence of good cost control, each menu item is priced out and USDA products are used to reduce cost as much as possible. Menus previously used may be reanalyzed to utilize current USDA products as they become allocated to us. An inventory of USDA products used is maintained on file.

The MANNA Nutrition Program does provide liberal special diets with a doctor's signed diet order. These special diets strive to meet DRI guidelines and include: Diabetic, Low Cholesterol, Renal, and Renal Diabetic. A description of each is listed below.

Diabetic – drained fruit, diabetic pudding, diabetic applesauce and fruit replaces sweets, cookies allowed depending upon high carbohydrate usage in week's meals.

Low Cholesterol – No liver

Renal – No oranges, bananas, or orange juice

Renal Diabetic – combines diabetic and renal diets

Various fundraisers are held to contribute to the cost of the meal.

Excess food is combined and served only as a frozen meal to homebound clients. The meals are chilled in compliance with the FDA food code guidelines and are delivered frozen to the client. Most meals in the cycle menu can be frozen only using the food with which it is analyzed.

Oliver trays are used to serve the meals and are easily opened for the blind and handicapped clients.

NAPIS:

The Outreach Workers complete a NAPIS on every client; this information also includes ADL and IADL on all clients. This information is sent to DSAAPD at the beginning of each fiscal year.

The Nutrition Assistant sends out diet orders to each physician and maintains records. She sends any changes to the sites as necessary. The Outreach Workers assess all clients every six months and are referred to the Dietitian as needed. Select files are chosen at random and clients are telephoned.

PROHIBITED ACTIVITIES:

Meals are not provided to ineligible persons

Referrals are made to the appropriate sources, as MANNA only provides nutrition related services.

No client is denied services or a meal due to his or her inability to pay.

DONATIONS AND BILLING:

Bills and reports are sent to DSAAPD as required.

A policy is in place to safeguard the collection and accounting of all donations from each site and the contributions are used to better service our clients.

Contract No. 35-1400-2015-45 CATS Sys Doc ID # 016834-0003-0000

CONTRACT FOR HOME DELIVERED & CONGREGATE MEALS

CONTRACT BETWEEN
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES
AND
CHEER, INC.

A) Introduction

- 1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and CHEER, Inc. (the Contractor).
- 2. The Contract shall commence on October 1, 2014 and terminate on September 30, 2015 unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

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.

DHSS Standard Contract Boilerplate Revised and Approved: 4/15/2014 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

Contractor shall be responsible for providing liability insurance for its personnel.

- 4. The policies required under Paragraph B3 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.
- 5. 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 A2.
- 6. Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
 - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
 - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
 - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and

ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
- b. Delaware's failure to use corrections or enhancements made available by Contractor;
- c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
- d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
- e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
 - i. Procure the right for Delaware to continue using it,
 - ii. Replace it with a non-infringing equivalent,
 - iii. Modify it to make it non-infringing.
- 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 service(s) 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

Service(s) 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.

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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, or local, law, statute, regulation or applicable 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, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch. 58.
- 10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by the Department for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with The Department prior to termination.

If termination for default is effected by the Department, the Department will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- 1. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of Contractor's default.
- 2. Upon termination for default, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, the Department shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Department.

The rights and remedies of the Department and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract. 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.

14. The Department may suspend performance by Contractor under this Contract for such period of time as the Department, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which the Department wishes to suspend. Upon such suspension, the Department shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from the Department to resume performance.

In the event the Department suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by the Department based on appropriated funds and approval by the Department.

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 Department:

1901 N. DuPont Highway

Main Admin Building, 1st Floor

New Castle, DE 19720

To the Contractor:

CHEER, Inc.

546 S. Bedford Street

Georgetown, DE 19947

15. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

- 16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
- 17. 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. Approval by Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

- 18. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A Divisional Requirements
 - Appendix B HIPPA Business Associate Agreement
 - Appendix C Services Specifications
 - Appendix D Contract Budget
 - Appendix E DSAAPD Policy Manual for Division Contracts (Included by Reference)
 - http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf

 DSAAPD Policy Manual for Division Contracts Nutrition

 (Included by Reference)

http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf

Appendix F - DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G - Work Plan

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract
- 2) Appendix F DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)
- 3) Appendix A Divisional Requirements
- 4) Appendix B HIPPA Business Associate Agreement
- 5) Appendix C Service Specifications
- 6) Appendix D Contract Budget
- 7) Appendix E DSAAPD Policy Manual for Division Contracts
 DSAAPD Policy Manual for Division Contracts Nutrition
- 8) Appendix G Work Plan

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

19. This Contract shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

- 20. 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.
- 21. 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.
- 22. 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 Contract, 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 Contract 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.

23. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

- 24. 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.
- 25. 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.
- 26. 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 Contract, 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 \$\frac{\$1,282,092}\$ in accordance with the budget presented in its respective contract 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

Notwithstanding any other provisions of this Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.

- 4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 5. 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

- 6. 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.
- 7. 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.
- 8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

"I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds."

Any certification related to information and documents produced to the Department shall be certified only by the Contractor's Contract Manager

- 9. 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.
- 10. 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.

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 N/A 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. The Contractor must maintain documentation of staff training on PM46.
- 2. When required by Law, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 <u>Del. Code</u> Section 708; and 11 <u>Del. Code</u>, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
- 3. If applicable, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), 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 N/A 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.
- 4. 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 $\underline{N/A}$ 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.

5. 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:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

For the Contractor:	For the Department:
Signature on File	cSignature on File
Name	Rita M. Landgraf Secretary
Executive Director	8(18/16 Date
	For the Division:
7-30-14	Signature on File
Date	Jill Rogers Director
	8/13/14 Date
	as
	8/11/14

Appendix A

Divisional Requirements

DIVISIONAL REQUIREMENTS

Sanctions

The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

- 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, http://www.hhs.gov/forms/HHS690.pdf (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.
- 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 13 of the Department 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.
- 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.
- 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.

Appendix B

HIPPA Business Associates Agreement

HIPPA BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), as each is amended from time to time. The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI.

WHEREAS, Business Associate provides Home Delivered & Congregate Meals for Covered Entity pursuant to a contract dated October 1, 2014 and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain Protected Health Information ("PHI") to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, THEREFORE, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.
- 2. <u>Obligations and Activities of Business Associate</u>. To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:
 - (a) <u>Use or Disclosure</u>. Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.
 - **(b)** Specific Use of Disclosure. Except as otherwise limited by this BAA, Business Associate may:
 - (i) use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as

long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate;

- (ii) use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
- (iii) de-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.
- (c) <u>Minimum Necessary</u>. Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.
- (d) <u>Safeguards</u>. Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.
 - (i) To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.
 - (ii) The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act §13402(h) and any guidance issued thereunder.
 - (iii) Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.
- (e) Agents and Subcontractors. Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents

and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

- (f) <u>Reporting</u>. Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.
 - (i) In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 2(g) of this BAA.
 - (ii) Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.
 - (ii) Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.
- (g) <u>Mitigation</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.
- (h) <u>Audits and Inspections</u>. Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.
- (i) Accounting. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R. §164.528 and any subsequent regulations issued thereunder. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.
- (j) <u>Designated Record Set</u>. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:
 - (i) for Covered Entity to comply with its access obligations in accordance with 45 C.F.R. §164.524 and any subsequent regulations issued thereunder; and

- (ii) for amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R. §164.526 and any subsequent guidance.
- (k) <u>HITECH Compliance Dates</u>. Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. Obligations of Covered Entity.

- (a) Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. Term and Termination.

(a) <u>Term.</u> This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

(b) Termination Upon Breach.

(i) Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if nonseverable, the Master Agreement.

(c) <u>Termination by Either Party</u>. Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

(d) <u>Effect of Termination</u>.

- (i) To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.
- (ii) If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.
- (iii) Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. Miscellaneous.

- (a) <u>Regulatory References</u>. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- (b) <u>Amendment</u>. The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.
- (c) <u>Method of Providing Notice</u>. Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.
- (d) <u>Parties Bound</u>. This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

- (e) <u>No Waiver</u>. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
- (f) <u>Effect on Master Agreement</u>. This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.
- (g) <u>Interpretation</u>. Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.
- (h) <u>No Third Party Rights</u>. Except as stated herein, the terms of this BAA are not intended nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.
- (i) <u>Applicable Law</u>. This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.
- (j) <u>Judicial and Administrative Proceedings</u>. In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.
- (k) <u>Transmitting Electronic PHI</u>. Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R. § 164.402.
- 6. IN WITNESS WHEREOF, the Parties hereto have executed this BAA to be effective on the date set forth above.

Covered Entity	Business Associate
By: Signature on	By: Signature on File
Name: Sill Rogers	Name: Arkene S. Littleton
Title: Director	Title: Executive Director
Date: 8/13/14	Date: <u>7-30-14</u>
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Appendix C

Service Specifications



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Revision Table

Revision Date	Sections Revised	Description	
7/24/2008	Tteviou	Original (on file)	
8/17/2012		Revised	



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound older persons through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 Home-Delivered meals will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the <u>best interest</u> of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).

- 6.4 Meals may also be made available to a non-elderly person with a disability who is a member of the household of an elderly person who is eligible for homedelivered meal services.
- 6.5 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 must meet or exceed the following standards:
 - 7.1.1 Home-delivered meals must be served on a daily basis according to participant needs
 - 7.1.2 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
 - 7.1.3 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.4 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.5 Eligibility determination for home-delivered meals applicants must be based on the criteria presented in section 6.0.
 - 7.1.6 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
 - 7.1.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
 - 7.1.8 Outreach must be conducted as necessary to reach the target population.
 - 7.1.9 Efforts must be made to recruit volunteers to assist in service delivery.
 - 7.1.10 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
 - 7.1.11 Providers must document the cost of food items per menu items per menu item and per meal, including the cost of USDA commodities utilized.
 - 7.1.12 Providers 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



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.13 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.14 Providers must verify and document the age of participants.
- 7.1.15 Providers must maintain service records, including names of participants and date(s) of service.
- 7.1.16 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) and transmit the information to DSAAPD on an annual basis.
- 7.1.17 Providers must complete a NAPIS intake form for every participant.
- 7.1.18 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist. Selected high-risk participants must be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions must be submitted. (See Attachment E).
- 7.1.19 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.20 Each meal served by the nutrition service provider must contain at least one-third of the current Dietary Reference Intakes, the most recent Dietary Guidelines for Americans and requirements stipulated by DSAAPD.
- 7.1.21 Providers must develop a cycle menu.
- 7.1.22 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.23 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's Registered and Delaware State Licensed Dietitian.
- 7.1.26 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.27 When meal service is subcontracted, the provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
- 7.1.28 When the meals service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.1.29 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.
- 7.1.30 Excess food can be served only as a frozen meal to participants. 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 participant. 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.
- 7.1.31 Providers must develop policies and procedures surrounding the use of planned frozen meals. 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.
- 7.1.32 Meals must be provided at least once a day. Shelf stable foods are provided for emergency meals.
- 7.1.33 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request.
- 7.1.34 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.1.35 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.1.36 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods – Policy X-V-22).
- 7.1.37 Written diet prescriptions from a physician/health care professional must be on record for all participants and the orders must be updated on an annual basis.
- 7.1.38 Special diets must be planned, prepared and served under the supervision of and/or in consultation with a registered and Delaware licensed dietitian.
- 7.1.39 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- 7.1.40 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.41 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.42 The provider must adhere to State regulations regarding transported food.
- 7.1.43 Delivery time for foods must not exceed two (2) hours.
- 7.1.44 Instruction and training must be given to all persons delivering meals.
- 7.1.45 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.
- 7.1.46 Information and activities must be provided to homebound persons that 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, Home-Delivered 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 <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

8.0 INVOICING REQUIREMENTS

- The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- The following information will also 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 the home-delivered meals and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 9.2 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.
- 9.3 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 9.4 Providers must have procedures in place to:
 - 9.4.1 Inform applicants, family members and/or caregivers of the cost of providing home-delivered meals and offer them the opportunity to make a voluntary contribution/donation.
 - 9.4.2 Protect their privacy with respect to the contribution/donation.
 - 9.4.3 Safeguard and account for all donations.
 - 9.4.4 Use the contributions to expand services.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

		1 st	2 nd	3 rd	4 th	TOTAL
	PLANNED SERVICE UNITS	Quarter	Quarter	Quarter	Quarter	TOTAL
A.	Enter the total number of meals served to eligible persons	28750	28750	28750	28750	115000
B.	Break down the # of meals on line A by the following categories:					
	Mid-day meals	28750	28750	28750	28750	115000
	All meals that are not mid-day meals	0	0	0	0	0
C.	Enter the # of mid-day meals by the following categories:					
	 Prepared meals 	28750	28750	28750	28750	11500
	Medical foods(2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
D.	Enter the total # of non-mid-day meals by the following categories:	0	0	0	0	0
	Prepared Meals	0	0	0	0	0
	Evening	0	0	0	0	0
	Breakfast	0	0	0	0	0
	Medical Foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
E.	Enter the # of meals noted on Line A by the following categories:					
	1. Holiday	160	0	0	0	160
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	12000	12000	12000	12000	48000
F.	Total # of unduplicated participant served	500	50	50	50	650
	Persons of high nutrition risk	200	25	25	25	275
	2. New persons	100	40	40	40	220
G.	# of group education mailings offered to participants	3	3	3	3	12



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES HOME-DELIVERED MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Н.	Total hours of nutrition counseling:	35	21	20	20	96
	1. unduplicated persons counseled	15	15	15	15	60
	high nutrition risk persons counseled	15	15	15	15	60
	3. # of new persons counseled	10	10	10	10	40
l.	# of information and assistance contacts provided to participants	300	50	50	50	450
J.	# of new persons counseled	10	10	10	10	40
K.	Number of outreach contacts	100	40	40	40	220
L. # of assessments for determining eligibility		100	40	40	40	220
M. # of reassessments for determining eligibility		375	375	375	375	1500
N.	Average total meal donation:	.65	.65	.65	.65	.65
	1. Noon meal	.65	.65	.65	.65	.65
	2. Breakfast	0	0	0	0	0
	3. Medical Foods	0	0	0	0	0
	4. Evening	0	0	0	0	0
Ο.	# of training sessions offered to staff/volunteers	30	30	30	30	120
P.	Number of monitoring visits to sites to assess compliance with DSAAPD requirements.	0	8	0	8	16



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.

Note: combinations of protein foods can be used to serve the 2 oz. requirement.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File RO LDN
Registration Number	888067
Print Name Tracy F	ennemore
Contact Phone Number/E	Email 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedi	ford Street
Georgetown, Delawar	re 19947
Nutrition Program Directo	Florence Mason
Contact Phone Number/	Email 302-856-5187/Fmason@cheerde.com
Address 546 S. Bed	ford Street
Georgetown, Delawa	re 19947

- 1. This menu must consist minimally of a <u>6</u> week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{4}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

- o 3 dried prunes
- o 2 tablespoons raisins
- Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency CH	EER, Inc.	
Home-Delivered	<u>X</u>	Congregate

NSI Statement	Follow-up	Risk participants	Non-risk participants	Staff responsibility
Health Problems	Individual Counseling	Yes	Yes	R.D.
Eat only 1 meal per day	Nutrition Education	Yes	Yes	R.D. Diet Technician
No fruits/vegetables	Nutrition Education	Yes	Yes	R.D. Diet Technician
3 or more alcoholic drinks	Refer to AA Counseling	Yes	Yes	R.D
Tooth / mouth problems	Refer to Nemours And local dentists	Yes	Yes	R.D.
Eat Alone	Encourage to go To Nutrition site	Yes	Yes	R.D. Diet Technician
3 or More Prescriptions	Refer to Pharmacists	Yes	Yes	R.D.
Lost Weight	Individual Counseling	Yes	Yes	R.D.
Gained Weight	Individual Counseling	Yes	Yes	R.D.
Needs Help With Shopping	Refer to Mobile Mini Market	Yes	Yes	R.D.
Not Enough Money	Refer to Food Stamps (SNAP)	Yes	Yes	R.D.

