



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-58

CATS Sys Doc ID: 021729-0000-0000

PROFESSIONAL SERVICES AGREEMENT For CONGREGATE NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and Cheer, Inc., (the "Vendor"), with offices at 546 S. Bedford Street, Georgetown, DE.

WHEREAS, Delaware desires to obtain certain services for Congregate Nutrition,

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendices D & H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of

either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C will not exceed the fixed fee amount of \$414,750. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-58 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: brian.bayley@state.de.us

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

- 20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

- 21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in

breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

Cheer, Inc.
546 S. Bedford Street
Georgetown, DE 19947

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

For the State of Delaware:

Division of Services for Aging & Adults with
Physical Disabilities (DSAAPD)

Signature on File

Signature on File

Witness

Deputy

~~Lisa Bond~~ *Albert G. Griffith*
Director, DSAAPD

Date

8-8-16

For the Contractor:

Cheer, Inc.
546 S. Bedford Street
Georgetown, DE 19947

Signature on File

Signature on File

Witness

Ken Bock, Executive Director

Date

8/2/2016

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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.

APPENDIX B: *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 Congregate Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
By: Signature on File
Name: Albert W. Griffith
Title: Deputy Director
Date: 8-8-16

Business Associate
By: Signature on File
Name: Kenneth S. Bock
Title: Executive Director, HLEER, Inc.
Date: 8/2/2016



APPENDIX C: *Service Specifications*




**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
2.8.2016	G	Revised Attachment G

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Congregate Nutrition Services Specifications</p>
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1.0 SERVICE DEFINITION

- 1.1 Congregate Nutrition Services are provided to:
 - (1) reduce hunger and food insecurity;
 - (2) promote socialization of older individuals; and
 - (3) promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
- 1.2 Congregate Nutrition Services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants. Though nutrient delivery (i.e., meals) is a form of nutrition intervention, for the purposes of DSAAPD Congregate Nutrition Services, "meals" are distinguished from other allowable intervention services as follows:
 - 1.2.1 Congregate Meals is a food/nutrient delivery 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).
<http://www.health.gov/dietaryguidelines/>
<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>
 - 1.2.2 Nutrition Intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention." <http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf> Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.
<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** - The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD (See Attachment A). <http://www.health.gov/dietaryguidelines/>.

Approved Meal Unit Types

- 2.1.1 **Meal** – a meal that meets the Section 2.1 definition above. For budgeting purposes, this can be further budgeted as Breakfast Meal / Mid-Day Meal / Dinner Meal.
- 2.1.2 **Medical Food** - Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed dietitian/nutritionist. See <http://www.dpr.delaware.gov/boards/dietitians/newlicense.shtml> (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be



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available to participants (refer to DSAAPD Policy on Medical Foods to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.

- 2.1.3 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.

- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.

- 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).

- 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.15).

- 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.15 and 7.22).

- 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.

- 2.2.5 Information and referral services must be made available to congregate nutrition services clients including services outlined in Sections 7.5 and 7.7.

- 2.2.6 Group nutrition education services are provided to promote the health and well-being of older individuals and are reported to DSAAPD (See 7.6).

- 2.3 Other activities that support congregate nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

3.0 SERVICE GOAL


- 3.1 To promote better health and well-being among older individuals through improved nutrition.
3.2 To avoid unnecessary institutionalization.
3.3 To promote socialization of older individuals.
3.4 To provide at least one hot or other appropriate meal per day in a congregate setting at least once a day, five or more days per week, to the maximum extent possible.

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.
5.1.1 Congregate nutrition sites will be open at least five days a week.
5.1.2 The provider's Program Director will be responsible for ensuring congregate sites are available and appropriate to meet the needs of participants

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Congregate Nutrition Services Specifications</p>
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6.0 ELIGIBILITY

- 6.1 Congregate Nutrition Services will be made available to persons age 60 and over.
- 6.2 Congregate meals will be made available to spouses of eligible persons regardless of the age of spouse; the age-eligible participant must be a registered participant of the program. For Congregate meals, "Eligible individuals" include persons providing designated volunteer services during the meal hours.
- 6.3 Congregate Meals may be made available to individuals with disabilities under age 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). (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-18.)
- 6.4 Congregate meals may be made available to individuals with disabilities under age 60 who reside in non-institutional households with a person eligible for congregate meals and accompany that person (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-17.)
- 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 The provider must develop and maintain policies and procedures pertaining to the delivery of Congregate Nutrition services.
- 7.2 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.2.1 Fiscal Management
 - 7.2.2 Food Service Management
 - 7.2.3 Safety and Sanitation
 - 7.2.4 Staff Responsibilities
- 7.3 Eligibility determination for Congregate Nutrition Services applicants must be based on the criteria presented in section 6.0.
- 7.4 Congregate meals must be made available at least five (5) days per week, allowing adequate time for participants to eat and enjoy a leisurely meal, social contact, and to take advantage of other services at the center, which may include supportive, educational and/or recreational activities.
- 7.5 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.6 Providers must make available outreach and nutrition education and/or counseling and provide quarterly documentation to DSAAPD using the Congregate Nutrition Services Quarterly Report (Attachment G).
- 7.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
- 7.8 Outreach must be conducted as necessary to reach the target population (See 6.4).
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.



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- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed annually by the DSAAPD subcontracted dietitian.
- 7.12 Providers must maintain service records, including names of participants and date(s) of service.
- 7.13 Providers must verify and document the age of participants.
- 7.14 All site staff must be fully trained and qualified.
- 7.15 Providers must attempt to conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (Attachment E) derived from http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf. Participants identified as "high-risk" must be referred to the provider dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian. Note: All attempts to conduct the screening must be documented on a DETERMINE Nutrition Screening Tool form with as much information as possible including, at a minimum, participant's name, the date the screening was performed (attempted), and either the top portion of the form completed with as much information as possible or the indicator selected that the participant declined to answer.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.20 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty (60) days of the beginning of the contract year.
- 7.21 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.
- 7.22 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.
- 7.23 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 to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.
- 7.24 Providers must develop a cycle menu.
- 7.25 The provider's dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption. (Attachment C).



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- 7.26 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.27 The applicable food standards are described and hereby attached (Attachment B).
- 7.28 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.29 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.30 Congregate Meal Service must be provided in a suitable facility which meets the following criteria established by DSAAPD:
 - 7.30.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.30.2 The site must have a pleasant environment and adequate lighting.
 - 7.30.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.30.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.30.5 The site must be available for a minimum of four (4) hours daily.
 - 7.30.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.30.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.30.8 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.
- 7.31 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.32 Sponsorship should include a minimum of the following standards:
 - 7.32.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.32.2 Provide utilities and custodial service.
 - 7.32.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.32.4 Provide use of service and dining area for the distribution of meals.
 - 7.32.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.32.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.
- 7.33 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.

Prohibited activities

- 7.34 For purposes of the DSAAPD planning and reimbursement, Congregate Meal Service may not include any of the following components:
 - 7.34.1 Providing meals to ineligible persons.
 - 7.34.2 Providing financial, legal, or other similar service or advice (except for referral to qualified agencies or programs).
 - 7.34.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.
 - 7.34.4 Providing a take-out meal in addition to a regular meal.

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Congregate Nutrition Services Specifications</p>
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Staffing Requirements

- 7.35 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.36 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-025, pursuant to the DSAAPD Policy Manual for Contracts, Policy Number X-Q, and Invoicing.

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.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** 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.

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 ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICE**

Signature of Dietitian

Registration Number

Print Name

Contact Phone Number/Email

Address

Nutrition Program Director

Contact Phone Number/Email

Address

1. This menu must consist minimally of a four (4) 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.

Attachment D

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

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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. 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 food preferences or intolerances.
 - 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered meals or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

- | | | | |
|-------------------------|----------------------------|----------------------------|----------------------------|
| 1. Bathing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Dressing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Transferring/Walking | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Toileting | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Eating | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

- | | | | |
|------------------------|----------------------------|----------------------------|----------------------------|
| 1. Using the Telephone | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Shopping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Preparing Meals | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Housekeeping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Taking Medications | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 6. Finance & Money | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone: _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

National Aging Program Information System (NAPIS) Required Data Collection

Update Client ☐

New Client ☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:		Work Phone:	Cell Phone:
()		()	()
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID <input type="checkbox"/> Medicare Card <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level <input type="checkbox"/> Below Poverty Level			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Refused to Answer <input type="checkbox"/> Missing (not provided)			
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse <input type="checkbox"/> Social Security Disability <input type="checkbox"/> Volunteer			<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native			<input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Black/African American <input type="checkbox"/> Native Hawaiian/Pacific Islander			<input type="checkbox"/> Not Hispanic or Latino
<input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Minority (White, not of Hispanic Origin)			<input type="checkbox"/> Unavailable/Unknown
<input type="checkbox"/> Other <input type="checkbox"/> Unavailable/Unknown			
Emergency Contact Name:		Emergency Contact Phone:	Emergency Contact Relationship:
		()	

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____

Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Congregate Service Units				
	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.				
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.				
C. Enter the number of medical food meals (2 cans = 1 meal).				
D. Enter the number of therapeutic/modified meals.				
E. Enter total number of nutrition screenings obtained.				
1. Enter the total number of unduplicated nutrition screenings				
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).				
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).				
F. Enter the number of group nutrition education sessions.				
1. Enter the total number of clients in attendance.				
2. Total Units (15 min = 1 unit)				
G. Enter the number of nutrition articles or newsletters that contain nutrition education written for congregate clients. (One newsletter written in each Jan, Feb, March = 3). ('other services')				
H. Enter the number of total individual nutrition counseling sessions completed for congregate clients.				
1. Number of these at high nutritional risk.				
2. Total Time Units (15 min = 1 unit).				
I. Number of training sessions offered to staff/ volunteers.				