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 participant (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Revision Table

Revision Date	Sections Revised	Description	
4/26/2009		Original (on file)	
8/17/2012		Revised	



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

1.0 SERVICE DEFINITION

1.1 Home-Delivered Meals is a service that provides nutritionally balanced meals to homebound individuals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among homebound adults through improved nutrition; to avoid unnecessary institutionalization; and to provide regular contact to a person who may be otherwise socially isolated.

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 participant eligibility.
- 6.2 The DSAAPD Case Manager will determine and authorize the number of meals per week per participant.
- 6.3 Participant receiving Home-Delivered Meals must
 - 6.3.1 be a U.S. citizen or legal alien.
 - 6.3.2 be homebound and/or unable to prepare a meal.
 - 6.3.3 be between the ages of eighteen (18) and fifty-nine (59).
 - 6.3.4 have a physical disability.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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7.0 SERVICE STANDARDS

7.1 Provider 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 must be made available at least five (5) days per week.
- 7.1.4 Meals may be hot, cold, frozen, dried, canned, supplemental, or approved medical foods with satisfactory storage life.
- 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
- 7.1.6 Preparation, handling and serving of food must be in compliance with state and local health laws and ordinances.
- 7.1.7 Food service staff must be trained in and adhere to the most recent FDA Food Code specifications for temperature control of foods.
- 7.1.8 Delivery time for foods must not exceed two (2) hours.
- 7.1.9 The provider will maintain documentation of authorization in the participant folders.
- 7.1.10 Providers may offer medical foods as a meal replacement to medically/nutritionally at risk participants. Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods Policy X-V-22). Assessment and follow-up by a screening nutritionist is required.
- 7.1.11 Modified therapeutic and textured diets must be made available to the maximum extent possible (refer to DSAAPD policy on Medical Foods Policy X-V-22).

7.2 DSAAPD Responsibilities

- 7.2.1 DSAAPD staff will 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 participants 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 participant's physician. The DSAAPD Case Manager will provide a copy of the diet order with the referral/authorization of service to the provider.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, Invoicing.
- The following information will also be included on the invoice:
 - 8.2.1 Participant legal name
 - 8.2.2 Totals by participant 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. Condiments need not be included in analysis, as long as they are served on the side and not mixed in with food components of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
- C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

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Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File RP LDN
Registration Number	888067
Print Name Tracy Fer	nnemore
Contact Phone Number/Em	nail 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedfor	rd Street
Georgetown, Delaware	19947
Nutrition Program Director	Florence Mason
Contact Phone Number/En	nail 302-856-5187/Fmason@cheerde.com
Address 546 S. Bedfo	rd Street
Georgetown, Delaware	19947

- 1. This menu must consist minimally of a 6 week cycle of regular diet meals and must be representative of the current six month period. Attach cycle menu, menu as served (if different), weekly nutrient average, daily nutrient analysis.
- For those participants requiring menu modifications for health reasons (including those
 with 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.



Division of Services for Aging and Adults with Physical Disabilities

Home-Delivered Meals

SSBG

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEALS

(EXCLUDING BREAKFAST MEALS)

Menu Format

- Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams 1. of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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.
- Enriched bread and grain products: a minimum of one (1) serving must be included in 2. the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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.
- Milk or non-dairy substitute: a minimum of one (1) serving must be included in the 3. meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 1/4 cups cottage cheese, 1 1/2 oz. natural or 2 oz. processed cheese, 1 ½ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.
- Fruit and/or vegetables: a minimum of two (2) servings must be included in the meal. 4. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins



Division of Services for Aging and Adults with Physical Disabilities

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- Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Revision Table

Revision Date	Sections Revised	Description
7/24/2008		Original (on file)
7/10/2012		Revised



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

1.0 SERVICE DESCRIPTION

1.1 Congregate Meals is a service that provides nutritionally balanced meals that meet one-third of the daily Dietary Reference Intakes (DRI), established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD).

2.0 SERVICE UNIT

2.1 The unit of 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.

3.0 SERVICE GOAL

3.1 The goals of this service are: to promote better health among older persons through improved nutrition; to avoid unnecessary institutionalization.

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 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 congregate meal provider.

6.0 ELIGIBILITY

- 6.1 Congregate meal services will be made available to persons age 60 or over 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.
- Meals may be made available to individuals with disabilities under 60 who reside in housing facilities occupied primarily by the elderly at which congregate nutrition services are provided. (This provision is only applicable to public housing facilities in which nutrition sites are located. The person with the disability must be a resident of this same housing facility. Spouses of individuals with disabilities are not eligible unless they too have disabilities. In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage).



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

6.3 In conducting marketing activities related to this service, providers must pay particular attention to reaching 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 Congregate Meal Service must meet or exceed the following standards:
 - 7.1.1 Providers must provide information about and referral to other health and services that may be needed by participants, as appropriate.
 - 7.1.2 Providers must make available outreach and nutrition education and/or counseling.
 - 7.1.3 Outreach must be conducted as necessary to reach the target population.
 - 7.1.4 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.1.4.1 Fiscal Management
 - 7.1.4.2 Food Service Management
 - 7.1.4.3 Safety and Sanitation
 - 7.1.4.4 Staff Responsibilities
 - 7.1.4.5 The manual must address all DSAAPD specifications, policies and procedures.
 - 7.1.5 Providers must develop and implement a system of solicit feedback from participants related to the quality of the service, including the acceptability of the meals provided.
 - 7.1.6 Providers must verify and document the age of participants.
 - 7.1.7 All site staff must be fully trained and qualified (refer to DSAAPD Policy on Site Certification Program Requirements Policy X-V-12).
 - 7.1.8 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.
 - 7.1.9 Personnel and volunteers associated with the service must be trained in and adhere to the most recent FDA Food Code specifications for food safety, including temperature control of foods, as well as fire safety and basic first aid, particularly in dealing with choking and coronary events.
 - 7.1.10 When meal service is subcontracted, the Provider must follow formal procedures for procuring a cost-effective, sanitary, quality meal service and maintain a system for monitoring the service subcontractor on a quarterly basis.
 - 7.1.11 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
 - 7.1.12 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty days (60) of the beginning of the contract year.



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Congregate Meals

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- 7.1.13 As evidence of good cost control, Providers must document the cost of food items per menu items and per meal, including the cost of USDA commodities utilized.
- 7.1.14 The Provider must maintain adequate storage practices, inventory control of USDA commodities and insure that its use is in conformance with the requirements of USDA.
- 7.1.15 Providers must attempt to complete a NAPIS intake form for every meal participant.
 - 7.1.15.1 Providers must collect and report the information required by NAPIS and send the information to DSAAPD.
 - 7.1.15.2 Information on the NAPIS intake form must be reviewed and changes updated annually.
- 7.1.16 Providers must conduct Nutrition Screening annually for all participants. Such screening must be performed by a nutritionist employed by or operating under contract with the provider. Participants identified as "high-risk" must be counseled by the screening nutritionist regarding counseling/nutrition screening. Selected high-risk participants will be contacted by the nutritionist for follow-up within six months. A nutrition-screening plan with designated interventions will be submitted. (See Attachment E).
- 7.1.17 Providers may offer medical foods as meal replacements to medically/nutritionally at risk participants. Written MD approval is required. At least three (3) of the approved products must be available to participants (refer to DSAAPD policy on Medical Foods – Policy X-V-18)). Assessment and follow-up by a screening nutritionist is required.
- 7.1.18 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
- 7.1.19 Providers must develop a cycle menu.
- 7.1.20 The Program Nutritionist must approve the cycle menu to ensure that it meets one-third of the DRI (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment C). The approval form, menus and analysis signed by the Program Nutritionist must be submitted to DSAAPD for approval two weeks prior to consumption.
- 7.1.21 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.1.22 The applicable food standards are described and hereby attached (Attachment B).
- 7.1.23 Changes to the cycle menu must be recorded, analyzed and submitted to DSAAPD with the monthly invoice.



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Congregate Meals

Title III

- 7.1.24 All meals must be analyzed for nutrient adequacy including breakfast, emergency, back-up, and evening and holiday meals.
- 7.1.25 All meals must be analyzed prior to consumption. All recipes must be analyzed and checked for accuracy by the agency's Registered and Delaware State Licensed Dietitian.
- 7.1.26 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:
 - 7.1.26.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.1.26.2 The site must have a pleasant environment and adequate lighting.
 - 7.1.26.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.1.26.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.1.26.5 The site must be available for a minimum of four (4) hours daily.
 - 7.1.26.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.1.26.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.1.26.8 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.
- 7.1.27 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.1.28 Sponsorship should include a minimum of the following standards:
 - 7.1.28.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.1.28.2 Provide utilities and custodial service.
 - 7.1.28.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.1.28.4 Provide use of service and dining area for the distribution of meals.
 - 7.1.28.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.1.28.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

7.1.29 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.

7.2 Prohibited activities

- 7.2.1 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:
 - 7.2.1.1 Providing meals to ineligible persons.
 - 7.2.1.2 Providing supportive services other than outreach, referrals, nutrition education and nutritional counseling.
 - 7.2.1.3 Denying services to eligible persons because of their inability or failure to contribute to the cost of meals.
 - 7.2.1.4 Providing a take-out meal in addition to a regular meal.

7.3 Staffing Requirements

- 7.3.1 Each provider must have on-staff a <u>full time Program Director</u> 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 DSAAPD staff and participants.
- 7.3.2 If the agency is <u>directly</u> responsible for the production of the meals, a full-time person must be in charge of directing, monitoring and supervising the food service production and staff. This person must be qualified by education and/or 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 and Delaware Licensed 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 provider will invoice DSAAPD pursuant to the <u>DSAAPD Policy Manual for Contracts</u>, Policy Number X-Q, and Invoicing.
- 8.2 The following information will also 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



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

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 the service 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 congregate meals 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Α.	Enter the total number of meals served to eligible persons	19069	17193	18694	20194	75150
В.	Break down the # of meals on line A by the following categories:					
	1. Mid-day meals	13375	11500	13000	14500	52375
	All meals that are not mid-day meals	5694	5693	5694	5694	22775
C.	Enter the # of mid-day meals by the following categories:					
	Prepared meals	13375	11500	13000	14500	42375
	2. Medical foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0
D.	Enter the total # of non-mid-day meals by the following categories:	5694	5693	5694	5694	22775
	Prepared Meals	5694	5693	5694	5694	22775
	Evening	1569	1568	1569	1569	6275
	Breakfast	4125	4125	4125	4125	16500
	Medical Foods (2 cans = 1 meal)	0	0	0	0	0
	Specialized Medical Foods (2 cans = 1 meal)	0	0	0	0	0_
E.,	Enter the # of meals noted on Line A by the following categories:					
	1. Holiday	0	0	0	0	0
	2. Weekend	0	0	0	0	0
	3. Therapeutic/modified diets	800	800	800	800	3200
F,	Total # of unduplicated participant served	1400	500	500	500	2900
	1. Persons of high nutrition risk	300	100	100	100	600
	2. New persons	300	100	200	250	850
G.	# of group education sessions offered to participants	9	9	9	9	36



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

PLANNED SERVICE UNITS AND PROPOSED OBJECTIVES CONGREGATE MEAL SERVICES

(Continued)

	PLANNED SERVICE UNITS	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	TOTAL
Н.	Total hours of nutrition counseling:	50	30	40	45	165
	1. unduplicated persons counseled	40	40	20	20	120
	high nutrition risk persons counseled	20	10	10	10	50
	# of new persons counseled	40	20	20	20	100
I.	# of information and assistance contacts provided to participants	1200	800	800	800	3600
J.	Number of outreach contacts	300	100	200	150	850
K.	# of training sessions offered to staff/volunteers	60	60	60	60	240
L.	# of monitoring visits to assess compliance with DSAAPD requirements	0	9	0	9	18
M.	Average total meal donation:					
	1. Noon meal	2.40	2.40	2.40	2.40	2.40
	2. Breakfast	.30	.30	.30	.30	.30
	3. Medical Foods	0	0	0	0	0
-	4. Evening	2.75	2.75	2.75	2.75	2.75



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meals qualifying for DSAAPD reimbursement must strive to meet 1/3 of the Dietary Reference Intakes for nutrients of concern in older Americans, as defined by the most recent Dietary Guidelines. All meals must be analyzed using approved software.

* The chart below defines recommendations per the 2010 Dietary Guidelines:

Calories	>= 600
Protein	>= 19 grams
Calcium	>= 400 milligrams
Fiber	>= 9 grams
Fat	<= 20-35% of total calories
Cholesterol	<= 100 milligrams
Sodium	<= 767 milligrams
Potassium	>= 1567 milligrams
Vitamin B12	>= 0.8 mcg
Vitamin D	>= 5 micrograms
Trans Fat	As low as possible
Saturated Fat	<10% of total calories
Seafood	encouraged

- ** Occasional meals that exceed these recommendations will be allowed. DSAAPD encourages the provision of healthful meals for all participants, which precludes excessive amounts of fat, cholesterol and sodium.
- ** Shelf-stable, emergency meals will not be required to adhere to these guidelines.
- * If unable to provide computerized nutritional analysis to verify compliance to dietary guidelines, meals must adhere to the attached (Attachment D) menu format. 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment B

FOOD STANDARDS

- A. All foods used must conform to the State guidelines for menu planning and the following specifications.
- B. The grade minimums recommended for food items are as follows:
 - a. 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 must be of Choice Grade and those for moist heat cooking must be of Good Grade or better.
 - b. Poultry and Seafood when served as whole pieces, poultry and seafood must be U.S. Grade A.
 - c. Eggs U.S. Grade A, all eggs must be free from cracks. Dried, liquid or frozen eggs must be pasteurized.
 - d. Meat extenders soy protein added to extend meat products must not extend 15% of net weight of the meat used and must be used only when acceptable product results.
 - e. Fresh Fruits and Vegetables must be of good quality (USDA#1) relatively free of bruises and defects.
 - f. Canned and Frozen Fruits and Vegetables Grade A used in all menu items, including combination dishes, i.e., gelatins, soufflés.
 - g. Dairy Products USDA Grade A pasteurized milk (skim, 1% or 2%), all fortified with Vitamin A and D must be offered.
 - h. Only commercially preserved foods may be used (No home canned foods are permitted).
 - C. Food must be prepared in such a manner as to maximize its palatability and appearance and maintain its nutritional value. Appropriate garnishes must be provided.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment C

MENU APPROVAL FORM FOR CONGREGATE AND HOME-DELIVERED MEALS

Signature of Dietitian	Signature on File
Registration Number	888067
Print Name Tracy Fens	nemore
Contact Phone Number/Ema	ail 302-856-5187/tfennemore@cheerde.com
Address 546 S. Bedford	d Street
Georgetown, Delaware 1	9947
Nutrition Program Director	Florence Mason
Contact Phone Number/Ema	ail 302-856-5187/Fmason@cheerde.com
Address 546 S. Bedford	d Street
Georgetown, Delaware 1	9947

- 1. This menu must consist minimally of a 6 week cycle of regular diet meals and must 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 health reasons (including those with 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.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment D

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

Menu Format

- 1. <u>Meat and meat substitutes</u>: ≥ 2 ounces of edible meat or meat substitute (≥ 16 grams of protein) must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, and soy products.
 - Protein sources may be combined to meet the two (2) 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. <u>Enriched bread and grain products</u>: a minimum of one (1) serving must be included in the meal. One (1) serving is defined as one (1) slice of bread or ≥ 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. <u>Milk or non-dairy substitute</u>: a minimum of one (1) serving must be included in the meal.
 - One (1) serving is 8 fluid ounces of milk, 1 cup yogurt, 1 $\frac{1}{2}$ cups cottage cheese, 1 $\frac{1}{2}$ oz. natural or 2 oz. processed cheese, 1 $\frac{1}{2}$ cups ice milk or a non-dairy substitute e.g., 1 cup fortified soy beverage or 8 oz. tofu (processed with calcium salt).
 - Non-dairy beverages may be used to accommodate the preferences of participants who do not use dairy products due to ethnic food preferences.
 - The use of non-fat or low-fat products is highly recommended, in order to control the total fat content of the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

- 4. <u>Fruit and/or vegetables</u>: a minimum of two (2) servings must be included in the meal. A serving is defined as ≥ 1/2 cup of fruit or vegetable or ≥ 1/2 cup of 100% fruit or vegetable juice.
 - The minimum serving amount for dried fruit is as follows:
 - o 6 halves dried apricots
 - o 3 dates
 - 3 dried prunes
 - 2 tablespoons raisins
 - Potato is 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 >= 250 IU Vitamin A.
- 5. Fortified margarine or butter: one (1) teaspoon may be included in the meal.
 - The margarine or butter can be used 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 may be included with the meal.



Division of Services for Aging and Adults with Physical Disabilities

Congregate Meals

Title III

Attachment E

NUTRITION SCREENING FOLLOW-UP AND INTERVENTION PLAN

Agency	CHEER, Inc.				
Home-Deliv	ered	Congregate	X	 :	

NSI Statement	Follow-up	Risk participa nts	Non-risk participants	Staff responsibility
Health Problems	Individual Counseling	Yes	Yes	R.D.
Eat only 1 meal per day	Nutrition Education	Yes	Yes	R.D. Diet Technician
No fruits/vegetables	Nutrition Education	Yes	Yes	R.D. Diet Technician
3 or more alcoholic drinks	Refer to AA for Counseling	Yes	Yes	R.D.
Tooth / mouth problems	Refer to Nemours And local Dentists	Yes	Yes	R.D.
Eat Alone	Encourage to go To Nutrition site	Yes	Yes	R.D. Diet Technician
3 or More Prescriptions	Refer to Pharmacists	Yes	Yes	R.D.
Lost Weight	Individual Counseling	Yes	Yes	R.D.
Gained Weight	Individual Counseling	Yes	Yes	R.D.
Needs Help With Shopping	Refer to Mobile Mini Market	Yes	Yes	R.D.
Not Enough Money	Refer to Food Stamps (SNAP)	Yes	Yes	R.D.

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 participant (risk vs. non-risk) provided intervention
- Nutrition education planned to address problems (includes newsletters)
- Staff personnel involved in activities

Appendix D

Contract Budget

Agency:

Program/Service: Nutrition - Congregate Meals

October 1, 2014 - September 30, 2015

Contract Year:

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. NSIP (Commodity Food)

c. Program Income (B x D)

d. 10% Matching Funds

(E.a. ÷ 0.9) - E.a.

\$413,029 \$20,290 \$150,601 75,150 \$45,892 TOTALS Intervention Nutrition \$3,600 \$30.00 120 Staff/Vol \$5,995 Guest \$0.00 \$4.36 \$4.36 1,375 \$0 Specialized Food Medical Food \$17,256 Evening \$29,869 \$7.51 \$2.75 \$4.76 6,275 \$122,400 \$271,320 Mid-day 51,000 \$7.72 \$2.40 \$5.32 Breakfast \$108,240 \$4,950 16,500 \$0.30 \$6.56 \$6.86

Total Congregate Meals Contract Amount \$413,029

Nutrition - Home Delivered Meals CHEER, Inc. Program/Service: Agency:

October 1, 2014 - September 30, 2015 Contract Year:

TOTALS		3,412	\$33,121
Nutrition			
Frozen Mid-Day	\$9.72	1,300	\$12,636
Shelf	\$9.41	120	\$1,129
Specialized Med. Food	\$9.17	12	\$110
Medical			
Emergency Meal			
Bag Meal Evening			
Evening			
Mid-Day	\$9.72	1,980	\$19,246
	A. Unit Cost	Planned Service Units	C. Total Resources Needed a. Maximum DSAAPD Resources (A x B) \$19.246
SSBG	ď	മ്	o o

Nutrition TOTALS Intervention			\$30.00	20 115,000		\$600 \$835,942	\$31,018	\$74,750	\$92,882	
Frozen Mid-Day	\$7.87	\$0.65	\$7.22	33,384		\$241,063		\$21,700		
Shelf	\$9.34	\$0.65	\$8.69	3,400		\$29,559		\$2,210	W/,	
Specialized Med. Food										
Medical										
Emergency										
Bag Meal Evening										
Evening										
Mid-Day	\$7.87	\$0.65	\$7.22	78,216		\$564,720		\$50,840		
OAA Programs (With Program Income)	A. Unit Cost	Program Income per Unit of Service	DSAAPD Reimbursement Rate (A x B)	Planned Service Units	Total Resources Needed:	a. Maximum DSAAPD Resources (C x D)	b. NSIP (Commodity Food)	c. Program Income (B x D)	d. 10% Matching Funds	(E.a ÷ 0.9) - E.a
OAA Pro	ď	e B	رن –	Ġ	ш					

Total Home Delivered Meals Contract Amount \$869,063

Particle Program Pro					BUDGE	BUDGET WORKSHEET	HEET				
Budget ttems TOTAL OAA SSBG Slate Tobacco Local Cash Staff Staries SEQ2/10 \$454,157 \$13,923 \$0 \$0 \$10,7244 Staff Staries SEQ2/10 \$454,157 \$13,923 \$0 \$0 \$10,7244 Transing Staff Finise Benefits \$22,00 \$10 \$0 \$0 \$10,7244 Transing Meade Reference \$10,00 \$10,7244 \$10,7244 \$10,7244 Rent Include cost per sq. II.) \$16,143 \$16,900 \$10 \$0 \$0 \$10,000 Rent Include cost per sq. II.) \$16,143 \$16,900 \$10 \$0 \$10,000				0	C Nutri ctober 1, 201	HEER, Inc. ition Progran 4 - Septemb	n er 30, 2015				
Staff Salaries SERAL 101 \$464.157 \$13923 \$0		Budget Items	TOTAL	OAA	SSBG	State	Торассо	Local Cash In-Kind	Program Income	USDA	Administration
Staff Fringe Benefits \$228,879 \$137,155 \$4,205 \$50 <	5	Staff Salaries	\$824.101	\$454,157	\$13,923	80	80	\$355	\$908		
Transitration (Total)	C-2	Staff Fringe Benefits	\$248,879	\$137,155	\$4,205	08	80	\$107.2			\$0
Mileage = Rale \$0.00 X 0000 Training Mileage = Rale \$0.00 X 0000 Training Training Training S329,192 S200,517 S2640 S0 S0 S0 S0 S0 S0 S0	6.3	Travel/Training (Total)	0\$	80	80	08	O.				
Ornter (specify) \$329,192 \$200,517 \$2,640 \$0		Mileage = Rate \$0.00 X 0000									
Contractual (Total) \$15,142 \$25,948 \$17.1 Rent (Include cost per sq. ft.) \$59,751 \$29,488 \$17.1 Electricity \$69,751 \$29,488 \$17.1 Electricity \$60,277 \$15,886 \$11.9 PenintigAdvertising \$1,674 \$31.6 \$36.6 PrintigAdvertising \$1,674 \$31.7 \$6.6 PrintigAdvertising \$1,677 \$14,074 \$16.6 PrintigAdvertising \$1,677 \$1,677 \$16.6 PrintigAdvertising \$1,677 \$1,676 \$2.66 Insurance \$31,796 \$1,706 \$10.6 Repairs \$1,776 \$1,706 \$10.6 Insurance \$1,776 \$1,706 \$10.6 Include Counseling \$1,720 \$1,706 \$10.6 Include Specify \$1,720 \$1,106 \$10.6 Include Specify \$1,104 \$1,106 \$10.6 Supplies \$26,50 \$1,226 \$1.226 Raw Foot Supplies \$24,06 </td <td></td> <td>Other (specify)</td> <td>COFCOCO</td> <td>\$200 517</td> <td>\$2 640</td> <td>\$0</td> <td>0\$</td> <td></td> <td>\$538</td> <td></td> <td>0\$</td>		Other (specify)	COFCOCO	\$200 517	\$2 640	\$0	0\$		\$538		0\$
Electricity	C.	Contractual (Total)	5329,192	\$15 993	\$123				\$27		
Heat		Rent (include cost per sq. ft.)	\$69,751	\$29,498	\$171			\$40,000			
TelephonelInternet \$523,052 \$122,001 \$140		Heat			0014				\$51		
Untilities Other \$60,227 \$15,895 \$319 \$119 \$210 \$21		Telephone/Internet	\$23,052	\$22,601	\$400			\$44,100	67		
PrintinglyAdvertising \$1,547 \$14,074 \$15.60 Postage Postage \$1,565 \$1,565 \$2,266 Insurance \$43,622 \$1,786 \$2,266 Repairs \$7,219 \$1,720 \$1,720 \$1,720 Profit (specify) \$1,720 \$1,720 \$1,720 Profit (specify) \$1,920 \$1,220 Program Supplies \$1,920 \$1,226 Program Supplies \$26,525 \$55,112 \$1,226 Program Supplies \$56,525 \$55,112 \$1,226 Program Supplies \$50,020 \$1,130 Program Supplies \$50,000 Equipment/Other Direct Costs \$50,000 Equipment \$51,000 \$1,130 Equipment \$51,000 \$1,130 Equipment \$51,000 \$1,130 Program Supplies \$52,000 Equipment \$51,000 Equipment \$51,000 Equipment \$51,000 Program Supplies \$52,000 Equipment \$51,000 Equipment \$51,000 Equipment \$51,000 Program Supplies \$52,000 Equipment \$51,000 Equipment \$50,000 Program Supplies \$52,000 Equipment \$51,000 For total \$50,000 Equipment \$51,000 Equipment \$51,000 Program Supplies \$52,000 Equipment \$51,000 Program Supplies \$50,000 Equipment \$51,000 Program Supplies \$50,000 Equipment \$51,000 Equipment \$51,000 Program Supplies \$50,000 Equipment \$51,000 Program Supplies \$50,000 Program Supplies \$50,000 Program Supplies \$50,000 Program Supplies \$50,000 Equipment \$50,000 Program Supplies \$50,000		Utilities Other	\$60,227	\$15,895	6213			\$4,136			
Postlage		Printing/Advertising	\$18,547	\$14,0/4 \$2 685	200						
Repairs Stall 570 Strict 580 Strict		Postage	\$3,730 643,699	\$17.785	\$266			\$25,522			
Repairs \$7,219 \$7,093 \$80 Cupin Storage & rental \$20,775 \$8,790 \$233 Prof tees-audit, lax return, legal \$20,775 \$6,700 \$107 Nutrition Counseling \$17,200 \$107 \$100 Deficial \$17,200 \$107 \$100 Dues, Petricle tags \$11,922 \$11,822 \$107 Supplies \$11,922 \$11,228 \$107 Office Supplies \$46,51 \$12,263 \$0 Supplies \$46,51 \$10 \$10 Supplies \$46,51 \$10 \$10 Perpet Supplies \$46,51 \$10 \$10 Perpet Supplies \$46,51 \$10 \$10 Raw Food \$608,266 \$32,54 \$24,13 \$10 Program Supplies \$25,78 \$25,78 \$49 \$10 Raw Food Prepared Meals \$24,08 \$10 \$10 Raw Food Prepared Meals \$24,08 \$10 \$10 Requi		Insurance	\$38.570	\$37.723	\$763				584		
Profit fees-audit is a return, legal \$20,775 \$8,790 \$233 Profit fees-audit is x return, legal \$4,200 \$4,200 \$107 Nutrition Counseling \$17,200 \$107 \$107 Dues, Permits, Vehicle tags \$6,150 \$6,000 \$107 Dues, Permits, Vehicle tags \$6,150 \$6,000 \$107 Supplies \$11,887 \$207 \$0 Office Supplies \$11,887 \$207 \$0 Office Supplies \$45,112 \$1,228 \$0 Office Supplies \$46,12 \$1,228 \$1,228 Paper Supplies \$46,14 \$16,185 \$413 Program Supplies \$608,258 \$233,848 \$9,790 Raw Food Program Supplies \$11,606 \$128 Vehicle (oil, gas, etc) \$11,606 \$128 \$128 Vehicle (oil, gas, etc) \$1,000 \$1,208 \$1,208 Computer supplies & access \$24,086 \$1,208 \$1,208 Equipment/Other Direct Costs \$21,000 \$1,208 <	×	Repairs	\$7.219	\$7,093	\$80			COL TITO			
Nutrition Counseling \$4,200 \$4,200 \$17,200 \$17,200 \$17,200 \$1000 \$100 \$100 \$100		Prof fees-audit tax return, legal	\$20,775	\$8,790	\$233			BC/119			
Dietician \$17,200 \$17,200 \$17,200 \$17,200 \$100		Nutrition Counseling	\$4,200	\$4,200							
Dues, Permits, Vehicle tags \$6,150 \$6,000 \$107 Supplies Cubilities \$784,933 \$457,142 \$12,353 \$0 \$0 Supplies Cubilities \$11,822 \$11,687 \$207 \$0 \$0 Program Supplies \$66,526 \$55,112 \$1,228 \$0 \$0 Program Supplies \$60,526 \$55,112 \$1,228 \$413 \$0 Program Supplies \$608,526 \$323,848 \$9,790 \$0 \$0 Photocopy Raw Food \$25,798 \$25,798 \$25,796 \$11,730 \$11,608 \$9,790 Propared Meals \$21,730 \$11,730 \$11,608 \$90 \$0 Computer supplies \$24,086 \$13,435 \$128 \$0 \$0 Lequipment of content supplies \$31,000 \$0 \$0 \$0 \$0 Equipment of costs (Total Salaries \$0 \$0 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 <th< td=""><td></td><td>Dietician</td><td>\$17,200</td><td>\$17,200</td><td>7076</td><td></td><td></td><td></td><td>\$43</td><td></td><td></td></th<>		Dietician	\$17,200	\$17,200	7076				\$43		
Cuther (specify) \$784,933 \$457,142 \$12,353 \$0 Supplies \$11,922 \$11,687 \$207 \$0 \$0 Paper Supplies \$66,525 \$55,112 \$1,228 \$0 \$0 Paper Supplies \$66,525 \$55,112 \$1,228 \$0 \$0 Program Supplies \$608,258 \$323,848 \$9,790 \$0 \$0 Program Supplies \$25,798 \$25,287 \$498 \$0 \$0 Program Supplies \$224,086 \$13,435 \$128 \$0 \$0 Program Supplies \$224,086 \$13,435 \$128 \$0 \$0 Leguipment Computer Supplies \$31,000 \$0 \$0 \$0 \$0 Computer Supplies \$31,000 \$0 \$0 \$0 \$0 Computer Supplies \$31,000 \$0 \$0 \$0 Computer Supplies \$31,000 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 <tr< td=""><td></td><td>Dues, Permits, Vehicle tags</td><td>\$6,150</td><td>26,000</td><td>2016</td><td></td><td></td><td></td><td></td><td></td><td></td></tr<>		Dues, Permits, Vehicle tags	\$6,150	26,000	2016						
Supplies \$207 \$207 Office Supplies \$11,922 \$11,228 Pergare Supplies \$46,526 \$55,112 \$1,228 Medical Supplies \$46,614 \$16,185 \$433 Program Supplies \$608,258 \$55,128 \$608,268 Raw Food \$608,258 \$323,848 \$9,790 Prepared Meals \$11,730 \$11,608 \$889 Vehicle (oil, gas, etc) \$11,730 \$11,608 \$89 Lanitorial supplies & access \$24,086 \$13,436 \$128 Computer supplies & access \$31,000 \$0 \$0 Equipment Other Direct Costs \$31,000 \$0 \$0 Choing Equipment \$31,000 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 Wo fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 Total Budget w/o \$1,558,752 \$1,248,971 \$1,248,971 \$1,348,971 \$1,348,971			4784 033	\$457 142	\$12,353				\$22	\$51,308	80
Option Supplies \$56,525 \$55,112 \$1,228 Report Supplies \$46,614 \$16,185 \$413 Program Supplies \$6,526 \$323,848 \$9,790 Photocopy Raw Food \$25,798 \$25,287 \$498 Prepared Meals \$1,730 \$11,608 \$89 \$24,889 Vehicle (oil gas, etc) \$11,730 \$11,608 \$89 \$24,889 Jamitorial supplies \$24,086 \$13,435 \$128 \$26 Lequipment/Other Direct Costs \$31,000 \$0 \$0 \$0 Equipment \$31,000 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 Wo fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 Total Budget w/o \$1,558,752 \$1,558,752 \$2,218,105 \$1,248,971 \$2,218,105 \$1,558,752	ပိ	-	\$11.922	\$11,687	\$207				\$28		
Program Supplies		Office Supplies	\$56,525	\$55,112	\$1,228				CO #		
Program Supplies \$46,614 \$16,185 \$413 Photocopy \$08,258 \$323,848 \$9,790 Raw Food \$26,798 \$25,788 \$29,790 Prepared Meals \$11,730 \$11,608 \$89 Vehicle (oil) gas, etc.) \$11,730 \$11,608 \$89 Lamitorial supplies & access \$24,086 \$13,435 \$128 Computer supplies & access \$31,000 \$0 \$0 Equipment/Other Direct Costs \$31,000 \$0 \$0 Total \$31,000 \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 Wol fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 Total Buddet w/o \$1,558,752 \$1,558,752 \$43,558,752 \$43,558,752		Medical Supplies			0,1,0			330 000	\$16		
Photocopy \$0	Ш	Program Supplies	\$46,614	\$16,185	\$413						
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Variotic Oil, gas, etc. Variotic Oil, gas, etc. Jamitorial supplies \$24,086 \$13,435 \$128 Jamitorial supplies & access \$24,086 \$13,435 \$128 Equipment/Other Direct Costs \$31,000 \$50 \$50 Equipment \$31,000 \$50 \$50 Equipment \$31,000 \$50 \$50 Indirect Costs (Total Salaries \$50 \$50 Vale (Ling x rate) \$2,218,105 \$1,248,971 \$33,121 \$50 Total Buddet w/o \$1,558,752 \$1,558,752 \$1,558,752 Vale (Ling x rate) \$1,558,752 Vale (Ling		Prepared Meals	825 798	\$25,267	\$498				259		
Computer Supplies & access \$24,086 \$13,435 \$128 \$100 \$0 \$0 \$0 \$0 \$0 \$0		Vericie (oil, gas, etc.)	\$11.730	\$11,608	\$89			4			
Equipment/Other Direct Costs \$31,000 \$0 \$0 \$0 (Total) \$31,000 \$0 \$0 \$0 Equipment Other (specify) \$0 \$0 \$0 Indirect Costs (Total Salaries vol of Indirect Costs (Total Salaries vol of Indige x rate) \$0 \$0 \$0 Work finge x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 Total Buddet w/o \$1,558,752 \$0 \$0 \$0	Ш	Computer supplies & access	\$24,086	\$13,435	\$128			oc'ors			
Equipment \$31,000 Control Specify Control Specify Control Specify \$1,000 \$0 \$0 \$0 \$0 \$0 \$0 \$0	ů	1	\$31,000	80	80				08		80
Other (specify) \$0 \$0 \$0 Indirect Costs (Total Salaries \$0 \$0 \$0 W/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 Total Budget \$1,558,752 \$0 \$0		Fourient	\$31,000					20,100			
Indirect Costs (Total Salaries \$0 \$0 \$0 \$0 w/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 Total Budget \$1,558,752 \$1,558,752 \$1,558,752 \$2,52,52,53,53 \$2,52,53,53 \$2,53,53,53		Other (specify)									
w/o fringe x rate) \$2,218,105 \$1,248,971 \$33,121 \$0 \$0 Total Budget w/o \$1,558,752	ပ်		9	0\$	80						0
Total Budget w/o \$1,558,752	0		\$2 218 105	\$1.248.8	\$33,121				3 \$225,352	\$51,308	
O'M Tanna Principal	5 0	21 15	\$1,558,752								
Local Cash / In Kind	5										