Definitions to Congregate Nutrition Report – (Attachment G)

- A. Unduplicated participants
- B. Total meals served
- C. Total medical foods (canned supplements)
- D. Total number modified meals
- E. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
High Nutritional Risk (defined):
 High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- F. Group nutrition education: A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group setting overseen by a dietitian or individual of comparable expertise. This will be where group classes are reported. Please note the number of classes (sessions) given and the number of participants.
Nutrition education: (1 session per participant) If a general nutrition education session is given to an individual – which is similar in topic to group education topics, please count this as nutrition education. This is where we make the distinction between nutrition counseling (below) which is more specifically geared to clients at high nutritional risk where specific strategies, goals and modifications are discussed.) The total of nutrition education provided above to group and individuals is reported. For example: in the first quarter, 1 nutrition education class was provided to each of 10 centers. (Report: 10 under F). There was an average of 20 people in attendance at each center, (200), in addition 5 clients received 1 on 1 nutrition education on similar topic (5). (Report: 205 under F1). Each session ran 1 hour, which equals four 15 minute units = 40 units (4 units x 10 sessions), each individualized nutrition counseling session was only 15 minutes = 5 units (1 unit x 5 individual brief educations) (Report: 45 units under F2). More individualized nutrition counseling sessions will be reported below.
- G. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. For example if one nutrition article is written in each month of the quarter then you will report 3 under G..
- H. Nutrition counseling/individualized nutrition education: (per participant)
 Individualized guidance to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). For example, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or better on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (H), 9 (H1), 40 (4 units x 10 counseling sessions) (H2).
- I. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.

(Note: Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many – if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know – at this time nutritional assessments do not need to be reported).

BUDGET WORKSHEET

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
C-2 Staff Fringe Benefits	\$519,068	\$143,449	\$0	\$371,389	\$0	\$4,230	\$0		\$355,918
C-3 Travel/Training (Total)	\$147,761	\$47,189	\$0	\$98,667	\$0	\$1,905	\$0		\$17,796
Mileage = Rate \$0.00 X 0000	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Training									
Other (specify)									
C-4 Contractual (Total)	\$265,882	\$98,663	\$0	\$130,589	\$0	\$36,630	\$0		\$39,582
Rent (include cost per sq. ft.)									
Electricity	\$78,101	\$27,041		\$45,001		\$6,059			
Heat									
Telephone/Internet	\$17,309	\$7,096		\$10,001		\$212			\$15,578
Utilities Other	\$42,240	\$1,776		\$30,250		\$214			
Printing/Advertising	\$4,977	\$4,832				\$145			\$3,733
Postage	\$542	\$526				\$16			\$542
Insurance	\$33,820	\$9,330		\$24,000		\$490			\$3,382
Repairs	\$36,514	\$14,238				\$22,276			
Equip Storage & rental	\$5,375	\$5,264				\$111			\$5,375
Prof fee-audit, tax return, legal	\$10,972	\$131		\$10,837		\$4			\$10,972
Nut counseling & education	\$32,479	\$14,979		\$10,500		\$7,000			
Dues, Permits, Vehicle tags	\$3,553	\$3,450				\$103			
C-5 Supplies (Total)	\$327,440	\$125,699	\$0	\$41,034	\$0	\$9,477	\$136,050	\$15,180	\$33,467
Office Supplies	\$8,062	\$3,944				\$4,118			\$8,062
Paper Supplies	\$12,765	\$12,395				\$370			
Medical Supplies									
Program Supplies	\$31,435	\$1,396		\$30,000		\$39			
Photocopy									
Raw Food	\$237,768	\$82,137				\$4,401	\$136,050	\$15,180	
Prepared Meals									
Vehicle (oil, gas, etc)	\$4,158	\$4,095				\$63			
Janitorial supplies	\$7,847	\$7,733				\$114			
Computer supplies & access	\$25,405	\$13,999		\$11,034		\$372			\$25,405
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
In-kind match from Homebound excess	\$0								
Other (specify)									
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
C-8 Total Budget	\$1,260,151	\$415,000	\$0	\$641,679	\$0	\$52,242	\$136,050	\$15,180	\$446,763
C-9 Total Budget w/o Local Cash / In Kind	\$1,207,909								

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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

C-1 Staff Salaries

Amount charged to DSAAPD \$515,293

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, 2015 - May 31, 2016 in each individual senior center. Distribution of administrative salaries was based on amount of time spent on each program. The following additional staffing was added because of the total increase in the number of meals being produced: Floating Center Director and Assistant/Apprenticeship to Nutrition Program Director. Title III Congregate salaries decreased from \$156,627 to \$143,449, or \$13,178 (8%). Salaries paid with project income decreased from \$858 to \$405 in FY17. Salaries paid with Grant in Aid increased from \$332,424 to \$371,389, or \$38,965 (10%).

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$145,856

Fringe Benefits Rate 28%

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 decreased \$682 (1%) from \$47,871 to \$47,189. Project Income fringes decreased from \$262 to \$148, or \$114 and GIA Congregate decreased \$2,934 from \$101,601 to \$98,667. Total taxes and fringes rate decreased from 30.6% to 28%. 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 2.72% and decreased to 0.39% for office staff (a change from last year's 2.58% and 0.39%). Medical expenses are prorated based on Salary allocations and are calculated at \$775/month per eligible employee. 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 a reduced approximate rate of \$3/month.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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

C-4 Contractual

Amount charged to DSAAPD **\$229,252**

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

Rent

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

Rent - Additional Narrative

Amount charged to DSAAPD **\$0**

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Electricity

Amount charged to DSAAPD **\$72,042**

Only 42% 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, 2015 - May 2016. Title III Congregate Electricity decreased from \$28,585 to \$27,041. State funds of \$45,001 are being utilized to help fund the Congregate costs.

Heat

Amount charged to DSAAPD **\$0**

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Telephone/Internet

Amount charged to DSAAPD **\$17,097**

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, 2015 - May 2016. The amount charged to Title III Congregate decreased in FY17 from \$8,470 to \$7,096, or \$1,374.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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	\$42,026
------------------------	---------------------------------	-----------------

Includes a 27% 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, 2015 - May 2016. The amount charged to Title III Congregate decreased in FY17 from \$14,669 to \$11,776, or \$2,893. Also \$30,250 of the expenses are paid for with other agency funds due to lack of Title III funding.

Printing/Advertising	Amount charged to DSAAPD	\$4,832
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Printing and advertising costs are calculated based on portions of the total agency budget attributed to senior centers from October 1, 2015 - May 2016. 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 increased in FY17 from \$6,170 to \$4,832.

Postage	Amount charged to DSAAPD	\$526
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Postage is based on costs from October 1, 2015 - May 31, 2016 attributed to senior centers and a part of administrative postage split in proportion to the agency's total revenue. Title III Congregate costs decreased in FY17 from \$645 to \$526.

Insurance	Amount charged to DSAAPD	\$33,330
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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 \$5,368 in FY16 to \$9,330 in FY17. Also \$22,010 of the expenses are paid for with other agency funds due to lack of Title III funding.

Repairs	Amount charged to DSAAPD	\$14,238
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Title III Congregate repair costs decreased in FY17 from \$15,992 to \$14,238 based on actual expenses 10/15-5/16 distributed among all meal types. 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.

Equip Storage & rental	Amount charged to DSAAPD	\$5,264
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Title III Congregate costs decreased from \$6,445 in FY16 to \$5,264 in FY17. Costs are based on actual expenses from October 1, 2015 - May 2016 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.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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 fee-audit, tax return, **Amount charged to DSAAPD** **\$10,968**

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 \$649 in FY16 to \$131 in FY17. Also \$10,837 of the expenses are paid for with other agency funds due to lack of Title III funding.

Nut counseling & educat **Amount charged to DSAAPD** **\$25,479**

The hourly rate for the Registered Dietician has remained at \$35/hr. We are currently looking to replace our existing RD as the position is vacant at this time. This line item also includes the Dietetic Technician at the same rate and hours as FY16.

Dues, Permits, Vehicle ta **Amount charged to DSAAPD** **\$3,450**

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 \$2,247 to \$3,450 in FY17.

Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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

C-5 Supplies

Amount charged to DSAAPD \$166,733

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 \$3,944

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 decreased from \$4,323 to \$3,944 in FY17 based on actual expenses from October 2015 to May 2016.

Paper Supplies

Amount charged to DSAAPD \$12,395

Title III Congregate Paper costs increased from \$9,614 to \$12,395 in FY17 based on current expenses and based the number of meals funded by DSAAPD. Costs include paper bags, sandwich bags, plastic wrap, aluminum foil, trays, napkins, etc. (Copy paper is included in Office Supplies.)

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$31,396

Program Supplies funded by Title III Congregate decreased from \$2,068 in FY16 to \$1,396 in FY17 based on actual expenses incurred from October 2015 - May 2016 and available funding. 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.

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$82,137

Raw Food costs funded by Title III Congregate decreased from \$91,0574 to \$82,137. 1000 fewer meals are anticipated to be served. Actual is based on costs from October 2015 - May 2016. Project Income raw food costs decreased from \$141,618 to \$140,451 in FY17. USDA Commodities are included at about \$0.22/meal based on commodities received so far in FY16.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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

C-5 Supplies (Continued)

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

Prepared Meals	Amount charged to DSAAPD	\$0
Price per Meal <u>\$0.00</u>	# of Meals <u>0</u>	Total <u>\$0</u>

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Vehicle (Oil, Gas, Etc.)	Amount charged to DSAAPD	\$4,095
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Title III Congregate Vehicle costs decreased from \$6,815 in FY16 to \$4,095 in FY17 based on actual expenses from October 2015 - May 2016.

Janitorial supplies	Amount charged to DSAAPD	\$7,733
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Janitorial Supplies charged to Title III Congregate decreased slightly from \$8,477 to \$7,733. Total cost is based on actual expenses from October 2015 - May 2016 to clean senior centers.

Computer supplies & acc	Amount charged to DSAAPD	\$25,033
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Computer Supplies and Access includes supplies for computer repairs and the monthly fee for the Congregate and Homebound Programs to access our web-based data program to track seniors' meals, activities, meal routes, NAPIS info, etc. The amount charged to Title III Congregate decreased from \$15,463 to \$13,999 in FY17. Also \$11,034 of the expenses are paid for with other agency funds due to lack of Title III funding.

BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD \$0

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

Inkind match from Home

Amount charged to DSAAPD \$0

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Other (specify)

Amount charged to DSAAPD \$0

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Explain how PROGRAM INCOME was determined:

Program Income is based on average actual monies received per meal October 2015 - May 2016.
Congregate Program Income increased from an overall average of \$1.93 to \$1.98 per meal in FY17.
Congregate PI is currently averaging \$1.98/meal.

Explain how INDIRECT COST was determined:

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BUDGET WORKSHEET SUPPLEMENT

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

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
In-Kind match transferred from excess Homebound Volunteer program	\$0
TOTAL	\$0

LOCAL CASH

Detailed Description of Revenue Sources Used as Match	Amount
Grant-in-aid expenses are not included as match but are included under 'State' funded expenses	\$641,679
Other donations	\$22,276
TOTAL	\$663,955

TOTAL AMOUNT OF LOCAL CASH / IN-KIND

\$663,955

MATCH NEEDED

\$46,111

COMPARISON WORKSHEET

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

A. Projected Contract Expenses w/o Local Cash / In-Kind		Current Contract	Proposed Contract	Variance
% Line Item Change				
1.	Salary	\$489,909	\$514,838	5.1%
2.	Fringe Benefits	\$149,734	\$145,856	-2.6%
3.	Travel / Training		\$0	
4.	Contractual	\$217,153	\$229,252	5.6%
5.	Supplies	\$336,432	\$317,963	-5.5%
6.	Equipment / Other Direct Costs		\$0	
7.	Indirect Costs		\$0	
Total Projected Contract Expenses w/o Local Cash / In-Kind		\$1,193,228	\$1,207,909	1.2%
B. Project Revenue (Funding Sources)				
Total DSAAPD Funds Requested				
■ Final Budget		\$446,535	\$415,000	-7.1%
Other Revenue Sources				
■ USDA		\$16,314	\$15,180	-7.0%
■ Project Income		\$143,313	\$136,050	-5.1%
Total Contract Revenue		\$606,162	\$566,230	-6.6%

CONGREGATE NUTRITION SERVICES WORKSHEET

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

Budget Items	TOTAL	Meal Unit				Medical Food	Modified & Therapeutic
		Breakfast	Mid-day	Dinner			
C-1 Staff Salaries	\$519,068	\$115,261	\$359,702	\$44,105			
C-2 Staff Fringe Benefits	\$147,761	\$32,653	\$102,045	\$13,063			
C-3 Travel/Training (Total)	\$0	\$0	\$0	\$0			
Mileage = Rate X Miles	\$0						
Training	\$0						
Other (specify)	\$0						
C-4 Contractual (Total)	\$265,882	\$57,997	\$184,686	\$23,199	\$0	\$0	\$0
Rent (include cost per sq. ft.)	\$0						
Electricity	\$78,101	\$17,248	\$53,953	\$6,900			
Heat	\$0						
Telephone/Internet	\$17,309	\$3,828	\$11,950	\$1,531			
Utilities Other	\$42,240	\$9,409	\$29,068	\$3,763			
Printing/Advertising	\$4,977	\$1,082	\$3,462	\$433			
Postage	\$542	\$118	\$377	\$47			
Insurance	\$33,820	\$7,462	\$23,373	\$2,985			
Repairs	\$36,514	\$8,113	\$25,157	\$3,244			
Equip Storage & rental	\$5,375	\$1,179	\$3,725	\$471			
Prof fee-audit, tax return, legal	\$10,972	\$2,455	\$7,534	\$983			
Prof fee-counseling & education	\$32,479	\$6,331	\$23,616	\$2,532			
Dues, Permits, Vehicle tags	\$3,553	\$772	\$2,471	\$310			
C-5 Supplies (Total)	\$327,440	\$62,568	\$225,032	\$35,820	\$0	\$0	\$0
Office Supplies	\$8,062	\$1,779	\$5,572	\$711			
Paper Supplies	\$12,765	\$2,775	\$8,890	\$1,110			
Medical Supplies	\$0						
Program Supplies	\$31,435	\$7,010	\$21,620	\$2,805			
Photocopy	\$0						
Raw Food	\$237,768	\$42,714	\$166,930	\$28,124			
Prepared Meals	\$0						
Vehicle (oil, gas, etc)	\$4,158	\$917	\$2,874	\$367			
Janitorial supplies	\$7,847	\$1,731	\$5423	\$693			
Computer supplies & access	\$25,405	\$5,662	\$17,733	\$2,010			
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
In-kind match from Homebound excess	\$0						
Other (specify)	\$0						
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0						
C-8 Total Budget	\$1,260,151	\$268,499	\$875,465	\$116,187	\$0	\$0	\$0
Older Americans Act	\$415,000	\$109,404	\$266,551	\$39,045			
Units of Service	67,000	15,000	46,000	6,000			
Reimbursement Rate		\$7.29	\$5.79	\$6.51			
SSBG	\$0						
Units of Service	0						
Reimbursement Rate							
State	\$641,679	\$143,538	\$440,722	\$57,419			
Units of Service	0						
Reimbursement Rate		#DIV/0!	#DIV/0!	#DIV/0!			
Tobacco	\$0						
Units of Service	0						
Reimbursement Rate							
Program Income	\$136,050	\$3,750	\$117,300	\$15,000			
Units of Service	67,000	15,000	46,000	6,000			
Per Meal		\$0.25	\$2.55	\$2.50			
USDA Commodities	\$15,180	\$3,300	\$10,560	\$1,320			
Units of Service	69,000	15,000	48,000	6,000			
Per Meal		\$0.22	\$0.22	\$0.22			
Local	\$52,242	\$8,507	\$40,332	\$3,403			

Unit Cost Contract Budget

Agency: CHEER, Inc.
Program/Service: Congregate Nutrition Services
Contract Year: October 1, 2016 - September 30, 2017

OAA Programs (With Program Income)

	Breakfast Meal	Mid-day Meal	Dinner Meal	Medical Food	Modified & Therapeutic	TOTALS
A. Unit Cost						
B. Program Income per Unit of Service	\$7.54	\$8.34	\$9.01			
C. DSAAPD Reimbursement Rate (A - B)	\$0.25	\$2.55	\$2.50			
D. Planned Service Units	\$7.29	\$5.79	\$6.51			
E. Total Resources Needed:	15,000	46,000	6,000			67,000
a. Maximum DSAAPD Resources (C x D)	\$109,350	\$266,340	\$39,060			\$414,750
b. NSIP (Commodity Food)						\$15,180
c. Program Income (B x D)	\$3,750	\$117,300	\$15,000			\$136,050
d. 10% Matching Funds						\$46,083

(E.a. ÷ 0.9) - E.a.

Total Congregate Nutrition Services Contract Amount **\$414,750**

NUTRITION VALIDATION WORKSHEET

CHEER, Inc.

Nutrition - Congregate Program

October 1, 2016 - September 30, 2017

Budget Items	TOTAL Nutrition Worksheets	Congregate	Home Delivered	TOTAL Budget Worksheet	Validation
C-1 Staff Salaries	\$519,068	\$519,068	\$0	\$519,068	\$0
C-2 Staff Fringe Benefits	\$147,761	\$147,761	\$0	\$147,761	\$0
C-3 Travel/Training (Total)	\$0	\$0	\$0	\$0	\$0
Mileage = Rate X Miles	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-4 Contractual (Total)	\$265,882	\$265,882	\$0	\$265,882	\$0
Rent (include cost per sq. ft.)	\$0	\$0	\$0	\$0	\$0
Electricity	\$78,101	\$78,101	\$0	\$78,101	\$0
Heat	\$0	\$0	\$0	\$0	\$0
Telephone/Internet	\$17,309	\$17,309	\$0	\$17,309	\$0
Utilities Other	\$42,240	\$42,240	\$0	\$42,240	\$0
Printing/Advertising	\$4,977	\$4,977	\$0	\$4,977	\$0
Postage	\$542	\$542	\$0	\$542	\$0
Insurance	\$33,820	\$33,820	\$0	\$33,820	\$0
Repairs	\$36,514	\$36,514	\$0	\$36,514	\$0
Equip Storage & rental	\$5,375	\$5,375	\$0	\$5,375	\$0
Prof fee-audit, tax return, legal	\$10,972	\$10,972	\$0	\$10,972	\$0
Nut counseling & education	\$32,479	\$32,479	\$0	\$32,479	\$0
Dues, Permits, Vehicle tags	\$3,553	\$3,553	\$0	\$3,553	\$0
C-5 Supplies (Total)	\$327,440	\$327,440	\$0	\$327,440	\$0
Office Supplies	\$8,062	\$8,062	\$0	\$8,062	\$0
Paper Supplies	\$12,765	\$12,765	\$0	\$12,765	\$0
Medical Supplies	\$0	\$0	\$0	\$0	\$0
Program Supplies	\$31,435	\$31,435	\$0	\$31,435	\$0
Photocopy	\$0	\$0	\$0	\$0	\$0
Raw Food	\$237,768	\$237,768	\$0	\$237,768	\$0
Prepared Meals	\$0	\$0	\$0	\$0	\$0
Vehicle (oil,gas, etc)	\$4,158	\$4,158	\$0	\$4,158	\$0
Janitorial supplies	\$7,847	\$7,847	\$0	\$7,847	\$0
Computer supplies & access	\$25,405	\$25,405	\$0	\$25,405	\$0
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0
Inkind match from Homebound excess	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0
C-8 Total Budget	\$1,260,151	\$1,260,151	\$0	\$1,260,151	\$0
C-9 Total Budget w/o Local Cash & In-Kind	\$1,207,909	\$1,207,909	\$0	\$1,207,909	\$0

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

**APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)**

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*

CONGREGATE MEAL PROGRAM WORK PLAN

Service Goal:

The goal of the Congregate Meal Service is to provide nutritious meals to persons who are 60 and older years of age. These meals will improve or maintain nutritional status, maximum functioning and independence of the individuals. During the first nine months of the Fiscal Year 2016, the following statistical results are provided indicating the targeting population characteristics and the Project's Service Priorities:

<u>Congregate</u>	<u>Numbers</u>	<u>Percentages</u>
<u>Number of Unduplicated Clients</u>	<u>2479</u>	<u>100%</u>
<u>Persons above 75</u>	<u>1291</u>	<u>52%</u>
<u>Frail/Disabled Persons</u>	<u>59</u>	<u>2%</u>
<u>Rural Elderly</u>	<u>2479</u>	<u>100%</u>
<u>Minority Persons</u>	<u>256</u>	<u>10%</u>
<u>Low-income Minority Persons</u>	<u>21</u>	<u>8%</u>
<u>Low-income Non-Minority Persons</u>	<u>116</u>	<u>5%</u>

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, Ocean View CHEER Center, Long Neck Pelican Cove CHEER Center, Roxana CHEER Center and Milton CHEER Center.