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

C-1 Staff Salaries

Amount charged to DSAAPD

\$468,080

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

Distribution of program salaries among the Congregate, Homebound, and SSBG Homebound programs was based on actual meal types (Con, T3HB, SSBG) (and MedWaiver HB not included in this budget) served from October 1, 2013 - March 31, 2014 in each individual senior center. Distribution of administrative salaries was based on amount of time spent on each program.

Title III Congregate salaries decreased from \$156,542 to \$147,731, or \$8,811 (5.6%) partly due to the increase in MedWaiver Homebound meals. Salaries paid with project income increased from \$574 to \$909 in FY15. Local salaries decreased from \$318,341 to \$314,159, or \$4,182 (1.3%).

Title III Homebound salaries decreased from \$312,250 in FY14 to \$306,426 in FY15. The reduction in Title III salaries due to the increase in MedWaiver Homebound meals. SSBG Salaries increased slightly from \$13,761 to \$13,923, or \$162 (1%) mainly due to the reduction of SSBG clients; therefore the allocation rate was reduced. Local salaries increased from \$39,679 to \$40,953, mainly due to reduction of staff allocated to Title III Homebound program due to the increase in MedWaiver allocations.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD __

\$141,360

Fringe Benefits Rate

30%

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.

Title III Congregate fringe benefits and payroll taxes increased \$9,518 (27%) from \$35,097 to \$44,615. Project Income fringes increased from \$129 to \$275, or \$146 and Local Congregate increased \$23,504 from \$71,372 to \$94,876. Total taxes and fringes rate increased from 22.42% to 30.2%. A tax rate for FICA remains the same at 7.65% and is included for all employees. Workers' compensation rate for senior center staff, kitchen staff, and drivers increased to 3.12% and 0.51% for office staff (a change from last year's 2.17% and 0.31%). The Affordable Care Act implications has increased our costs for medical expenses by \$9,665 for Title III Congregate, \$82 for Project Income and \$23,604 for Local Congregate. All full time staff are eligible to participate in the Retirement savings program which matches employee contributions 2:1 up to 5% of the employees gross pay. Life insurance for full-time staff is included at an approximate rate of \$5/month.

Homebound fringe benefits and payroll taxes increased from \$73,379 to \$92,541 or \$19,162. SSBG's increased from \$3,234 to \$4,205, or \$971 and Local Homebound decreased to \$9,325. Total taxes and fringes rate increased from 23.5% to 30.2%. A tax rate for FICA remains at 7.65% and is included for all employees. Workers' compensation rate for senior center staff, kitchen staff, and drivers increased to 3.12% and 0.51% for office staff (a change from last year's 2.17% and 0.31%). The Affordable Care Act implications has increased our costs for medical expenses by \$16,852 for Title III Homebound, \$900 for SSBG Homebound and \$1,694 for Local Homebound. All full time staff are eligible to participate in the Retirement savings program which matches employee contributions 2:1 up to 5% of the employees gross pay. Life insurance for full-time staff is included at an approximate rate of \$5/month.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

kplain how the following costs were determined, who crease from previous contract year. Iileage* Mileage Rate Total DSAAPD maximum allowable mileage rate is \$0.40/mileage	al Mileage =\$0.0	DSAAPD	\$0 \$0
Mileage Rate Tota DSAAPD maximum allowable mileage rate is \$0.40/m	Amount charged to	DSAAPD	
DSAAPD maximum allowable mileage rate is \$0.40/m	Amount charged to	DSAAPD	
	nile		
		DSAAPD	\$0
raining	Amount charged to	DSAAPD	\$0
Taning			
Other (specify)	Amount charged to	DSAAPD	\$0
zener (epeeny)			

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

C-4 Contractual

Amount charged to DSAAPD

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
Milton CHEER Healthy Lifestyles Center	2059	\$7.83	\$16,116
			\$0
			\$0
			\$0
		Total Rent	\$16,116
Total Months Charged to Rent:	12	Monthly Rent	\$1,343

Rent - Additional Narrative

Amount charged to DSAAPD

\$16,116

Milton CHEER Healthy Lifestyles Center includes a fully equipped kitchen and meeting/dining area.

Title III Congregate rent decreased from \$11,677 to \$11,673 or \$4 annually. Project Income rent increased from \$23 to \$27 or \$4 annually. Total Congregate rent did not increase.

Title III Homebound rent decreased from \$4,894 to \$4,320 or \$594 annually. SSBG Homebound rent decreased from \$165 to \$123 or \$42 annually.

Actual rent for FY15 will be \$1,500/month.

Electricity

Amount charged to DSAAPD

\$29,669

Only 31% of electric bills are being charged to DSAAPD. This reduced charge is due to lack of DSAAPD funding, despite the increase in electricity costs. Amounts are based on actual expenses from October 1, 2013 - March 2014. Title III Congregate Electricity increased from \$17,169 to \$18,152, or \$983. Project Income Electricity increased from \$31 to \$82, or \$51. Local funds of \$40,000 are being utilized to help fund the Congregate costs. Title III Homebound Electricity increased from \$6,059 to \$11,517. SSBG Homebound Electricity decreased from \$204

to \$171. Heat

Amount charged to DSAAPD

\$0

Telephone/Internet

Amount charged to DSAAPD

\$23,001

Telephone & internet costs include phone lines, fax, email access, internet access, and designated lines for security systems at senior centers and a portion of admin telephone prorated on the basis of the agency's total revenue. Amounts are based on actual expenses from October 1, 2013 - March 2014.

The amount charged to Title III Congregate decreased in FY15 from \$8,827 to \$8,740, or \$87. The amount charged to Project Income decreased in FY15 from \$146 to \$51, or \$95.

The amount charged to Title III Homebound decreased in FY15 from \$14,004 to \$13,861, or \$143. The amount charged to SSBG Homebound decreased in FY15 from \$471 to \$400, or \$71.

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

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

\$16.014

Includes a 32% portion of actual costs for cleaning senior centers and the cost of trash removal being charged to DSAAPD. Amounts are based on actual expenses from October 1, 2013 - March 2014.

The amount charged to Title III Congregate increased in FY15 from \$11,290 to \$11,886, or \$596. The amount charged to Project Income increased in FY15 from \$60 to \$113, or \$53, Also \$34,300 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound increased slightly in FY15 from \$3,910 to \$4,009, or \$99. The amount charged to SSBG Homebound decreased in FY15 from \$485 to \$119, or \$366. Also \$9,800 of the expenses are paid for with other agency funds due to lack of Title III and SSBG funding.

Printing/Advertising

Amount charged to DSAAPD

\$14,387

Printing and advertising costs are calculated based on portions of the total agency budget attributed to senior centers from October 1, 2013 - March 2014. Cost includes a portion of printing brochures to distribute to the public to market our services and recruit volunteers.

The amount charged to Title III Congregate decreased in FY15 from \$6,373 to \$3,234, or \$3,139. The amount charged to Project Income decreased in FY15 from \$92 to \$24, or \$68. Also \$4,136 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound increased in FY15 from \$1965 to \$10,840. The amount charged to SSBG Homebound decreased in FY15 from \$602 to \$313, or \$289.

Postage

Amount charged to DSAAPD

\$3,730

Postage is based on costs from October 1, 2013 - March 31, 2014 attributed to senior centers and a part of administrative postage split in proportion to the agency's total revenue.

Title III Congregate costs increased in FY15 from \$750 to \$1,419, or \$669. Project Income costs increased in FY15 from

Title III Homebound costs increased in FY15 from \$1,300 to \$2,246. SSBG Homebound costs increased in FY15 from \$60 to \$65.

Insurance

Amount charged to DSAAPD

\$18,051

Insurance includes auto, commercial liability, property, umbrella, D&O, and mechanical breakdown insurance attributed to senior centers and a portion of administrative prorated based on the agency's revenue.

The amount charged to Title III Congregate increased from \$7,257 in FY14 to \$8,529 in FY15. The amount charged to Project Income increased from \$43 in FY14 to \$49 in FY15. Also \$25,522 of the expenses are paid for with other agency funds due to lack of Title III funding.

The amount charged to Title III Homebound decreased \$2,939 from \$12,195 in FY14 to \$9,256 in FY15. The amount charged to SSBG Homebound decreased from \$410 in FY14 to \$266 in FY15.

Repairs

Amount charged to DSAAPD

\$38,486

Line item includes repairs to equipment and vehicles attributed to the nutrition program and a portion of administrative expenses prorated based on agency's total revenue.

Title III Congregate repair costs increased in FY15 from \$13,493 to \$19,220 based on actual expenses 10/13-3/14 distributed among all meal types. Project Income costs decreased from \$124 to \$84 for FY15.

Title III Homebound repair costs decreased in FY15 from \$25,821 to \$18,503 based on actual expenses 10/13-3/14. SSBG Homebound costs decreased from \$894 to \$763 for FY15.

Equip Storage & rental

Amount charged to DSAAPD

Costs are based on actual expenses from October 1, 2013 - March 2014 which include rental of postage meter and photo copiers for senior centers and a portion of storage rental for document retention which is prorated based on total revenue for the agency.

Title III Congregate costs increased from \$3,838 in FY14 to \$4,341 in FY15. Project Income costs increased from \$38 in FY14 to \$46 in FY15. Title III Homebound costs increased from \$2,607 in FY14 to \$2,752 in FY15. SSBG Homebound costs decreased from \$87 in FY14 to \$80 in FY15.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

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.

Prof fees-audit, tax return

Amount charged to DSAAPD

\$9.023

Cost includes a portion of annual audit, tax return preparation, and legal fees prorated based on total agency revenue. Title III Congregate costs decreased from \$1,634 in FY14 to \$1,503 in FY15. Project Income costs decreased from \$28 in FY14 to \$13 in FY15. Also \$11,739 of the expenses are paid for with other agency funds due to lack of Title III funding. Title III Homebound costs decreased from \$7,504 in FY14 to \$7,287 in FY15. SSBG Homebound costs decreased from \$252 in FY14 to \$233 in FY15.

Nutrition Counseling

Amount charged to DSAAPD

4.200

The hourly rate for the Registered Dietician remains the same at \$30/hr; however, the number of hours for congregate were reduced from 165 hours in FY14 to 120 hours in FY15 based on actual hours provided from October 2013 - March 2014.