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

A. BRIDGEVILLE SENIOR CENTER 302-337-8771 414 Market Street Bridgeville, DE 19933	E. Dining Room – 628 sq. ft. Kitchen/Storage – 146 sq. ft. Recreation Area – 91 sq. ft. Other – 671 sq. ft. Total – 1590 sq. ft.
B. Annette Cannon, Executive Director Korisah Davis, Kitchen Manager Terri Ricketts, Outreach Worker	F. Transportation is provided within a 7 mile radius (North/South) and a 10 mile radius(East/West)
C. 8:00 AM – 4:00 PM	G. Handicap Accessible
Capacity - 100	

A. GEORGETOWN CHEER CENTER 302-856-5187 546 s. Bedford Street, ext. Georgetown, DE 19947	E. Dining and Kitchen – 4420 sq. ft. Other – 240 sq. ft. Total – 4660 sq. ft.
B. Ashley Mitchell, Center Director Barbara Aro, Kitchen Manager Jerome Hitchens. Kitchen Helper Linda Burch, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center.
C. 8:30 AM – 4:00 PM	G. Handicap Accessible
D. Capacity - 200	

A. GREENWOOD CHEER CENTER 302-349-5237 41 Schultz Road Greenwood, DE 19950	E. Dining Room – 1559 sq. ft. Conference Room – 231 sq. ft. Kitchen – 682 sq. ft. Exercise Room – 903 sq. ft. Other – 1953 sq. ft. Total – 5328 sq. ft.
B. Dixie Carlisle, Center Director Gary Spires, Kitchen Manager Robin Peterson, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center.
C. 8:30 AM – 4:00 PM	G. Handicap Accessible
D. Capacity - 150	

A. HARBOUR LIGHTS CHEER CENTER 302-645-9239 34211 Woods Edge Lewes, DE 19958	E. Dining/ Recreation – 2200 sq. ft. Kitchen – 276 sq. ft. Other – 402 sq. ft. Total – 5328 sq. ft.
B. Cristina Tunnell, Center Director Dorothy Long, Kitchen Manager	F. Transportation is provided within a 7 mile radius of the Center.
C. 8:30 AM – 4:00 PM	G. Handicap Accessible
D. Capacity - 107	

A. LAUREL SENIOR CENTER 302-875-2536 113 N. Central Avenue Laurel, DE 19958	E. Dining Room – 2200 sq. ft. Kitchen and Storage – 668 sq. ft. Shop – 646 sq. ft. Other – 3938 sq. ft. Total – 7452 sq. ft.
B. Penny Duncan, Executive Director Magan Guestford, Kitchen Manager Tykia Duncan, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center
C. 8:00 AM – 2:30 PM	G. Handicap Accessible
D. Capacity - 350	

A. PELICAN COVE CHEER CENTER @LONG NECK 302-945-3551 26089 Long Neck Boulevard Millsboro, DE 19966	E. Dining Room – 4097 sq. ft. Kitchen and Storage – 1222 sq. ft. Office and Conference – 1037 sq. ft. Fitness and Other – 1844 sq. ft. Total – 8200 sq. ft.
B. Robin Greene, Center Director Virginia Pyle, Kitchen Manager Grace Jackson, Kitchen Helper Bethany Wharton, Outreach Worker Linda Burch, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center
C. 8:30 AM – 4:00 PM	G. Handicap Accessible
D. Capacity - 150	

A. ROXANA CHEER CENTER 302-732-3662 Pyle Health & Social Services Center Omar/Roxana Road Frankford, DE 19945	E. Dining and Recreation – 3000 sq. ft. Kitchen – 351 sq. ft. Total – 3351 sq. ft.
B. Carol Guertin, Center Director Bonnie Dorman, Kitchen Manager Dorothy Armstrong, Kitchen Helper Chris Cordrey, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center
C. 8:30 AM – 4:00 PM	A. Handicap Accessible
D. Capacity - 200	

A. MILTON CHEER CENTER 302-684-4819 24855 Broadkill Road Milton, DE 19968	E. Dining Hall – 2700 sq. ft. Total – 6600 sq. ft.
B. Fran Smith, Center Director Charles Shearer, Kitchen Manager Robin Peterson, Outreach Worker	F. Transportation is provided within a 7 mile radius of the Center.
C. 8:30 AM – 4:00 PM	G. Handicap Accessible
D. Capacity - 125	

A. OCEAN VIEW CHEER CENTER 302-539-2671 30637 Cedar Neck Road Ocean View, DE 19970	E. Dining and Recreation – 2360 sq. ft. Kitchen and Storage – 1524 sq. ft. Offices and Other – 1396 sq. ft. Total – 5280 sq. ft.
B. Yolanda Gallego, Center Director Atcharaporn Woollen, Kitchen Manager Christopher Cordrey, Outreach Worker	F. Transportation is provided within a 7 mile radius North/South and a 10 mile radius East/West of Center.
C. 8:30 AM – 4:00 PM	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 for the older adults. Meals may be hot, cold or approved shelf-stable.

Two new positions have been added to the Nutrition Program. The first is a floating center director who can fill in for center directors or kitchen managers if they sick or on vacation. We also have an assistance apprenticeship who will work with the Nutrition Program Director. Job descriptions with additional details are included with the paperwork being submitted.

All nine nutrition centers are open to participants at least six (6) hours daily. Monday through Friday with the exception of legal holidays with most being open seven to eight hours. Sites serving more than fifteen (15) meals will have a Center Director or a Site Manager that are paid, volunteer or in-kind. This person is responsible for site operations relating to the Nutrition Program. Each site employs a Kitchen Manager in the preparation and service of all meals in the Center. A Kitchen Helper is employed in the Georgetown CHEER Center, Long Neck CHEER Center and Roxana 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. Meal service hours vary according to the different kind of meals offered. A Center may offer breakfast meals, lunch meals and evening meals while other Centers 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 handicap 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, 2016 to September 30, 2017.

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 registered participant in 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 an accompanying 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 for the seniors 60 and older. The project requests proof of age for persons participating in the congregate program as specified in 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 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 then forwarded to the DSAAPD quarterly report.

The Congregate Meal Program follows a six (6) week cycle menu which meets a; 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 are recorded, analyzed and submitted at the same time. The project employs a qualified Registered Dietitian (vacant at this time, actively searching) 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 used to enable the Nutrition Project Director to track all food costs per menu per day and to calculate the usage of USDA commodities.

The Congregate Program Manager is responsibilities include the daily overseeing of the congregate Nutrition Sites including activities and programs associated with them including the meal service. All regulation of DSAAPD is 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. All centers are ServSafe certified and certifications are available at the CHEER Central Administrative Office.

The foods are prepared in bulk in the central kitchen and are transported to the nine (9) nutrition sites which provide congregate meals. The foods are transported in specialized vans with electric 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 foods 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 food leftovers 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 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 their income is above or below the poverty level of \$12,000 a year. A locked donation box is also placed in the 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 system allows the Project Director to pull information by nutrition site or by all sites combined. The 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 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 the 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 manager for the under 60 persons. Staffs 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 congregante member; the money will be counted and recorded in the ServTracker computer program. Two copies of the deposit will be printed from ServTracker, one to 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, QuickBooks. At the end of the month, the Nutrition Program Director and Finance Department reconcile ServTracker and QuickBooks. The project uses all donation 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 meal 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 to 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 a 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 the 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 Healthy DE 2010 and Healthy People 2010. Topics this year are geared toward the new and revised 2014 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 Medical Food Meal Services:

CHEER, Inc. will NOT be providing Supplemental Medical Foods in fiscal 2017.

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 physicians' 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 that is 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 satisfactorily completed successfully during 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. Confidentiality 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 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 Center Directors are ServSafe

certified. 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 gain 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. Volunteers' aid 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.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-56

CATS Sys Doc ID: 021718-0000-0000

PROFESSIONAL SERVICES AGREEMENT For HOME DELIVERED NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and Meals on Wheels Lewes/Rehoboth, (the "Vendor"), with offices at 32409 Lewes-Georgetown Hwy. Lewes, DE 19958.