The hourly rate for the Registered Dietician remains the same at \$30/hr; however, the number of hours for HDM were reduced from 96 hours in FY14 to 20 hours in FY15 based on actual hours provided from October 2013 - March 2014.

Dietician

Amount charged to DSAAPD

\$17,200

Costs remain the same for the Registered Dietician and Dietetic Technician as FY14.

Dues, Permits, Vehicle ta

Amount charged to DSAAPD

\$6,107

Costs include Nutrition's portion of association dues, subscriptions to newspapers, subscription for upgrades to accounting software, and vehicle tag renewals. Title III Congregate costs increased from \$914 to \$2,303 in FY15. Project Income costs increased from \$15 to \$43 in FY15. Title III Homebound costs increased from \$1,550 to \$3,697 in FY15. SSBG Homebound costs increased from \$52 to \$107 in FY15.

Other (specify)

Amount charged to DSAAPD

\$0

Additional Contractual Narrative

CHEER, Inc. **Nutrition Program** October 1, 2014 - September 30, 2015

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

C-5 Supplies

Amount charged to DSAAPD

\$469,495

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

Office Supplies are those associated with senior centers and administrative prorated based on agency revenue. Costs include general office supplies such as pens, pencils, highlighters, file folders, staples, printer cartridges, copier cartridges, etc. Title III Congregate costs increased slightly from \$4,248 to \$4,518 in FY15 based on actual expenses from October 2013 to March 2014. Project Income costs decreased from \$73 to \$28 in FY15. Title III Homebound costs increased from \$6,742 to \$7,169 in FY15 based on actual expenses from October 2013 to March 2014. SSBG Homebound costs decreased from \$227 to \$207 in FY15.

Paper Supplies

Amount charged to DSAAPD

\$56,340

Costs include paper bags, sandwich bags, plastic wrap, aluminum foil, trays, napkins, etc. (Copy paper is included in Office Supplies). Title III Congregate Paper costs increased slightly from \$10,608 to \$10,651 in FY15 based on current expenses and based the number of meals funded by DSAAPD. Project Income Paper costs increased from \$142 to \$185. Title III Homebound Paper costs increased from \$44,444 to \$44,461, or \$17 in FY15 based on current expenses and based the number of meals funded by DSAAPD. SSBG Homebound Paper costs decreased from \$1,498 to \$1,228.

Medical Supplies

Amount charged to DSAAPD

\$0

Amount charged to DSAAPD

\$16,598

Program Supplies Costs include hair nets, gloves, place mats, cooking utensils, table covers, etc. Also included are supplies for activities funded with Local funds of \$30,000. Program Supplies funded by Title III Congregate decreased from \$7,970 in FY14 to \$7,847 in FY15 based on actual expenses incurred from October 2013 -March 2014. Program Supplies funded by Project Income decreased from \$80 to \$16. Program Supplies funded by Title III Homebound decreased from \$8,617 in FY14 to \$8,338 in FY15 based on actual expenses incurred from October 2013 - March 2014. Program Supplies funded by SSBG Homebound decreased from \$2,203 to \$413.

Photocopy

Amount charged to DSAAPD

\$0

Raw Food

Amount charged to DSAAPD

\$333,638

Raw Food costs funded by Title III Congregate decreased from \$76,061 to \$67,914 due to 725 fewer meals being served. Actual is based on costs from October 2013 - March 2014. Project Income raw food costs decreased from \$153,588 to \$148,567 in FY15. USDA Commodities are included at about \$0.27/meal based on commodities received so far in FY14. Raw Food costs funded by Title III Homebound decreased from \$276,327 to \$255,789, based on actual costs from October 2013 - March 2014 per meal. SSBG Homebound raw food costs also decreased from \$12,098 to \$9,790. USDA Commodities are included at about \$0.257/meal based on commodities received so far in FY14.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Explain how the follo	owing costs were de	etermined, what is in	cluded in the	costs and justify	any
increase from previo	ous contract year.				
Prepared Meals		Amo	ount charged	to DSAAPD	\$0
Price per Mea		# of Meals		Total	\$0
Vehicle (Oil, Ga	s, Etc.)			to S7 168 in FY1	\$25,765
expenses from Octo	ber 2013 - March 2	2014. Project Income	e Vehicle cost	ts decreased from	n \$61 to \$33.
expenses from Octo Title III Homebound	ber 2013 - March 2 Vehicle costs incre	2014. Project Income eased from \$15,126 i 2014. SSBG Homebo	e Vehicle cost n FY14 to \$18 ound Vehicle (ts decreased from 8,099 in FY15 bas costs decreased f	n \$61 to \$33. sed on actual from \$558 to
expenses from Octo Title III Homebound expenses from Octo \$498. Janitorial suppl	ber 2013 - March 2 Vehicle costs incre ber 2013 - March 2	2014. Project Income eased from \$15,126 i 2014. SSBG Homebo	e Vehicle cost n FY14 to \$18 ound Vehicle o	ts decreased from 8,099 in FY15 bas costs decreased t	n \$61 to \$33. sed on actual from \$558 to \$11,697
expenses from Octor Title III Homebound expenses from Octor \$498. Janitorial suppl Janitorial Supplies of decreased from \$66 clean senior centers	vehicle costs incresored ber 2013 - March 2013 - March 2013 - March 2013 - March 2014 - March 2015 - March 20	2014. Project Income eased from \$15,126 is 2014. SSBG Homebo Amo Congregate increased tis based on actual plies charged to Title reased from \$110 to	e Vehicle cost in FY14 to \$18 ound Vehicle of bunt charged d from \$7,734 expenses from III Homebour	ts decreased from 8,099 in FY15 bas costs decreased to to DSAAPD to \$8,469. Proje m October 2013 - nd decreased from	sed on actual from \$558 to \$11,697 ect Income costs March 2014 to n \$3,263 to
expenses from Octo Title III Homebound expenses from Octo \$498. Janitorial suppl Janitorial Supplies of decreased from \$66 clean senior centers \$3,139. SSBG Hom from October 2013	ies charged to Title III Costs. Janitorial Supplebound costs decreases. March 2013 - March 2014 to cle	Ame Congregate increase t is based on actual offices charged to Title reased from \$110 to ean senior centers.	e Vehicle cost in FY14 to \$18 bund Vehicle of d from \$7,734 expenses from III Homebour \$89. Total co	ts decreased from 8,099 in FY15 bas costs decreased in to DSAAPD to \$8,469. Project of decreased from ost is based on action DSAAPD.	\$11,697 ect Income costs March 2014 to n \$3,263 to ctual expenses

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Equipment & Other Direct Costs	Amount charged to DSAAPD	\$0
Explain how the following costs were determined, what increase from previous contract year.	is included in the costs and justify any	
	Amount charged to DSAAPD	\$0
\$31,000 of Equipment funded by Local monies to help monies were requested for this line item.	replace old equipment is included. No E	SAAPD
Other (specify)	Amount charged to DSAAPD	\$0
		1
Explain how PROGRAM INCOME was determined:		225,352
Program Income is based on average actual monies of Congregate Program Income increased from an overal Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Income I	eceived per meal October 2013 - March ill average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently
Program Income is based on average actual monies re Congregate Program Income increased from an overa	eceived per meal October 2013 - March ill average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March ill average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently aw Food.
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March ill average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently aw Food.
Program Income is based on average actual monies re Congregate Program Income increased from an overa Program Income decreased from \$0.70/meal in FY14 averaging \$0.626/meal. All Homebound Program Inco	eceived per meal October 2013 - March ill average of \$1.86 to \$2.00 per meal. to \$0.65/meal in FY15. Homebound PI is	2014. Homebound s currently aw Food.

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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

Column H Local Cash & In-Kind

MATCHING FUNDS (OAA Funding ONLY)

**Total Amount of Local Cash/ln-kind (Cell H45 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell H48 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/ln-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/ln-Kind allocated on the "Budget Worksheet".

IN-KIND CONTRIBUTIONS

Detailed Description of Revenue Sources Used as Match		Amount
	TOTAL	60
	TOTAL	\$0

LOCAL CASH

Detailed Description of Revenue Sources Used as Match		Amount
Grant-in-aid - Congregate		\$565,232
Grant-in-aid - HDM		\$63,558
Other Homebound program donation not from clients		\$31,000
	TOTAL	\$659,790

TOTAL AMOUNT OF LOCAL CASH / IN-KIND MATCH NEEDED

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015	A SSBG 3,412	\$824,101 \$824,101 \$248,879 \$248,879 \$329,192 \$784,933 \$31,000 \$31,000 \$2,218,105 \$1,558,752 \$1,558,752 \$1,558,752	R, Inc. ion Program ion Program BUDGET ITEMS aff Salaries avel/Training ontractual upplies quipment/Other Direct Costs quipment/Other Direct Costs direct Costs (Total Salaries w/o Fringe x Rate) otal Budget (Including Local Cash / In-Kind) anned Units of Service lanned Units of Service lanned Program Income ther Recourses (ISDA Commodities)
BUDGET ITEMS BUDGET fenefits \$824,101 fenefits \$248,879 fig \$329,192 fher Direct Costs \$31,000 fincluding Local Cash / In-Kind) \$2,218,105 w/o Local Cash / In-Kind \$1,558,752 s of Service 193,562 gram Income \$225,352 gram Income \$51,308		\$1,282,092	SAAPD Resources Needed
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CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

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Other Revenue Sources \$58,435 \$51,308 ■ USDA \$237,922 \$225,352 Total Contract Revenue \$1,582,585 \$1,558,752 Units of Service 197,753 193,562		■ Final Budget	\$1,286,228	\$1,282,092	-0.3%
■ USDA		Other Revenue Sources			
■ Project Income Total Contract Revenue Total Contract Revenue #1,582,585 #1,558,752 #1,558,752 #1,558,752 #1,558,752		■ USDA	\$58,435	\$51,308	-12%
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Units of Service 193,562		Total Contract Revenue	\$1,582,585	\$1,558,752	-1.5%
Units of Service			197.753	193,562	-2.1%
* Tittl Contract Dovon a must adulal Total Contract Expenses	ن		Contract Expenses		

CONGREGATE NUTRITION WORKSHEET

CHEER, Inc. Nutrition Program October 1, 2014 - September 30, 2015

Budget Items	TOTAL			Meal Type and O	Medical	Special	Staff/Vol	Nutrition
Budget items	IOIAL	Breakfast	Mid-day	Evening	Foods	Foods	Guest	Intervention
C-1 Staff Salaries	\$462,799	\$101,302	\$326,302	\$34,286			\$909	
-2 Staff Fringe Benefits	\$139,766	\$31,001	\$97,116	\$11,374		40	\$275 \$0	\$(
3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	30	- P
Mileage = Rate X Miles	\$0							
Training	\$0							
Other (specify)	\$0					60	\$538	\$3,600
C-4 Contractual (Total)	\$221,075	\$47,918	\$151,065	\$17,954	\$0	\$0	\$27	90,000
Rent (include cost per sq. ft.)	\$11,700	\$2,611	\$8,069	\$993			\$82	
Electricity	\$58,234	\$12,406	\$41,300	\$4,446			Ψ02	
Heat	\$0						\$51	
Telephone/Internet	\$8,791	\$1,955	\$6,041	\$744			\$113	
Utilities Other	\$46,299	\$10,329	\$31,929	\$3,928			\$24	
Printing/Advertising	\$7,394	\$1,649	\$5,094	\$627			\$6	
Postage	\$1,425	\$317	\$981	\$121			\$49	
Insurance	\$34,100	\$7,615	\$23,540	\$2,896			\$84	
Repairs	\$19,304	\$4,299	\$13,286	\$1,635			\$46	
Equip Storage & rental	\$4,387	\$970	\$3,001	\$370			\$13	
Prof fees-audit, tax return, legal	\$13,255	\$2,961	\$9,154	\$1,127			\$10	\$3,60
Nutrition Counseling	\$3,600			2071				40,00
Dietician	\$10,240	\$2,290	\$7,079	\$871			\$43	
Dues, Permits, Vehicle tags	\$2,346	\$516	\$1,591	\$196			940	
Other (specify)	\$0			200.000	80	\$0	\$4,644	\$
C-5 Supplies (Total)	\$325,512	\$63,838	\$223,750	\$33,280	\$0	\$0	\$28	
Office Supplies	\$4,546	\$1,011	\$3,123	\$384			\$185	
Paper Supplies	\$10,836	\$2,382	\$7,363	\$906			9100	
Medical Supplies	\$0						\$16	
Program Supplies	\$37,863	\$8,465	\$26,164	\$3,218			910	
Photocopy	\$0						\$4,326	
Raw Food	\$237,064	\$44,127	\$162,826	\$25,785			94,020	
Prepared Meals	\$0						\$33	
Vehicle (oil, gas, etc)	\$7,201	\$1,603	\$4,955	\$610			\$33	
Janitorial supplies	\$8,502	\$1,894	\$5,855	\$720			\$23	
Computer supplies & access	\$19,500	\$4,356	\$13,464	\$1,657			420	
C-6 Equipment/Other Direct Costs			1	-	**	\$0	\$0	4
(Total)	\$0	\$0	\$0	\$0	\$0	30	40	
Equipment	\$0							
Other (specify)	\$0							
C-7 Indirect Costs (Total Salaries								
w/o fringe x rate)	\$0			000.004	\$0	\$0	\$6,366	\$3,60
C-8 Total Budget	\$1,149,152	\$244,059	\$798,233	\$96,894	30	40	40,000	
		0400 040	\$271,320	\$29,869			\$0	\$3,60
Older Americans Act	\$413,029	\$108,240	51,000	6,275			1,375	1:
Units of Service	75,150	16,500	\$5.32	\$4.76			\$0.00	
Reimbursement Rate		\$6.56	\$5.52	\$4.70				
SSBG	\$0	1						
Units of Service	0							
Reimbursement Rate								
State	\$0			1				
Units of Service								
Reimbursement Rate								
Tobacco	\$0 0							
Units of Service	0							
Reimbursement Rate								
	6450 604	\$4,950	\$122,400	\$17,256		_	\$5,99	5
Program Income	\$150,601 75,150	600000	51,000	6,275			1,37	5
Units of Service	75,150	\$0.30	\$2.40	\$2.75			\$4.3	3
Per Meal		90.50	VL.10					
	\$20,290	\$4,455	\$13,770	\$1,694			\$37	1
USDA Commodities			51000	6275			1,37	5
Units of Service	75,150	\$0.27	\$0.27	\$0.27		NI S. I	\$0.2	
Per Meal		\$0.27	90.61	V. 2)				
	acac aca	\$126,414	\$390,743	\$48,075				
Local	\$565,232	# 120 m 14		4.441.4				