WHEREAS, Delaware desires to obtain certain services for Home Delivered Nutrition.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendix D,H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C. Work will not exceed the fixed fee amount of \$496,300. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-56 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: **brian.bayley@state.de.us**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

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

20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in

breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – Room 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

Meals on Wheels Lewes/Rehoboth
32409 Lewes-Georgetown Hwy
Lewes, DE 19958

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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 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 upon request.
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). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: 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 Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
Signature on File
By: _____
Name: Albert W. Griffith
Title: Deputy Director
Date: 8-4-18

/ Business Associate
Signature on File
By: _____
Name: Kathy Keluski
Title: Director
Date: 7/29/16

APPENDIX C: *Service Specifications*



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Home-Delivered Nutrition
Services Specifications**

Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
10/27/2015	6.8	Deleted: <i>or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide. (Attachment H)</i>
10/27/2015	6.8.1	Added entire section
10/27/2015	7.2	Added: <i>and must be documented on file for DSAAPD review.</i>
11/13/2015	6.8.1	Redefined
2/8/2016	G	Revised Attachment G



**DELAWARE HEALTH AND
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Division of Services for Aging and
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**Home-Delivered Nutrition
Services Specifications**

1.0 SERVICE DEFINITION

1.1 Home-delivered nutrition services provide meals and related nutrition services to older individuals that are homebound. According to the Administration on Aging (AOA), home-delivered nutrition services are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services. Home-delivered nutrition services are also an important service for many family caregivers by assisting family members with their caregiving responsibilities and, for some, helping them maintain their own health and personal well-being.

1.1.1 Home-Delivered Nutrition 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). (See Attachment A).

<http://www.health.gov/dietaryguidelines/>

<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>

1.1.1 Nutrition intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention".

<http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf>

Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.

<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

2.1 **Meal Unit** – The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD. (See Attachment A)

<http://www.health.gov/dietaryguidelines/>

Approved Meal Unit Types

2.1.1 **Meal** - a meal that meets the Section 2.1 definition above.

2.1.2 **Emergency Meal** – a meal that consists of shelf-stable items which are provided to participant for use when the nutrition program is unable to deliver meals due to weather related and/or other unforeseen emergencies. NOTE: Shelf-stable foods that do not need refrigeration in order to be safe can be kept at room temperature until their "use-by" date. For best quality, store them in clean, dry, cool (below 85 degrees F) cabinets away from the stove or appliance (such as refrigerator) exhaust).



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- 2.1.3 Medical Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed and registered dietitian/nutritionist (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD Policy on Medical Foods to Homebound Clients – Policy X-V-23). Assessment and follow-up by a dietitian is required.
- 2.1.4 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.
- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.
 - 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).
 - 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.14).
 - 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.14 and 7.36).
 - 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.
 - 2.2.5 Information and referral services must be made available to home delivered nutrition services clients including services outlined in Sections 7.4 and 7.6.
- 2.3 Other activities that support home-delivered nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

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.



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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

Title III-C Funded Home-Delivered Nutrition Services

- 6.1 Home-Delivered Nutrition Services funded by Title III-C will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide (Attachment H) and DSAAPD Policy Manual for Contracts-Nutrition, Homebound Meals Criteria X-V-21.
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the best interest of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- 6.3 Meals may be made available to individuals with disabilities under age 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 nutrition services. (In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage.)
- 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.
- 6.6 Income shall not be criteria for eligibility.
- 6.7 There shall be no time limit on length of service.

SSBG Funded Home-Delivered Nutrition Services

- 6.8 Home-Delivered Nutrition services funded by Social Service Block Grant (SSBG) will be made available to persons between the ages of eighteen (18) and fifty-nine (59) who are homebound by reason of physical disability.
 - 6.8.1 For the purposes of Home-Delivered nutrition physical disability would be defined as a disability that is anticipated to last 12 months or longer and that includes at least one Activity of Daily Living (ADL) deficit that impacts the individual's ability to live independently. ADL's include bathing, walking, dressing, toileting, bowel/bladder control, transferring, and eating.



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- 6.9 The potential participant must be a U.S. citizen or legal alien, per the [DSAAPD Policy Manual for Contracts](#) (Section X-O – SSBG Alien Verification Procedure).

7.0 SERVICE STANDARDS - Title III & SSBG Funding

- 7.1 The provider must develop and maintain policies and procedures pertaining to the delivery of Home Delivered Nutrition services.
- 7.2 Eligibility determination for home-delivered nutrition services applicants must be based on the criteria presented in section 6.0, and must be documented on file for DSAAPD review.
- 7.3 Home-delivered meals must be made available at least five (5) days per week according to participant needs.
- 7.4 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.5 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
- 7.6 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap>
- 7.7 Outreach must be conducted as necessary to reach the target population (See 6.5).
- 7.8 Efforts must be made to recruit volunteers to assist in service delivery.
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a policy manual containing at minimum the following information:
- 7.11.1 Fiscal Management
 - 7.11.2 Food Service Management
 - 7.11.3 Safety and Sanitation
 - 7.11.4 Staff Responsibilities
- 7.12 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed by DSAAPD.
- 7.13 Providers must maintain service records, including names of participants and date(s) of service and report Homebound Service Units (Attachment E) quarterly to DSAAPD for monitoring and tracking purposes.
- 7.14 Providers must conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (See Attachment E).
http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf
Participants identified as “high-risk” must be referred to the provider Dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian.
- 7.15 Providers must develop a cycle menu.
- 7.16 The provider's dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see

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Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption (Attachment C).

- 7.17 The applicable food standards are described and hereby attached (Attachment B).
- 7.18 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.19 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.20 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.
- 7.21 When the meal service is subcontracted for amounts over \$15,000, the provider must follow competitive bid procedures.
- 7.22 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.
- 7.23 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 State of Delaware Food Code guidelines <http://dhss.delaware.gov/dhss/dph/hsp/files/ofpcode14toc.pdf> and delivered frozen to the participant. The meal composition, as served, must meet DSAAPD guidelines for nutrient adequacy (See Attachment A). No other use of excess food can be incorporated into a reimbursable meal.
- 7.24 Providers must develop policies and procedures surrounding the use of planned frozen meals. All steps in food preparation, freezing and serving must adhere to the most recent State of Delaware Food Code.
- 7.25 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request to the greatest extent possible.
- 7.26 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.27 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.28 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.
- 7.29 Special diets must be planned, prepared and served under the supervision of and/or in consultation with the project's dietitian.
- 7.30 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety and be in compliance with the most recent Delaware State Food Code guidelines.
- 7.31 Food service staff must be trained in and adhere to the most recent State of Delaware Food Code.
- 7.32 Delivery time for foods must not exceed four (4) hours.
- 7.33 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.



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- 7.34 Information and activities must be provided to homebound persons that will promote improved nutrition and health.
- 7.35 In the event that a program participant is unable to receive services due to a hospitalization or other issue, the provider may allow the participant to stay active up to 45 days. After 45 days, the participant must be terminated from the program and may be re-enrolled in the program once they are able to accept services (refer to DSAAPD Policy on Homebound Meals Criteria X-V-21).

Service Standards – Title III Funding ONLY

- 7.36 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.

Prohibited Activities

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

Staffing Requirements

- 7.38 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.39 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 WAITING LISTS

- 8.1 When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided or until the applicant no longer desires services. The waiting list must be managed in accordance with [DSAAPD Policy Manual for Contracts](#), Policy Number X-K, Participant Service Waiting Lists. In all cases, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g., in writing and available for review).



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9.0 INVOICING REQUIREMENTS

- 9.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-026 for SSBG funded program participants, and Invoicing Workbook IW-027 for Title III funded program participants, pursuant to the DSAAPD Policy Manual for Contracts, Policy Number X-Q, and Invoicing.

10.0 DONATIONS – Title III Funded Services Only

- 10.1 Participants, family members, and/or caregivers must be informed of the cost of providing the home-delivered nutrition service and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 10.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 10.3 Providers must have procedures in place to:
- 10.3.1 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.
 - 10.3.2 Protect their privacy with respect to the contribution/donation.
 - 10.3.3 Safeguard and account for all donations.
 - 10.3.4 Use the contributions to expand services.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** Emergency Meals (as defined is 2.1.2) 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.)

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 may be provided.

Note: combinations of protein foods can be used to serve the ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICES**

Signature of Dietitian

Registration Number

Print Name

Contact Phone Number/Email

Address

Nutrition Program Director

Contact Phone Number/Email

Address

1. This menu must consist minimally of a four (4) 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, dysphagia, renal 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.

Attachment D

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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 $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 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 food preferences or intolerances.
 - 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 $\geq 1/2$ 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____

Date: _____

Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

*Home Delivered Nutrition Services and new case management will be completed by an outreach worker.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered nutrition or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

1. Bathing	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
2. Dressing	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
3. Transferring/Walking	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
4. Toileting	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
5. Eating	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

1. Using the Telephone	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
2. Shopping	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
3. Preparing Meals	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
4. Housekeeping	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
5. Taking Medications	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>
6. Finance & Money	I <input type="checkbox"/>	A <input type="checkbox"/>	D <input type="checkbox"/>

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone: _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

National Aging Program Information System (NAPIS) Required Data Collection

Update Client ☐

New Client ☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:	Work Phone:		Cell Phone:
()	()		()
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID	<input type="checkbox"/> Medicare Card	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level	<input type="checkbox"/> Below Poverty Level		<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Refused to Answer	<input type="checkbox"/> Missing (not provided)		
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse	<input type="checkbox"/> Social Security Disability	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan Native		<input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Black/African American	<input type="checkbox"/> Native Hawaiian/Pacific Islander		<input type="checkbox"/> Not Hispanic or Latino
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non-Minority (White, not of Hispanic Origin)		<input type="checkbox"/> Unavailable/Unknown
<input type="checkbox"/> Other	<input type="checkbox"/> Unavailable/Unknown		
Emergency Contact Name:		Emergency Contact Phone:	Emergency Contact Relationship:
		()	

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____

Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Homebound Service Units	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
A. Enter the <u>total number of unduplicated</u> participants served.					
B. Enter the <u>total number of meals</u> served to eligible persons.					
C. Enter the number of medical food meals (2 cans = 1 meal).					
D. Enter the number of therapeutic/modified meals.					
E. Enter total number of nutrition screenings obtained.					
1. Enter the total number of unduplicated nutrition screenings					
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).					
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).					
F. Enter the number of nutrition articles or newsletters that contain nutrition education written for homebound clients - One newsletter written in each Jan, Feb, Mar. = 3). ('other services')					
G. Enter the number of total individual nutrition counseling sessions completed for homebound clients.					
1. Number of these at high nutritional risk.					
2. Total Time Units (15 min = 1 unit).					
H. Number of training sessions offered to staff/ volunteers.					
I. Number of outreach workers contacts.					
1. Number of assessments to determine eligibility for homebound meals.					
2. Number of eligible clients for homebound meals.					
3. Number of re-assessments to determine eligibility for homebound meals.					
4. Number of eligible clients reassessed to need homebound meals.					