HOME DELIVERED NUTRITION WORKSHEET

CHEER, Inc. October 1, 2014 - September 30, 2015 Nutrition Program

								n Interventions			
	Budget Items	TOTAL	Mid-Day Meals	Evening Meals	Bag Meal Evening	Emergency Meals	Medical Food	Special Med. Food	Shelf Stable	Frozen Mid-Day	Nutrition Intervention
2.1	Staff Salaries	\$361,302	\$240,807	Modic		, medie		\$49	\$15,811	\$104,635	
	Staff Fringe Benefits	\$109,113	\$73,340					\$13	\$3,970	\$31,790	
	Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$(
	Mileage = Rate X Miles	\$0									
	Training	\$0									
	Other (specify)	\$0							******	201.000	200
C-4	Contractual (Total)	\$108,117	\$72,774	\$0	\$0	\$0	\$0	\$6	\$3,105	\$31,632	\$600
	Rent (include cost per sq. ft.)	\$4,443	\$3,010						\$132	\$1,301	
	Electricity	\$11,517	\$7,316					\$1	\$241	\$3,959	
	Heat	\$0	00 700					\$2	\$412	\$4,057	
	Telephone/Internet	\$14,261	\$9,790					Φ2	\$415	\$4,037	
	Utilities Other	\$13,928	\$9,471 \$7,622						\$375	\$3,156	
	Printing/Advertising	\$11,153 \$2,311	\$1,567						\$66	\$678	
	Postage	\$9,522	\$6,450					\$1	\$282	\$2,789	
	Insurance Repairs	\$19,266	\$13,163					\$2	\$562	\$5,539	
	Equip Storage & rental	\$2,832	\$1,928						\$83	\$821	
	Prof fees-audit, tax return, legal	\$7,520	\$5,111						\$222	\$2,187	
	Nutrition Counseling	\$600	4,411.2.1								\$600
	Dietician	\$6,960	\$4,734						\$206	\$2,020	
	Dues, Permits, Vehicle tags	\$3,804	\$2,612						\$109	\$1,083	
	Other (specify)	\$0									
C-5	Supplies (Total)	\$459,420	\$312,469	\$0	\$0	\$0	\$0	\$42	\$11,879	\$135,030	\$(
	Office Supplies	\$7,376	\$5,000					\$1	\$213	\$2,162	
	Paper Supplies	\$45,689	\$31,016					\$2	\$1,269	\$13,402	
	Medical Supplies	\$0									
	Program Supplies	\$8,751	\$6,046					\$1	\$249	\$2,455	
	Photocopy	\$0								****	
	Raw Food	\$371,193	\$252,513					\$36	\$9,364	\$109,280	
	Prepared Meals	\$0						20	0004	PE 440	
	Vehicle (oil,gas, etc)	\$18,597	\$12,601					\$2	\$551	\$5,443 \$945	
	Janitorial supplies	\$3,228	\$2,187						\$96 \$137		
	Computer supplies & access	\$4,586	\$3,106						\$137	\$1,343	
C-6	Equipment/Other Direct Costs	en4 000	600.700	**	\$0	\$0	\$0	\$0	\$1,500	\$8,800	S
_	(Total)	\$31,000 \$31,000	\$20,700 \$20,700	\$0	40	20	40	90	\$1,500	\$8,800	
	Equipment	\$31,000	\$20,700						91,500	90,000	
C 7	Other (specify) Indirect Costs (Total Salaries w/o	40									
6-7	fringe x rate)	\$0									
C-8	Total Budget	\$1,068,952	\$720,090	\$0	\$0	\$0	\$0	\$110	\$36,265	\$311,887	\$60
	Older Americans Act	\$835,942	\$564,720						\$29,559	\$241,063	\$60
	Units of Service	115,000	78,216						3,400	33,384	2
	Reimbursement Rate		\$7.22						\$8.69	\$7.22	\$30.0
			- 100777								
100	SSBG	\$33,121	\$19,246					\$110	\$1,129	\$12,636	
	Units of Service	3,412	1,980					12	120	1,300	
	Reimbursement Rate		\$9.72					\$9.17	\$9.41	\$9.72	
		-1									
	State	\$0									
	Units of Service	0									
	Reimbursement Rate										
	Tobacco	\$0									
	Units of Service	0									
	Reimbursement Rate										
	December Income	¢74.750	\$50,840						\$2,210	\$21,700	
	Program Income	\$74,750	78216						3400	33,384	
	Units of Service Per Meal	115,000	\$0.65						\$0.65	\$0.65	
_	rei ivieai		\$0.05						40.00	\$0,00	
	USDA Commodities	\$31,018	\$21,653							\$9,365	
	Units of Service	114,880	80,196							34,684	
		114,000	\$0.27							\$0.27	
	Per Meal		00.21								

Appendix E

DSAAPD Policy Manual for Division Contracts http://dhss.delaware.gov/dhss/dsaapd/files/dsaapd_provider_manual.pdf (Included by Reference)

DSAAPD Policy Manual for Division Contracts – Nutrition http://dhss.delaware.gov/dhss/dsaapd/files/nutrition_provider_manual.pdf (Included by Reference)

Appendix F

DHSS Request for Proposal (RFP) # HSS-13-001 (Included by Reference)

Appendix G

Work Plan

Home-Delivered Meal Program Work Plan

Service Goal:

CHEER, Inc. provides a Home-delivered Meal Service which provides nutritionally balanced meals that meets one-third of the daily Dietary Reference Intakes (DRI) established by the Food and Nutrition Board of the Institute of Medicine, and the most recent Dietary Guidelines for Americans, published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture (USDA) and the nutrition program guidelines established by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) for persons in Sussex County who are 60 and older and to their spouses regardless of age who reside in the home and is the caregiver of the eligible person. The project requires proof of age for persons participating in the program as specified by DSAAPD.

Home-delivered meals and other nutrition services are provided to person who are over 60 years of age or older who are homebound due to accident, illness, or frailty; unable to prepare meals due to limited mobility, inability to safely prepare meals, psychological or mental impairment, lack of knowledge and/or skills to select and prepare nourishing and well-balanced meals; and without the support of family, friends, or other community services to provide them with meals.

During the first six months of Fiscal Year 2014, the following statistical results are provided indicating the targeted population characteristics and the Project's service priorities:

HOMEBOUND	NUMBER	PERCENTAGE
Number of Unduplicated Count	617	100%
Persons above age 75	421	68%
Frail/Disabled Persons	300	49%
Rural Elderly	617	100%
Minority Persons	161	26%
Low-income Minority Persons	80	50%
Low- income Non-Minority Persons	149	33%

Service Area and Locations:

Homebound services are provided from eight (8) nutrition sites throughout Sussex County: Bridgeville Senior Center, Georgetown CHEER Center, Greenwood CHEER Center, Laurel Senior Center, Long Neck Pelican Cove CHEER Center, Roxana CHEER Center, Milton CHEER Center (formerly Slaughter Neck CHEER Center) and the Coastal Leisure CHEER Center. Service locations, addresses, available space, accessibility and hours/days of operation as well as staff are outlined in the Congregate section of this proposal. A written agreement between the Bridgeville Senior Center and CHEER, Inc. and the Laurel Senior Center and CHEER, Inc. has been developed and specifies that those centers will comply with all DSAAPD standards required to operate a Homedelivered Meal Program from their centers including the assessments and reassessments of clients.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan To Meet Service Standards:

The Home-Delivered meal program prepares low cost meals utilizing the maximum allotment of USDA commodities at a central kitchen which is located in the Georgetown State Service Center. The foods are prepared in bulk and transported to the eight nutrition sites which provide home-delivered meals to clients. Specifications for raw foods which are purchased are in place and adhered too and meet DSAAPD standards. The central production kitchen and each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Director semi-annually to assure that the preparation, handling and serving of food meet compliance with State, local health laws and ordinances. The agency complies with the 2014 Delaware FDA Food Code Guidelines as required by DSAAPD. To preserve the nutritional value of the prepared foods and keep the holding temperatures to a minimum, the foods are transported in specialized vans with electrical converter boxes which enable the project to maintain temperatures of the foods during transport. When the food arrives at the nutrition site, it is immediately packed into the home-delivered meal containers. Volunteers or other appropriate personnel deliver the meals to the homes of eligible homebound older persons residing in Sussex County five days each week. Those homebound in need of weekend meals receive two frozen meals on Friday for the weekend.

Meal temperature checks are made and recorded on temperature logs when the food is produced and shipped from the central kitchen to the nutrition sites. The temperatures are taken and recorded when the food arrives at the nutrition sites and again at the time of the service of the meals in the sites. Deliverers of the homebound meals record the temperature of the meal when delivery is made at the last homebound delivery site. Any identified problems are documented immediately and reported to the Project Director who institutes corrective action immediately. The problems and corrective actions are documented on the temperature logs. The Project Director reviews all temperature logs on a monthly basis. Delivery time for foods does not exceed two hours. All food service employees are trained on an annual basis to adhere to the 2014 Delaware FDA Food Code Guidelines and specifications for temperature control of foods.

Excess food can be served as planned frozen meal to clients. This meal is assembled as soon as the bulk hot foods arrive at the nutrition sites. The meals are immediately frozen after packing meeting all compliance with the 2014 Delaware FDA Food Code Guidelines. A temperature chart is used to ensure that the temperatures of the foods are maintained in the correct amount of time during the freezing process. Temperatures are recorded at two hour intervals to assure that the temperatures stay within the time period till the meal is out of the danger zone. These meals are sent to the clients only in the frozen state. The meal composition meets the nutrient analysis for that day's cycle menu. Written descriptions of additional foods, required to satisfy DSAAPD meal pattern and nutrient requirements are available in writing for kitchen staff for packing of the meals if needed.

CHEER, Inc. provides Mid-day meals only and may be hot, frozen, or shelf-stable. In addition, those homebound individuals with a documented need shall also receive two frozen meals each Friday to be utilized Saturday and Sunday. Determination of need is based on the client's ability to provide adequate meal preparation, economic status, and physical as well as mental ability of the client.

No frozen weekend meals are sent to individuals lacking facilities to heat the meals or when an individual is physically or mentally incapable of heating the meals for themselves. If possible, arrangements are made with family, friends, neighbors, etc., to provide assistance over the weekends.

Frozen meals consist of the hot meal served on a cycle menu. All frozen meals will receive each menu item from the entree to the desert that is listed for that day's pattern. Food service personnel are trained to send out the entire daily menu for every day a frozen meal is sent. All meals will be prepared, packed, frozen, and adhere to serving portions as specified in the most recent FDA Food code.

Each year in mid-October, prior to the onset of any severe bad weather, all homebound individuals are provided with three additional shelf-stable meals to utilize should weather conditions prohibit the normal delivery. As the emergency meals are utilized by the homebound client, they are replaced through the month of January. These shelf-stable meals meet one-third of the Dietary Reference Intakes and are analyzed by the Registered Dietitian. Shelf-stable meals may also be used to supply weekend meals to clients who do not have adequate refrigeration or freezing capacity in their homes but are in great need of the additional meals for the weekends. The Project has developed and utilizes a weather-related emergency plan to provide the meals in advance of potential storms. If emergency weather conditions exist after five days, the project has a system of mobile emergency transportation to deliver additional meals. The DSAAPD has a copy of the emergency plan in their office.

Home-delivered meals are 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. Spouses of disabled individuals are not eligible unless they too are disabled. Eligibility is tested by requesting proof of Social Security Disability. Information which identifies individual participants in the program and the dates on which they were provided a meal (verified by participant signatures that meals are received) are maintained in the official program files. At the present time, CHEER does not have any housing facilities which meet these criteria which is located in the area where we provide home-delivered meals.

Home-delivered meals are not delivered to individuals who have a homemaker/home health aide providing services over the lunch hour with the following exceptions: when no food is available at the client's home; funds are unobtainable to purchase food for preparation; or when the homemaker's daily work plan or hours preclude meal preparation.

Home-delivered meals are not left if the homebound client is not at home. If there is no response from the homebound client at the time of meal delivery, the meal is returned to the center and the Center Director is advised. The director will pursue the whereabouts of the homebound individual till a satisfactory conclusion is made. Center Directors and Outreach Workers have all emergency contact information available at all times concerning every client that receives homedelivered meals. Volunteers and other appropriate staff who delivers meals are trained to look for signs of distress, deteriorating conditions of clients, unusual responses from clients, and other emergency conditions they may observe when they deliver the meals.

When feasible, deliverers of homebound meals can provide minimal services to homebound clients when requested and the request is reasonable. The deliverers cannot feed individuals or assist them in feeding themselves.

The Home-delivered Meal Program follows a six (6) week cycle menu which has been analyzed and signed by an R.D. to verify that each meal meets all the nutrient requirements to meet one-third Dietary Reference Intakes (DRI). The menu and the completed menu analysis are submitted to DSAAPD two weeks prior to consumption. All labels and recipes used in the menu cycle has been analyzed and checked for accuracy. Records of this analysis are kept in the Project Director's office at all times. Documentation of adherence or changes to the cycle menu is recorded, analyzed, and submitted to the DSAAPD with the monthly invoices for payment of the meals.

The CHEER Project employs a fully trained registered dietitian (Tracy Fennimore, R.D.) to oversee the food service and program areas related to the homebound program. This includes menu design for assurance of compliance with the proper nutritional content mandated by the Dietary Reference Intakes and with the DSAAPD menu guidelines and standards. The only types of meals offered by CHEER, is the mid-day meal and a holiday meal at Christmas which is analyzed for nutrient adequacy.

Limited special diets are provided to homebound participants upon receipt of a doctor's prescription, "Consent Form", and a signed request for the diet meals by the participant. The project nutritionist plans and supervises the preparation of the diet meals. CHEER provides a Low Cholesterol/Low Sodium diet, a Diabetic diet, and special textured meals upon request. Textured meals are purchased in the frozen state from a vendor. Each special meal meets one-third DRI's and has been submitted for DSAAPD's approval.

Procedures for Assessment of Eligibility:

Program staff (Outreach Workers) must initially visit every recipient in their home within five working days of referral to assess the need for the program. The outreach workers will use the "Homebound Assessment Scale" which has been developed in conjunction with and approved by the DSAAPD, to determine eligibility of persons age 60 and over. A score of 20 is suggested for homebound meal delivery approval. The spouse of an older homebound client who is eligible for the meals may also receive home-delivered meals regardless of age and if it is in the best interest of the homebound client or if that spouse is the primary care-giver for the eligible senior. If for any reason a potential client does not meet the score of 20 and the outreach worker feels that there are special circumstances present which warrants the person to be eligible for meals, their case is brought to the Outreach Council for consideration.

The Outreach Council meets once a month and consists of all outreach workers and the Project Director. All new meal clients' files are brought before the council and reviewed and additional referrals and services are discussed to assure that each client is receiving all the services available to seniors that can be extended to them. All cases which are active are reviewed yearly and stamped that they have been reviewed by the council.

CHEER utilizes a computer software system called ServTracker which tracks information daily concerning clients, activities, services, and donations. The system tracks information by nutrition site and by individual client including all NAPIS information required. The system allows the Project Director to pull information by nutrition site or by all sites combined. The new system has one data base of clients which all nutrition sites utilize. This data base consists of any client whether they receive Homebound, Congregate, SSBG meals, or any other service such as Home Care that CHEER offers. When an Outreach Workers goes to put in a new client, the system will not allow it if the client is already exists in the data pool and has eaten or attended an activity at another center or receiving another service from CHEER. This has eliminated the problem of getting a true unduplicated count for all services provided by CHEER, Inc. All information obtained concerning a Home-Delivered Meal client is entered into ServTracker. This system provides information that identifies individual participants in the program and the date or dates on which they were provided a meal, made a donation, or has for any reason, cancelled a meal.

No applicant shall be accepted as a program participant until after the initial assessment visit unless circumstances are considered to be an emergency situation in which case they will be served meals on an emergency basis. In such cases, the recipients will receive regular hot meals and not emergency shelf-stable meals. A letter explaining the temporary status is sent with the first meal. This letter states that they will be served on a temporary basis until their eligibility has been determined. This letter also contains notification of the client's appeals process.

Based upon the assessment determination, if an individual is eligible to receive the meals, the outreach worker will complete an information intake form on that individual. At that time also, the NAPIS (National Aging Program Information System) Intake form is completed as well as the Nutrition Screening form and the IADL's (Independent Activities of Daily Living) and ADL's (Activities of Daily Living) forms. Emergency information is secured. All information is charted in the client's file. Each visit and the conditions of the visit as well as all referrals are documented by a chart note. All information is entered into ServTracker which becomes the permanent record for the client. These forms are up-dated and completed yearly usually during the first quarter of the new year. NAPIS information is submitted to the State annually.