Definitions to Home Delivered Nutrition Report – (Attachment G)

- a. Unduplicated participants
- b. Total meals served
- c. Total medical foods (canned supplements)
- d. Total number modified meals
- e. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by homedelivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
 - a. High Nutritional Risk (defined):
 - b. High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- f. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. *For example* if one nutrition article is written in each month of the quarter then you will report 3 under F.
- g. Nutrition counseling/individualized nutrition education: (per participant)
 - a. *Individualized guidance* to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). *For example*, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or higher on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (G), 9 (G1), 40 (4 units x 10 counseling sessions) (G2).
- h. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.
- i. Number or Outreach Workers Contacts: Please report the number of initial assessments(11), initial assessments deemed to be eligible (12), reassessments (13), and reassessments deemed to be eligible (14) per quarter.

(Note: *Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many – if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know – at this time nutritional assessments do not need to be reported.*

Attachment H

Home-Delivered Nutrition Services Criteria Guide

Home-Delivered Nutrition Services Criteria Guide												
I. ADL's (Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0 =none 3=moderately impaired 5=severely impaired												
a. bathing	0	1	2	3	4	5						
b. walking	0	1	2	3	4	5						
c. dressing	0	1	2	3	4	5						
d. toileting	0	1	2	3	4	5						
e. bowel/bladder control	0	1	2	3	4	5						
f. transferring	0	1	2	3	4	5						
g. eating	0	1	2	3	4	5						
II. IADL's (Independent Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0=none 3=moderately impaired 5=severely impaired												
a. use telephone	0	1	2	3	4	5						
b. prepare own meals	0	1	2	3	4	5						
c. light housekeeping	0	1	2	3	4	5						
d. getting to places outside of home	0	1	2	3	4	5						
e. following medication directions	0	1	2	3	4	5						
f. managing own finances	0	1	2	3	4	5						
III. Prior Nursing Home (or Rehabilitation Facility) Admission												
a. within past year						5						
b. within past 5 years						3						
c. greater than 5 years ago						1						
d. never						0						
Subtotal page 1												

(HDNS Criteria Guide page 2)										
IV. Cognitive Impairment (0=never 1=sometimes 3=often)										
a. Do you forget to eat?	0	1	3							
b. Do you ever begin cooking and then forget you started?	0	1	3							
c. Is preparing food confusing or mentally challenging?	0	1	3							
V. Diagnosed Mental Disorder (bipolar, schizophrenia, anxiety d/o, etc.)										
Please score if <i>actively problematic and interferes with</i> the ability to shop, prepare or eat meals:										
0=not a problem 3=sometimes a problem 5=often a problem	0	3	5							
VI. Living Arrangement/Caregiver Availability/Meal Support										
Please score degree of supportive care available (in regard to meals):										
0=always 1=sometimes 3=no support available	0	1	3							
VI. Annual Income										
a. at or below current poverty level		3								
b. above the current poverty level	0									
VII. Prior Acute Care Hospitalization										
a. Within past 0-4 weeks			5							
b. Within past 1-3 months			3							
c. Within past year		1								
d. Prior to 1 year ago/never	0									
VIII. Age										
a. 91+			5							
b. 76-90			3							
Subtotal page 2										

(HDNS Criteria Guide page 3)													
XIV. Health													
Please score if <i>actively problematic and interferes with</i>													
the ability to shop, prepare or eat meals:													
0=not a problem 3=sometimes a problem 5=often a problem													
a. diabetes (brittle and uncontrolled)	0	1	2	3	4	5							
b. hypo or hypertension/heart disease (CHF, cardiomyopathy, etc.)	0	1	2	3	4	5							
c. cancer	0	1	2	3	4	5							
d. stroke	0	1	2	3	4	5							
e. COPD	0	1	2	3	4	5							
f. renal failure/dialysis	0	1	2	3	4	5							
g. neurological (tremors/palsy/seizure disorder)	0	1	2	3	4	5							
h. physically debilitating condition (please specify): _____	0	1	2	3	4	5							
i. blind or visually impaired	0	1	2	3	4	5							
XV. Fall Risk													
Scoring: 0=no risk 3=moderate risk 5=high risk	0	1	2	3	4	5							
XVI. <60 Recognized Spouse	N	O			YES								
XVII. <60 SSI Living in Home	N	O			YES								
XVIII. Eligible Spouse >60	N	O			YES								
Subtotal page 3													

(HDNS Criteria Guide page 4)									
XIX. Outreach Worker Additional Thoughts/Comments:									
1. Do you believe client would benefit from socialization at senior center? comments:		NO	YES						
2. Does client need transportation? _____		NO	YES						
3. Do you believe HDNS are needed? _____ why/why not:		NO	YES						
4. Other comments/assessment? _____									
Subtotal page 1									
Subtotal page 2									
Subtotal page 3									
TOTAL SCORE									
(Suggestion: <20 refer to Congregate, 21-40 trial, >40 HDM recommended)									
Recommended for HDM (y=yes, n=no)									
Signed/initialed									

Client Name: _____
Initial Date of Assessment: _____

APPENDIX D: *Contract Budget*

Unit Cost Contract Budget

Agency: Meals on Wheels of Lewes & Rehoboth
 Program/Service: Home Delivered Nutrition Services
 Contract Year: October 1, 2016 - September 30, 2017

SSBG	Mid-Day Meal	Emergency Meal	Medical Food	Modified & Therapeutic	TOTALS
A. Unit Cost	\$5.00	\$4.00			
B. Planned Service Units	1,228	40			1,268
C. Total Resources Needed					
a. Maximum DSAAPD Resources (A x B)	\$6,140	\$160			\$6,300

OAA Programs (With Program Income)	Mid-Day Breakfast	Mid Day Meal	Mid-Day Dinner	Emergency Meal	TOTALS
A. Unit Cost	\$5.68	\$5.72		\$4.60	
B. Program Income per Unit of Service	\$0.68	\$0.72		\$0.60	
C. DSAAPD Reimbursement Rate (A x B)	\$5.00	\$5.00		\$4.00	
D. Planned Service Units	43,632	53,328		1,300	98,260
E. Total Resources Needed:					
a. Maximum DSAAPD Resources (C x D)	\$218,160	\$266,640		\$5,200	\$490,000
b. NSIP (Commodity Food)					\$0
c. Program Income (B x D)	\$29,670	\$36,263		\$780	\$66,713
d. 10% Matching Funds					\$54,444
(E.a ÷ 0.9) - E.a					

Total Home Delivered Meals Contract Amount \$496,300

BUDGET WORKSHEET SUPPLEMENT

Meals on Wheels of Lewes & Rehoboth Home Delivered Meals October 1, 2016 - September 30, 2017

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
Meals are delivered by unpaid volunteer drivers. This is an approximation of what the cost would be to pay drivers to deliver the meals	
6,760 hours X \$9.00 per hour	\$60,840
TOTAL	\$60,840

LOCAL CASH

Detailed Description of Revenue Sources Used as Match	Amount
Fundraisers - Annual Mail Appeal, Golf Tournament, Top Chef Event, Bike Event	\$131,604
TOTAL	\$131,604

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$192,444
MATCH NEEDED	\$54,444

COMPARISON WORKSHEET

Meals on Wheels of Lewes & Rehoboth

Home Delivered Meals

October 1, 2016 - September 30, 2017

A. Projected Contract Expenses w/o Local Cash / In-Kind		Current Contract	Proposed Contract	Variance
% Line Item Change				
1.	Salary	\$20,414	\$20,414	0.0%
2.	Fringe Benefits	\$0	\$0	
3.	Travel / Training	\$9,000	\$9,000	0.0%
4.	Contractual	\$1,978	\$1,978	0.0%
5.	Supplies	\$460,509	\$531,621	15.4%
6.	Equipment / Other Direct Costs	\$0	\$0	
7.	Indirect Costs	\$0	\$0	
Total Projected Contract Expenses w/o Local Cash / In-Kind		\$491,901	\$563,013	14.5%
B. Project Revenue (Funding Sources)				
Total DSAAPD Funds Requested				
■ Final Budget		\$430,267	\$496,300	15.3%
Other Revenue Sources				
■ USDA				
■ Project Income		\$61,634	\$66,713	8.2%
Total Contract Revenue		\$491,901	\$563,013	14.5%

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*

Meals on Wheels of Lewes & Rehoboth

WORK PLAN

2016/2017

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.

Heart 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 100 are volunteer meal delivery drivers. We currently have 15 service routes each holding approximately 12-20 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 Fish On Restaurant 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 the Meals on Wheels office. Our program Dietitian works closely with the caterer 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. 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 Volunteer Coordinator. Daily visits are usually made

Page 2

Meals on Wheels of Lewes & Rehoboth

WORK PLAN 2016/2017

during the meal preparation time so that quick assessments can be made regarding the meal packing and distribution process. The Volunteer Coordinator also keeps 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 3 miles from the meal catering site, Fish On Restaurant, 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. Some of our volunteers do not ask for reimbursement which assists in keeping our costs low.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-59

CATS Sys Doc ID: 021737-0000-0000

PROFESSIONAL SERVICES AGREEMENT For CONGREGATE NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and Modern Maturity Center, (the "Vendor"), with offices at 1121 Forrest Avenue, Dover, DE 19904.

WHEREAS, Delaware desires to obtain certain services for Congregate Nutrition.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendices D & H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of

either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C. Work will not exceed the fixed fee amount of \$378,628.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-59 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: **brian.bayley@state.de.us**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

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

20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in

breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

- 21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – Room 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

Modern Maturity Center
1121 Forrest Avenue
Dover, DE 19904

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

For the State of Delaware:

Division of Services for Aging & Adults with
Physical Disabilities (DSAAPD)

Signature on File

Witness

Signature on File

for Lisa Bond
Director, DSAAPD

8-10-16

Date

For the Contractor:

Modern Maturity Center
1121 Forrest Avenue
Dover, DE 19904

Signature on File

Witness

Signature on File

Carolyn Fredericks, Exec. Director

8/4/16

Date

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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 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 upon request.
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). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: 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 Congregate Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
By: Signature on File
Name: Albert W Griffith
Title: Deputy Director
Date: 8-10-16

Business Associate
By: Modern Maternity Center
Name: Signature on File
Title: President / CEO
Date: 8/4/16

APPENDIX C: *Service Specifications*



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
2.8.2016	G	Revised Attachment G



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and
Adults with Physical Disabilities

Congregate Nutrition Services Specifications

1.0 SERVICE DEFINITION

- 1.1 Congregate Nutrition Services are provided to:
 - (1) reduce hunger and food insecurity;
 - (2) promote socialization of older individuals; and
 - (3) promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
- 1.2 Congregate Nutrition Services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants. Though nutrient delivery (i.e., meals) is a form of nutrition intervention, for the purposes of DSAAPD Congregate Nutrition Services, "meals" are distinguished from other allowable intervention services as follows:
 - 1.2.1 Congregate Meals is a food/nutrient delivery 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).
<http://www.health.gov/dietaryguidelines/>
<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>
 - 1.2.2 Nutrition Intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention." <http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf> Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.
<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** - The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD (See Attachment A). <http://www.health.gov/dietaryguidelines/>.

Approved Meal Unit Types

- 2.1.1 **Meal** - a meal that meets the Section 2.1 definition above. For budgeting purposes, this can be further budgeted as Breakfast Meal / Mid-Day Meal / Dinner Meal.
- 2.1.2 **Medical Food** - Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed dietitian/nutritionist. See <http://www.dpr.delaware.gov/boards/dietitians/newlicense.shtml> (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be



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available to participants (refer to DSAAPD Policy on Medical Foods to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.

- 2.1.3 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.

- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.

- 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).

- 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.15).

- 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.15 and 7.22).

- 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.

- 2.2.5 Information and referral services must be made available to congregate nutrition services clients including services outlined in Sections 7.5 and 7.7.

- 2.2.6 Group nutrition education services are provided to promote the health and well-being of older individuals and are reported to DSAAPD (See 7.6).

- 2.3 Other activities that support congregate nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

3.0 SERVICE GOAL

- 3.1 To promote better health and well-being among older individuals through improved nutrition.
3.2 To avoid unnecessary institutionalization.
3.3 To promote socialization of older individuals.
3.4 To provide at least one hot or other appropriate meal per day in a congregate setting at least once a day, five or more days per week, to the maximum extent possible.

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.
5.1.1 Congregate nutrition sites will be open at least five days a week.
5.1.2 The provider's Program Director will be responsible for ensuring congregate sites are available and appropriate to meet the needs of participants



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6.0 ELIGIBILITY

- 6.1 Congregate Nutrition Services will be made available to persons age 60 and over.
- 6.2 Congregate meals will be made available to spouses of eligible persons regardless of the age of spouse; the age-eligible participant must be a registered participant of the program. For Congregate meals, "Eligible individuals" include persons providing designated volunteer services during the meal hours.
- 6.3 Congregate Meals may be made available to individuals with disabilities under age 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). (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-18.)
- 6.4 Congregate meals may be made available to individuals with disabilities under age 60 who reside in non-institutional households with a person eligible for congregate meals and accompany that person (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-17.)
- 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 The provider must develop and maintain policies and procedures pertaining to the delivery of Congregate Nutrition services.
- 7.2 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.2.1 Fiscal Management
 - 7.2.2 Food Service Management
 - 7.2.3 Safety and Sanitation
 - 7.2.4 Staff Responsibilities
- 7.3 Eligibility determination for Congregate Nutrition Services applicants must be based on the criteria presented in section 6.0.
- 7.4 Congregate meals must be made available at least five (5) days per week, allowing adequate time for participants to eat and enjoy a leisurely meal, social contact, and to take advantage of other services at the center, which may include supportive, educational and/or recreational activities.
- 7.5 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.6 Providers must make available outreach and nutrition education and/or counseling and provide quarterly documentation to DSAAPD using the Congregate Nutrition Services Quarterly Report (Attachment G).
- 7.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
- 7.8 Outreach must be conducted as necessary to reach the target population (See 6.4).
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.



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- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed annually by the DSAAPD subcontracted dietitian.
- 7.12 Providers must maintain service records, including names of participants and date(s) of service.
- 7.13 Providers must verify and document the age of participants.
- 7.14 All site staff must be fully trained and qualified.
- 7.15 Providers must attempt to conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (Attachment E) derived from http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf. Participants identified as "high-risk" must be referred to the provider dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian. Note: All attempts to conduct the screening must be documented on a DETERMINE Nutrition Screening Tool form with as much information as possible including, at a minimum, participant's name, the date the screening was performed (attempted), and either the top portion of the form completed with as much information as possible or the indicator selected that the participant declined to answer.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.20 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty (60) days of the beginning of the contract year.
- 7.21 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.
- 7.22 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.
- 7.23 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 to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.
- 7.24 Providers must develop a cycle menu.
- 7.25 The provider's dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption. (Attachment C).



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- 7.26 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.27 The applicable food standards are described and hereby attached (Attachment B).
- 7.28 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.29 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.30 Congregate Meal Service must be provided in a suitable facility which meets the following criteria established by DSAAPD:
 - 7.30.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.30.2 The site must have a pleasant environment and adequate lighting.
 - 7.30.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.30.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.30.5 The site must be available for a minimum of four (4) hours daily.
 - 7.30.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.30.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.30.8 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.
- 7.31 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.32 Sponsorship should include a minimum of the following standards:
 - 7.32.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.32.2 Provide utilities and custodial service.
 - 7.32.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.32.4 Provide use of service and dining area for the distribution of meals.
 - 7.32.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.32.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.
- 7.33 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.

Prohibited activities

- 7.34 For purposes of the DSAAPD planning and reimbursement, Congregate Meal Service may not include any of the following components:
 - 7.34.1 Providing meals to ineligible persons.
 - 7.34.2 Providing financial, legal, or other similar service or advice (except for referral to qualified agencies or programs).
 - 7.34.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.
 - 7.34.4 Providing a take-out meal in addition to a regular meal.



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Staffing Requirements

- 7.35 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.36 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-025, pursuant to the [DSAAPD Policy Manual for Contracts](#), Policy Number X-Q, and Invoicing.

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.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** 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.

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 ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICE**

Signature of Dietitian

Registration Number

Print Name

Contact Phone Number/Email

Address

Nutrition Program Director

Contact Phone Number/Email

Address

1. This menu must consist minimally of a four (4) 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.

**MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS
(EXCLUDING BREAKFAST MEALS)**

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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 $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 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 food preferences or intolerances.
 - 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 $\geq 1/2$ 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

Read the statements below. Circle the number under the column for the answer which applies.
Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered meals or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

1. Bathing
2. Dressing
3. Transferring/Walking
4. Toileting
5. Eating

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

1. Using the Telephone
2. Shopping
3. Preparing Meals
4. Housekeeping
5. Taking Medications
6. Finance & Money

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone: _____

Definitions to Congregate Nutrition Report – (Attachment G)

- A. Unduplicated participants
- B. Total meals served
- C. Total medical foods (canned supplements)
- D. Total number modified meals
- E. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
High Nutritional Risk (defined):
High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- F. Group nutrition education: A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group setting overseen by dietitian or individual of comparable expertise. This will be where group classes are reported. Please note the number of classes (sessions) given and the number of participants.
Nutrition education: (1 session per participant) If a general nutrition education session is given to an individual – which is similar in topic to group education topics, please count this as nutrition education. This is where we make the distinction between nutrition counseling (below) which is more specifically geared to clients at high nutritional risk where specific strategies, goals and modifications are discussed.) The total of nutrition education provided above to group and individuals is reported. For example: in the first quarter, 1 nutrition education class was provided to each of 10 centers. (Report: 10 under F). There was an average of 20 people in attendance at each center, (200), in addition 5 clients received 1 on 1 nutrition education on similar topic (5). (Report: 205 under F1). Each session ran 1 hour, which equals four 15 minute units = 40 units (4 units x 10 sessions), each individualized nutrition counseling session was only 15 minutes = 5 units (1 unit x 5 individual brief educations) (Report: 45 units under F2). More individualized nutrition counseling sessions will be reported below.
- G. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. For example if one nutrition article is written in each month of the quarter then you will report 3 under G..
- H. Nutrition counseling/individualized nutrition education: (per participant)
Individualized guidance to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). For example, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or better on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (H), 9 (H1), 40 (4 units x 10 counseling sessions) (H2).
- I. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.

(Note: Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many – if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know – at this time nutritional assessments do not need to be reported).