A written physician's order must be on record for clients including regular diets. Diet orders are requested annually from the participant's physician. The "Doctor's Consent Form" and the "Participant's Consent Form" are completed and sent as soon as possible to the R.D. before diet meals are provided. In emergencies, a verbal order from the doctor to the project R.D. may be accepted for one month. Documentation of the verbal order is logged in the client chart note.

During the reassessment visits, clients are given the opportunity to evaluate the program. The outreach worker will obtain the information using the CHEER form, "Homebound Participant Comments" survey. These surveys are sent in quarterly to the Project Director who reviews the results and follow-up on problem areas are discussed and corrected at Outreach Council meetings and other staff meeting where feedback is appropriate. These surveys are available for DSAAPD monitoring. Homebound participants are also given the opportunity to evaluate food products for the two menu cycles by survey.

Nutrition Education is offered monthly to Home-Delivered Meal Program clients in the form of flyers and pamphlets which is sent with their meals. A copy of the monthly menu is also sent.

After eligibility determination has been made, the client is issued a CHEER letter notifying them of the decision. If the request for homebound service is based on a temporary illness, temporary medical condition such as surgery, or because of a temporary emergency, the client is considered to be a short-term client. In such case, a follow-up visit is made after one month in order to determine if the need still exists. If conditions are present that merits the client to be considered in need of services for an extended period of time, the clients is considered to be a long-term clients and reassessment is conducted quarterly. During these visits, the outreach worker will document their continued eligibility as well as document any changes in the health and well-being of the homebound clients. In October of each year, a new intake form is completed on every client.

The Outreach Worker will notify the appropriate officials regarding any conditions or circumstances placing the older person or household in imminent danger.

Reassessment is critical in order to avoid fostering unnecessary dependency on the homedelivered meal program for those whose needs may be better met in other ways and to coordinate the provision of services other than the meals which are needed by the recipients.

If the recipient is found to be in need of services other than meals, referrals are made to the appropriate agencies. Referrals may consist of home health aides, applications for food stamps, Dart transportation applications, fuel assistance, medical and prescription plans for reduced costs, respite care, services offered by the DSAAPD and the DHSS. Follow-up is performed within a reasonable length of time to see whether the requested services have been provided. Appropriate officials are notified for follow-up if any conditions are circumstances are observed that would place the older person or household in imminent danger. All referrals are noted in the Case Management section of ServTracker.

Each nutrition site provides their homebound clientele, family members, and/or care givers an opportunity to make a voluntary donation to the cost of the meal and a system is in place to protect the privacy of the older person's donation. Each new homebound is provided with a "Suggested Donation Schedule" which is based on income using a sliding scale system. This was developed be the DSAAPD and the projects. Methods of making donations are discussed and the process of pledging of donations is presented. Homebound clients are provided weekly with a meal donation envelope. Donations may be given to the volunteer drivers in those envelopes, mailed to the agency, or mailed to the center. A locked metal box, especially designed to receive the homebound donation envelopes, is used to collect and transport the donations back to each nutrition site where the donation amount is counted by two people and recorded in ServTracker system. The two people handling the money will be a staff person and a congregate member Donations are removed at the end of the day by the center director/designee and with a congregate member the money will be counted and recorded in the ServTracker

computer program. The donation is tracked by client name and nutrition site. Two copies of the deposit will be printed from ServTracker and one will be submitted with the deposit. The other will be kept in the center. Both persons will sign to the amount. A Finance clerk at the CHEER

administrative office will recount the donations and verify it against the printed deposit slip sent with the donation. The donations deposits are made to the bank and entered into the Agency's accounting software QuickBooks. At the end of the month, the donation totals of the Nutrition Program deposited by the centers in Serv Tracker must match the deposits made by the Finance department in QuickBooks, thus giving a check and balance system for the collection of donations.

Outreach Workers can pull reports from ServTracker to verify the number of meals that a clients has received in a month as well as the amount of donations that clients has contributed that month for the meals. This information and the pledged amount per meal, is forwarded to the Nutrition Project Director who transfers the information to donation reminder statements. The monthly donation reminder statements are sent to the clients from the CHEER central office by the 15th of the following month. These statements identify the number of meals that a client received during the preceding month and how much was pledged per meal. It also identifies the amount of donations received from the client in that month and identifies any balance that may be due. This form is identified as a "Statement" and not a bill. It also is a balance system for donations handling.

Homebound Nutrition Screening Process:

All Homebound participants will be screened during their initial visit for eligibility utilizing the Nutrition Screening Checklist provided by the DSAAPD. The Outreach workers will conduct the screening. All completed screening will be documented in the ServTracker by the Outreach Workers utilizing laptop computers during the assessment. Information and verification of the screening will be forwarded to the Diet Technician who will log in the information in the Outcomes logs. Any screening identifying at-risk clients will be forwarded and referred to the R.D. All identified at-risk clients will receive nutrition counseling and follow-up nutritional intervention from the R.D. and follow-up will be conducted within six months of intervention. Nutrition screening and nutrition intervention is reported to DSAAPD on a quarterly basis and is open for inspection during monitoring visits by the State Nutritionist. Nutrition screening outcomes are reported to the DSAAPD quarterly. Nutrition screening is conducted annually during the first quarter of the new year after the initial assessment. The information on how intervention will be conducted is included in Attachment A (Nutrition Screening Follow-up and Intervention Plan) located in this document.

Homebound Nutrition Medical Food Meal Services:

Supplemental Medical meals will NOT be provided in 2014. Seniors will continue to be provided with a hot meal but will not receive a supplemental diet of Ensure or Glucerna.

Outreach Plan:

The Outreach Program will seek to inform the residents of the county and to identify potential clients by doing presentations to local community groups, church ministries, civic groups, and other agencies within Sussex County. Presentations are made to local discharge planners at the areas hospitals and home health agencies as well as other health professionals in the county. The project will target the elderly with the greatest economic need and those elderly with the greatest social need due to language barriers, speech impediments, physical and mental disabilities. We will target the frail elderly, 75+ populations, minority populations, and the population of seniors living alone. We will encourage them to take advantage of all the services that are available to them. The Outreach program provides the homebound with information and referrals to other community services which are not provided by the Cheer program. We will market our services on a continual basis utilizing all medium of communication to educate the senior population of the services available. This will be a combined effort of the Nutrition Program of CHEER and the Marketing Department of CHEER as well as the agency as a whole.

Policies and Procedures:

The Nutrition Program Director has developed policies and procedures for every aspect concerning the Home-Delivered Meal Program. Policies are updated as changes occur in the operations of the program. These policies are utilized in orientation, training, and evaluation processes within the program. A copy is available for review by DSAAPD and the manuals are maintained in the Program Director's office.

Volunteer Utilization/Recruitment:

Volunteer are a very important part of our Home-delivered meal program. Without them we would be unable to deliver the meals to the client's homes. We utilize and depend on volunteer to deliver thirty nine routes a day delivering meals to 497 clients. The volunteers also help in the training and recruitment of other volunteers. They approach the civic groups which they belong too and recruit new volunteers and well as donations for the homebound meal program. They assist in the determining route assignments so that mileage from one home to the other is kept at a minimum. They are the eyes and ears for the program reporting any problems or concerns about the clients they serve. They may be the only person that some seniors come in contact with during the day. Volunteers help in the kitchens to pack the packaged meals into transport containers. They take the important temperature at the end of the route to assure that the provisions for food safety is adequate. CHEER does not reimburse the volunteers for mileage.

Recruitment of volunteers is a full time effort. CHEER employs a Volunteer Coordinator who recruits and trains volunteer for every program in the agency. The Outreach workers incorporate volunteer recruitment in their outreach efforts. Center Directors are activity seeking volunteer from the congregate participants who utilize their centers. The agency uses the Marketing Director and Public Relations Specialist to utilize the media as a vehicle for recruitment.

SSBG Home-Delivered Meal Program Work Plan

Service Definition:

CHEER, Inc. provides SSBG Home-Delivered Meal 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 persons under 60 years of age, and the Dietary guidelines for Americans (Published by the Secretaries of the Department of Health and Human Services and the USDA). CHEER uses the same Menu format and the DSAAPD guidelines that is used in the Home-Delivered Meal Program.

Service Goal:

The optimal goal is to promote better health among the homebound adults under 60 years of age through improved nutrition and keeping them in their own homes rather than in an institution. It also provides social contact to a person who might otherwise be homebound and isolated. This service is provided to the Department of Health and Human Services on a contractual basis for a determined fee.

Service Unit:

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

Service Area and Location:

SSBG Meal Services are provided from eight (8) nutrition sites throughout Sussex County: Bridgeville Senior Center, Georgetown CHEER Center, Greenwood CHEER Center, Laurel Senior Center, Pelican Cove CHEER Center, Roxana CHEER Center, Milton CHEER Center formerly the Slaughter Neck CHEER Center, and from the Coastal Leisure CHEER Senior Center. Meals are also provided to SSBG clients living in the Seaford, Delaware area of the county. CHEER delivers the meals Monday thru Friday to Seaford. All Seaford meals are prepared and packed in the Georgetown CHEER Center. Billing for these meals also is under the Georgetown Center.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan to Meet Service Standards:

The SSBG Home-Delivered meal program follows the same procedures as outlined in the Home-Delivered meal plan with the exception that CHEER does not provide case management utilizing an Outreach worker. The Division of Services for Aging and Adults with Physical Disabilities provide all case management which includes assessment of need, eligibility of the participant, the determination of what types of meals the client is to receive, and how many meals they are to receive. They also indicate what type of diet the client is to receive. The DSAAPD contacts CHEER and a contract for service for each individual is issued stating the services to be provided. Meals are not provided until written authorization is received. CHEER prepares billing statements which are submitted to the DSAAPD on a monthly basis indicating how many meals were provided to SSBG participants and the types of meals provided. DSAAPD will be billed for all meals not canceled twenty-four (24) hours in

advance. These meals will be noted as such on the invoice.

CHEER provides mid-day meals and emergency meals to SSBG participants. Modified diets and textured diets can be provided if needed. Mid-day meals may be hot, cold, frozen, or shelf stable. Preparation, handling, packaging, and transporting of the meals follow the specifications of federal, state, and local health laws and ordinances. Specifications for raw foods which are purchased are in place and adhered to following the guidelines of DSAAPD and CHEER. Storage practices, preparation practices, and sanitation practices are monitored on a routine basis by the Project Director, the Congregate Program Manager, and R.D. Each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Congregate Program Manager semi-annually to assure that the preparation, handling and serving of food meets compliance with State, local health laws and ordinances. The Central Kitchen is monitored by the State of Delaware Public Health annually and by the Project Director semi-annually.

The same standards and procedures for meal preparation, meal packaging, and meal delivery that have been outlined in the Home-Delivered Meal Program are adhered to for the SSBG Meal Program. Food Service staff is trained annually and adhere to the 2014 Delaware FDA Food Code specifications for food safety, including safe temperature control of foods. The delivery time of the meals does not exceed two hours.

The same six week cycle menus used for the Home-Delivered Meal Program is used also. All the procedures outlined in that program are practiced for the SSBG program including adherence to the 2014 Delaware FDA Food Code specifications for food safety, including safe temperatures of foods in preparation and delivery. Participants who receive SSBG meals are surveyed for feedback on food quality and service twice a year when the annual Spring/Summer and Fall/Winter Menu surveys are completed. Results are available for review by the DSAAPD Nutritionist.

CHEER does not conduct a Nutrition Screening or complete a NAPIS Intake Form, ADL or IADL form on SSBG clients. The information contained in these documents which are required for the Home-delivered meal program is not submitted to DSAAPD.

SSBG meals are submitted to DSAAPD for reimbursement. Reimbursement for the meals is submitted also to DHHS on a monthly basis following all DSAAPD requirements.

CHEER can supply Medical Food Meals to SSBG clients if requested. The program is not required to provide an outreach plan for the SSBG program.

CHEER does not actively recruit for volunteers for the SSBG meals, however, the same volunteer that delivers the home-delivered meals to clients 60 and over delivers the SSBG meals at the same time.

Congregate Meal Program Work Plan

Service Goal:

The goal of the Congregate Meal Service is to provide nutritious meals to persons who are 60+. These meals will improve or maintain nutritional status, maximum functioning and independence of the individuals. During the first six months of Fiscal Year 2014, the following statistical results are provided indicating the targeting population characteristics and the Project's Service Priorities:

CONGREGATE	NUMBERS	PERCENTAGES
Number of Unduplicated Clients	1929	100%
Persons above 75	929	48%
Frail/Disabled Persons	27	1%
Rural Elderly	1929	100%
Minority Persons	166	9%
Low-income Minority Persons	18	11%
Low-income Non-Minority Persons	37	2%

Service Area and Service Locations:

Congregate Services are provided at nine (9) nutrition sites located throughout Sussex County: Bridgeville Senior Center, Georgetown, CHEER Center, Greenwood CHEER Center, Harbour Lights CHEER Center, Laurel Senior Center, Coastal Leisure CHEER Center, Long Neck Pelican Cove CHEER Center, Roxana CHEER Center and Milton CHEER Center (formerly the Slaughter Neck CHEER Center.

A.	LOCATION, PHONE, & ADDRESS	E. SPACE AVAILABLE
B.	STAFF/POSITION OF PERSON IN	F. TRANSPORTATION
	CHARGE	
C.	HOURS OF OPERATION	G. ACCESSIBILITY OF CENTER
D.	FIRE MARSHALL CAPACITY	

A.	E. Dining Room-682sq ft
BRIDGEVILLE SENIOR CENTER	Kitchen/Storage-146sq ft
302-337-8771	Recreation Area-91sq ft
414 Market Street	Other- 671sq ft
Bridgeville, DE 19933	Total – 1590sq ft
B.	F.
Annette Cannon, Executive Director	Transportation is provided within a 7 mile
Paula Walston, Kitchen Manager	radius (North/South) and a 10 mile radius
Terri Ricketts, Outreach Worker	(East/West)
C. 8AM – 4PM	G. Handicap Accessible
D. Capacity - 100	

A. GEORGETOWN CHEER CENTER 302-856-5187	E. Dining & Kitchen – 4420sq ft Other – 240sq ft Total -4,660sq ft
546 S. Bedford Street, ext. Georgetown, DE 19947	
B. Fran Smith, Center Director Rob Manning, Kitchen Manager Linda Burch, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 200	

A. GREENWOOD CHEER CENTER 302-349-5237 41 Schultz Road Greenwood, DE 19950	E. Dining Room-1559sq ft Conference Room-231sq ft Kitchen-682sq ft Exercise Room-903sq ft Other-1953sq ft Total- 5328sq ft
B. Dixie Carlisle, Center Director Deborah Sturgis, Kitchen Manager Robin Peterson, Outreach Worker C. 8:30AM – 4PM	F. Transportation is provided within a 7 mile radius of the Center G. Handicap Accessible
D. Capacity - 150	

E. Dining/Recreation – 2200sq ft
Kitchen – 276sq ft
Other – 402sq ft
Total – 2878sq ft
F.
Transportation is provided within a 7 mile
radius of the Center
G. Handicap Accessible
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A. LAUREL SENIOR CENTER	E. Dining Room-2200sq ft
302-875-2536	Kitchen & Storage-668sq ft
113 N. Central Avenue	Shop-646
Laurel, DE 19956	Other-3938sq ft
,	Total – 7452sq ft
В.	F.
Penny Duncan, Executive Director	Transportation is provided within a 7 mile
Adele Morris, Kitchen Manager	radius of the Center (more for Adult Day Care)
Faye Williams, Outreach Worker	
C. 8:00AM – 2:30PM	G. Handicap Accessible
D. Capacity - 350	

A. PELICAN COVE CHEER CENTER @	E. Dining Room-4097sq ft
LONG NECK	Kitchen & Storage-1222sq ft
302-945-3551	Office & Conference-1037
26089 Long Neck Boulevard	Fitness & Other-1844sq ft
Millsboro, DE 19966	Total – 8200sq ft
B. Robin Greene, Center Director	F.
Shirley Burtelle, Kitchen Manager	Transportation is provided within a 7 mile
Linda Burch, Outreach Worker	radius of the Center
Grace Jackson, Kitchen Helper	
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 150	

A. ROXANA CHEER CENTER	E. Dining & Recreation – 3000sq ft
302-732-3662	Kitchen – 351sq ft
Pyle Health & Social Services Center	Total – 3351sq ft
Omar/Roxana Road	
Frankford, DE 19945	
B. Cristina Tunnell, Center Director	F.
Barbara Aro, Kitchen Manager	Transportation is provided within a 7 mile
Suzanne Nilsson, Outreach Worker	radius of the Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 200	

A. MILTON CHEER CENTER	Dining, kitchen, other, Total – 2300sq ft
302-684-4819	
Rt 16 & Reynolds Road	
Milton, DE 19968	
B. Susan Gallaher, Center Director	F.
Charles Shearer, Kitchen Manager	Transportation is provided within a 7 mile
Robin Peterson, Outreach Worker	radius of the Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 125	

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A. OCEAN VIEW CHEER CENTER	E. Dining & Recreation-2360sq ft
302-529-2671	Kitchen & Storage-1524sq ft
30637 Cedar Neck Road	Offices & Other-1396sq ft
Ocean View, DE 19970	Total – 5280sq ft
B.	F.
Yolanda Gallego, Center Director	Transportation is provided within a 7 mile
Brenda Kerber, Kitchen Manager	radius North/South of the Center and 10 mile
Suzanne Nilsson, Outreach Worker	radius East/West of Center
C. 8:30AM – 4PM	G. Handicap Accessible
D. Capacity - 125	

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 shelf-stable.

All nine nutrition centers are open to participants at least six hours daily, Monday through Friday with the exception of legal holidays with most being open seven to eight hours. Sites serving more than fifteen meals will have a Center Director or a Site Manager that are either paid, volunteer, or in-kind. This person is responsible for site operations relating to the nutrition program. Each site employs a Kitchen Manager to operate the meal service in the center. A Kitchen Helper is employed in the Long Neck CHEER Center who will assist the Kitchen Manager in the preparation and service of all meals in the center. That person is a CHEER employee. Each employee has a job description. Meals service hours vary according to the different types of meals offered. A center may offer breakfast meals, lunch meals, and evening meals while another center may offer a lunch meal only. Centers also provide a bagged lunch, which is taken on special trips and outings.

CHEER, Inc. has two independent senior centers that sponsor the Nutrition Program in their sites. A written Agreement, signed by appropriate individuals, spells out the specific role of the senior center sponsoring the program as well as services they may expect from the CHEER project.

Each nutrition site makes special provisions as necessary of the service of meals to blind participants and eligible handicapped individuals with limited mobility. All nutrition sites are handicapped accessible. All sites comply with the "Non-Smoking" of the State of Delaware by prohibiting smoking in the centers.

Time Frames:

The time frame to accomplish the proposed work plan follows the DSAAPD designated year which is from October 1, 2014 to September 30, 2015.

Plan to Meet Service Standards:

CHEER, Inc. operates a Congregate Meal Service which is a nutrition service that provides nutritionally balanced meals that meets one-third of the daily Dietary Reference Intakes (DRI) as set by the National Research Council for persons in Sussex County who are 60 or older and to their spouses; the age-eligible participant must be a register participant of the program. These services are also provided 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 and accompany older individuals who are 60 years or older. CHEER does not operate any center that meets these criteria. All staff and guests under 60 are provided services but are required to pay the full cost of the meals. Service may be denied staff and guests under 60 if there are only enough meals to provide seniors 60+. The project requests proof of age for persons participating in the congregate program as specified by the DSAAPD either by written or verbal confirmation. The CHEER 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 shelf-stable.

Each meal participant who receives a meal in a congregate site is requested to complete a NAPIS (National Aging Program Information System) Intake Form. Completion of the form is voluntary by the participant. However, documentation such as a driver license or a verbal consent that a client is over 60 years of age is asked of the client. Information on this form is documented in the ServTracker Software program which tracks meal statistics for the Nutrition Program. These forms are up-dated yearly during the months of October and December. This information is forwarded to the DSAAPD quarterly.

The Congregate program follows a six week cycle menu which meets all Dietary Reference Intakes and meets all DSAAPD standards as specified. The menu is analyzed for adequate nutrient content and is submitted to DSAAPD two weeks prior to consumption. Documentation of adherence to the cycle menu is submitted to DSAAPD with the monthly invoice. Changes to the cycle menu is recorded, analyzed, and submitted at the same time. The project employs a qualified Registered Dietitian (Tracy Fennimore, R.D.) who has fulfilled the academic requirements for membership in the American Dietetic Association who plans the special diets, supervises the preparation and serving of them. Diet meals may be requested by any participant and will be provided with a written physician order requesting the special diet.

The Congregate meal program prepares low cost meals utilizing the maximum allotment of USDA commodities at a central kitchen which is located in the Georgetown State Service Center. All USDA commodities are kept in locked areas at the central kitchen and in each of the nutrition sites. Each nutrition site provides the project with a monthly food inventory of USDA commodities, other foods, paper, and chemical supplies. The central kitchen maintains an on-going daily record of purchases and food usage. A monthly physical inventory of USDA is done at the end of each month. Production sheets, inventory controls, and utilization reports are utilized to enable the Nutrition Project Director to track all food costs per menu per day and to calculate the usage of USDA commodities.

The Nutrition Assistant Program Director's position has been changed during the year and is now identified as the Congregate Program Manager. Responsibilities of this position include the daily overseeing of the Congregate Nutrition Sites including activities and programs associated with them including the meal service. All regulations of DSAAPD are still the responsibility of the Project Director including reporting and budget requirements.

Specifications for raw foods which are purchased are in place and adhered to following the guidelines of DSAAPD and CHEER. Storage practices, preparation practices, and sanitation practices

are monitored on a routine basis by the Project Director, the Congregate Program Manager, and R.D. Each nutrition site is monitored by the State of Delaware Public Health Department annually and the project's Congregate Program Manager semi-annually to assure that the preparation, handling and serving of food meets compliance with State, local health laws and ordinances. The Central Kitchen is monitored by the State of Delaware Public Health annually and by the Project Director semi-annually. Copies of the monitoring and corrective actions taken for all problems cited are reviewed by the Project Director.

The foods are prepared in bulk in the central kitchen and are transported to the nine nutrition sites which provide Congregate meals. The foods are transported in specialized vans with electrical converter boxes which enables the project to maintain temperatures of foods during transport. This preserves the nutritional value of the prepared foods and meets the food temperatures required as stated in the 2014 Delaware FDA Food Code Guidelines. Temperatures of the prepared foods are logged on a temperature chart prior to leaving the central kitchen. When the prepared foods arrive at the nutrition sites, temperatures are again taken to assure food safety during transport. Food temperatures are taken again just before the service of the meals in the sites. All temperatures are kept on temperature log sheets. Any identified problems are reported immediately to the Congregate Program Manager who institutes corrective action immediately. The problems and corrective actions are documented on the temperature logs which are submitted monthly to the Congregate Program Manager for review. All food service employees are trained on an annual basis to adhere to the 2014 Delaware Food Code Guidelines and specifications for temperature control of foods.

Excess foods leftover after the packing of the home-delivered meals and the service of the congregate meals are offered to the congregate clients as second servings. These foods cannot be saved or re-combined into meals to be served to clients. Any food item that can be utilized as a snack will be properly stored and offered the next day. These items include only cold food items. Foods which require re-heating are never used as snack items.

Each nutrition site provides their Congregate clients an opportunity to make a voluntary donation to the cost of the meal. A system is in place to protect the privacy of the older person's donation. The center director provides each new participant with a copy of the "Suggested Donation Guideline" as developed by the DSAAPD. This guideline is a sliding scale suggested donation guideline based on monthly income. The guideline is permanently posted in each of the sites in the area where each participant signs in when they come to the center for a meal. New participants are asked to verify if their income is above or below the poverty level of \$12,000 a year. A locked donation box is also placed in this area. Each participant must decide for themselves what amount they should donate. No means test is used to determine individual eligibility to participate in nutrition program and meal services are not denied because the older person will not or cannot contribute to the cost of the meal.

CHEER has instituted a computer software system called ServTracker which tracks information daily concerning clients, activities, and donations. The system tracks information by nutrition site and by individual client including all NAPIS information required. The new system allows the Project Director to pull information by nutrition site or by all sites combined. The new system has one data base of clients which all nutrition sites utilize. When a site manager goes to put in

a new client, the system will not allow it if the client is already exists in the data pool and has eaten or attended an activity at another center. This has eliminated the problem of getting a true unduplicated count for all services provided by CHEER, Inc.

Each site/center director or their designee shall collect from persons under 60 who are staff, volunteers, or guests. These persons will sign the "Lunch Sign-in Sheet for Under 60 Guests and Staff" form. When the serving of meals to under age 60 staff or volunteer would deprive elderly target population individuals from receiving a meal, other arrangements are made by the center director/site food service manager for the under 60 persons. Staff, volunteer, and guest meals are entered into ServTracker system.

Donations are removed at the end of the day by the center director/designee and with a congregate member, the money will be counted and recorded in the ServTracker computer program. Two copies of the deposit will be printed from ServTracker, one will be submitted with the deposit, and the other will be maintained in the center. Both persons will sign to the amount. A Finance clerk at the CHEER administrative office will recount the donations and verify it against the printed deposit slip sent with the donation. The donation deposits are logged into the Agency's accounting system, Quick Books. At the end of the month, the Nutrition Program Director and Finance Department reconcile ServTracker and QuickBooks. The project uses all donations and contributions to increase the number of meals served.

To ensure the on-going acceptable quality of the meals served, the nutritionist and the site kitchen managers taste all meals items. Menu surveys are conducted in the nutrition sites daily. These surveys are submitted to the Congregate Program Manager who compiles them into a monthly form. These monthly surveys are reviewed by the Central kitchen production staff, the food service managers at the sites, the center directors, and the Project Council. All comments and recommendations are taken into consideration in future menu planning. The project also conducts semi-annual surveys which allow participants to choose which menu items they want continued or taken off the cycle menu pattern. Participants are also asked to identify what new items they would like to see added to the menu cycles. Any food item not receiving 75% approval rating is replaced.

Each nutrition site elects representatives to serve on the Project Council. The council meets twice a year with the Nutrition Program Director. The council's purpose is to bring to the project feedback from the participants on food items, food service, and anything related to the Nutrition meal services. This participant feedback is documented in minutes of the meetings. The Project Council attends a meeting once a year of the prime vendor to identify new menu items for the cycle menus. The council members are periodically informed of the cost of providing the meal service as well as statistics on the number of meals served at each site and the amount of donations given for each site. The council is instrumental in relaying to each nutrition site information concerning the nutrition program and the special events and activities that the program is planning.

The Congregate Nutrition Program provides nutrition education on an on-going basis to the participants via presentations, flyers, seminars, and support groups. Nutrition education training sessions are conducted by the Dietetic Technician at least once a quarter in each of the nine sites. The R.D. conducts a Diabetic support group session monthly in some centers. Topics covered in these

education sessions are determined by the results of the nutrition screening and requests from participants in the centers. Nutrition education topics are planned for the year and support the objectives of the National and State health education and disease prevention initiatives Health DE 2010 and Healthy People 2010. Topics this year are geared toward the new and revised 2010 Dietary Guidelines for the senior population. Topics are submitted to DSAAPD prior to the contract year beginning. In the plan submitted, the objectives of learning; the materials to be used; the method of presentation; and the evaluation process of effectiveness are documented.

Congregate Nutrition Screening Process:

All Congregate participants are asked to complete the Nutrition Screening Checklist provided by the DSAAPD annually. Clients are screened by the Center Director and/or Diet Technician. The nutrition screening is documented in the ServTracker software in the centers computers. This information is sent to the DSAAPD quarterly. Clients who are identified as high-risk are referred to the R.D. for follow-up and nutritional intervention. Nutrition education and nutrition counseling is provided where needed. The Nutrition Screening is tracked in ServTracker and can be compared to previous years for outcomes. Nutrition screening interventions and follow-up is outlined in Attachment a (Nutrition Screening Follow-up and Intervention Plan - Congregate) located in this document.

Congregate Nutrition Medical Food Meal Services:

CHEER, Inc will NOT be providing Supplemental Medical Foods in fiscal 2015.

Outreach Plan:

The Congregate Nutrition Program will conduct an on-going outreach program to inform persons 60 years or older of the availability of services which the project provides. The plan includes informing physician's offices, hospital discharge planners, civic groups, local churches, and other aging service agencies in the area. We will communicate our services utilizing the CHEER's Quarterly Magazine, local media available, public service announcements, and nutrition center newsletters. We will target the elderly with the greatest economic need, the elderly with the greatest social need, the minority population and the population of seniors who live alone. We will market our services on a continual basis. CHEER, Inc. has also produced a power point presentation including the Congregate Meal Program's activities and uses it at local civic presentations. This will be a combined effort of the Nutrition Program of CHEER and the Marketing Department of CHEER as well as the agency as a whole. All Nutrition staff is trained to provide information to participants on how needed services for such programs as Medicare, Medicaid, SSI, transit, housing, etc. or assist them in gaining access to these services.

Staff Training and Certification:

The Nutrition Program has a comprehensive orientation and training program that must be successfully completed by all employees to satisfactory completes their probationary period. All employees attend an Agency Orientation and then a Nutrition Program orientation. Each position has an Employee Training Checklist that is used to track an employee's progress of training in all areas of their position. Confidentially is emphasized in all stages of employment.

The Nutrition Program holds regular training meetings for all aspects of the program. A sign-in list is used to document what employees attend which in-service. An In-service Staff Training Log is kept yearly. A critical part of that training is directed towards the 2014 Delaware 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. All Food Service Staff is trained in the specification for food safety and time/temperature control of foods.

Staff members will be trained to provide clients with information on how needed services such as Medicare, Medicaid, SSI, Food Stamps, Dart, and senior housing may be obtained and how to assist clients to gaining access to those services.

CHEER, Inc.'s Nutrition Program has developed Policy and Procedure Manual that addresses all DSAAPD specifications, policies, and procedures and terms of General Assurances. These manuals are used for new employee orientation as well as retraining of current staff.

Volunteer Utilization/Recruitment:

The volunteer is an important part of the Congregate meal program. They perform many important functions such as: being members of the Project Council; serves as officers on the Site Councils; members of committees which do fund raising for the centers; aide the food service managers with serving meals, cleaning off tables, setting up tables, etc. Volunteer's aide the Center Director with programs and activities and act as trip coordinators for local and over-night trips.

Recruitment of volunteers is a full time effort. The Nutrition program staff as well as the CHEER agency staff is constantly presenting volunteer opportunities to the local 4-H Clubs, Boy Scouts, Girl Scouts, and other civic groups.