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F**DELAWARE HEALTH AND SOCIAL SERVICES***Division of Services for Aging and Adults with Physical Disabilities***National Aging Program Information System (NAPIS) Required Data Collection**

Update Client

☐

New Client

☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:		Work Phone:	Cell Phone:
()		()	()
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID <input type="checkbox"/> Medicare Card <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level <input type="checkbox"/> Below Poverty Level <input type="checkbox"/> Refused to Answer <input type="checkbox"/> Missing (not provided)			<input type="checkbox"/> Yes <input type="checkbox"/> No
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse <input type="checkbox"/> Social Security Disability <input type="checkbox"/> Volunteer			<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Black/African American <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Minority (White, not of Hispanic Origin) <input type="checkbox"/> Other <input type="checkbox"/> Unavailable/Unknown			<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Unavailable/Unknown
Emergency Contact Name:		Emergency Contact Phone:	Emergency Contact Relationship:
		()	

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____

Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Congregate Service Units		1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.						
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.						
C. Enter the number of medical food meals (2 cans = 1 meal).						
D. Enter the number of therapeutic/modified meals.						
E. Enter total number of nutrition screenings obtained.						
1. Enter the total number of unduplicated nutrition screenings						
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).						
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).						
F. Enter the number of group nutrition education sessions.						
1. Enter the total number of clients in attendance.						
2. Total Units (15 min = 1 unit)						
G. Enter the number of nutrition articles or newsletters that contain nutrition education written for congregate clients. (One newsletter written in each Jan, Feb, March = 3). ('other services')						
H. Enter the number of total individual nutrition counseling sessions completed for congregate clients.						
1. Number of these at high nutritional risk.						
2. Total Time Units (15 min = 1 unit).						
I. Number of training sessions offered to staff/ volunteers.						

APPENDIX D: Contract Budget

BUDGET WORKSHEET

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - CONGREGATE

10/1/2016 - 9/30/2017

Budget Items	TOTAL	OAA NSIP	SDBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
	\$197,057	\$139,076	\$0	\$0	\$0	\$0	\$57,981		
C-2 Staff Fringe Benefits	\$45,323	\$31,987	\$0	\$0	\$0	\$0	\$13,336		
C-3 Travel/Training (Total)	\$4,000	\$4,000		\$0	\$0	\$0	\$0		\$0
Mileage = Rate \$0.00 X 0000	\$3,870	\$3,870					\$0		
Training	\$130	\$130					\$0		
Other (specify)	\$0						\$0		
C-4 Contractual (Total)	\$100,472	\$41,878		\$0	\$0	\$42,070	\$16,524		\$0
Rent (include cost per sq. ft.)	\$32,000					\$32,000			
Electricity	\$12,990	\$9,990					\$3,000.00		
Heat	\$2,539	\$1,539					\$1,000		
Telephone/Internet	\$996	\$637					\$359		
Utilities Other	\$2,803	\$2,203					\$600.00		
Printing/Advertising	\$144	\$137					\$7		
Postage	\$471	\$379					\$92		
Insurance	\$5,418	\$3,367					\$2,051		
Repairs	\$12,595	\$5,069				\$4,861	\$2,665		
Equipment Lease	\$7,866	\$5,166					\$2,700		
Hiring Checks	\$146	\$96					\$50		
Maintenance/Repairs	\$22,504	\$13,295				\$5,209	\$4,000		
C-5 Supplies (Total)	\$302,039	\$161,685		\$0	\$0	\$0	\$85,676	\$54,678	\$0
Office Supplies	\$603	\$464					\$139		
Paper Supplies	\$0								
Medical Supplies	\$0								
Program Supplies	\$45,523	\$30,018					\$15,505		
Photocopy	\$0								
Raw Food	\$253,546	\$129,036					\$69,832	\$54,678	
Prepared Meals									
Vehicle (oil, gas, etc)	\$2,367	\$2,167					\$200		
Expendibles									
Other (specify)	\$0								
C-6 Equipment/Other Direct Costs									
(Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Other (specify)	\$0								
Other (specify)	\$0								
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
C-8 Total Budget	\$648,892	\$378,626	\$0	\$0	\$0	\$42,070	\$173,517	\$54,678	\$0
C-9 Total Budget w/o Local Cash / In Kind	\$606,822								

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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

C-1 Staff Salaries

Amount charged to DSAAPD \$139,076

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

Salaries and fringe benefits were allocated based on actual wages with Project Income supplying the additional fringe benefits for Obama Care and Workman's Compensation increases. A portion of support positions (such as Accounting, etc.) are also included in the budget.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$31,987

Fringe Benefits Rate 23%

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.

Full time fringe benefit rates: FICA is 7.65%, Health and/or TDA is 13.0%, Retirement is 5%, and Workman's Compensation is 3. %.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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

C-3 Travel / Training

Amount charged to DSAAPD \$4,000

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

Mileage*

Mileage 33730 Rate \$0.50 Total Mileage = \$16,865.00

Amount charged to DSAAPD \$3,870

Staff and Volunteer drivers will travel approximately 33730 total miles this year. Most of the mileage will be done by the drivers who will deliver meals to home bound clients.

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

Training

Amount charged to DSAAPD \$130

Training stayed the same.

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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

C-4 Contractual

Amount charged to DSAAPD \$41,878

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

Rent

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
			\$0
			\$0
			\$0
			\$0
Total Rent			\$0
Total Months Charged to Rent: <input type="text" value="0"/>			Monthly Rent
			\$0

Rent - Additional Narrative

Amount charged to DSAAPD \$0

Electricity

Amount charged to DSAAPD \$9,990

Electricity based on cost from the current year and now based on Congregate only.

Heat

Amount charged to DSAAPD \$1,539

Heat based on actual cost from the current year and now based on Congregate only.

Telephone/Internet

Amount charged to DSAAPD \$637

Telephones are allocated based on the number of phones in each department.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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 \$2,203

Utilities changed based on energy saving measures.

Printing/Advertising Amount charged to DSAAPD \$137

Printing/Advertising changed to reflect current year actual usage.

Postage Amount charged to DSAAPD \$379

Postage changed to reflect current year actual usage

Insurance Amount charged to DSAAPD \$3,367

Insurance changed to reflect current year actual usage

Repairs Amount charged to DSAAPD \$5,069

Repairs changed to reflect current year actual usage

Equipment Lease Amount charged to DSAAPD \$5,166

Changed to reflect current year actual usage.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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.

Hiring Checks	Amount charged to DSAAPD	\$96
---------------	--------------------------	------

Hiring checks increased to reflect changes in current year's actual usage.

Maintenance/Repairs	Amount charged to DSAAPD	\$13,295
---------------------	--------------------------	----------

Changed to reflect current year actual usage.

0	Amount charged to DSAAPD	\$0
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Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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

C-5 Supplies

Amount charged to DSAAPD \$161,685

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 \$464

Changed to reflect current year actual usage.

Paper Supplies

Amount charged to DSAAPD \$0

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$30,018

Changed to reflect current year actual usage.

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$129,036

Changed to reflect current year actual usage.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

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

C-5 Supplies (Continued)

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

Prepared Meals Amount charged to DSAAPD \$0

Price per Meal # of Meals Total \$0

--

Vehicle (Oil, Gas, Etc.) Amount charged to DSAAPD \$2,167

Changed to reflect current year actual usage.

--

Expendibles Amount charged to DSAAPD \$0

--

Other (specify) Amount charged to DSAAPD \$0

--

BUDGET WORKSHEET SUPPLEMENT

**MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - CONGREGATE
10/1/2016 - 9/30/2017**

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

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD \$0

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

Other (specify)

Amount charged to DSAAPD \$0

--

Other (specify)

Amount charged to DSAAPD \$0

--

Explain how PROGRAM INCOME was determined:

Allocated using projections of Project Income.

--

Explain how INDIRECT COST was determined:

--

**MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - CONGREGATE
10/1/2016 - 9/30/2017**

Column H Local Cash & In-Kind

****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".**

Detailed Description of Revenue Sources Used as Match	Amount
Rent based on square footage for Congregate (space 4,162 sq.ft. @ \$7.69/sq.ft.)	\$32,000
Maintenance Repairs	\$5,209
Repairs	\$4,861
TOTAL	\$42,070

[illegible]

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$42,070
MATCH NEEDED	\$42,070

COMPARISON WORKSHEET

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - CONGREGATE 10/1/2016 - 9/30/2017

A. Projected Contract Expenses w/o Local Cash / In-Kind		Current Contract	Proposed Contract	Variance
% Line Item Change				
1.	Salary	\$681,097	\$197,057	-71.1%
2.	Fringe Benefits	\$159,828	\$45,323	-71.6%
3.	Travel / Training	\$15,650	\$4,000	-74.4%
4.	Contractual	\$293,557	\$58,402	-80.1%
5.	Supplies	\$881,375	\$302,039	-65.7%
6.	Equipment / Other Direct Costs	\$0	\$0	
7.	Indirect Costs	\$0	\$0	
Total Projected Contract Expenses w/o Local Cash / In-Kind		\$2,031,507	\$606,822	-70.1%
B. Project Revenue (Funding Sources)				
Total DSAAPD Funds Requested				
■ Final Budget		\$1,630,456		-100.0%
Other Revenue Sources				
■ USDA		\$54,678		-100%
■ Project Income		\$346,373	\$173,517	-49.9%
Total Contract Revenue		\$2,031,507	\$173,517	-91.5%

CONGREGATE NUTRITION SERVICES WORKSHEET

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - CONGREGATE

10/1/2016 - 9/30/2017

Budget Items	TOTAL	Meal Unit				
		Breakfast	Mid-day	Dinner	Medical Food	Specialized Food
C-1 Staff Salaries	\$197,057		\$196,671			\$386
C-2 Staff Fringe Benefits	\$45,323					\$120
C-3 Travel/Training (Total)	\$4,000		\$3,986	\$0		\$14
Mileage = Rate X Miles	\$3,870		\$3,856			\$14
Training	\$130		\$130			
Other (Specify)	\$0					
C-4 Contractual (Total)	\$100,472	\$0	\$100,472	\$0	\$0	\$0
Rent (include cost per sq. ft.)	\$32,000		\$32,000			
Electricity	\$12,990		\$12,990			
Heat	\$2,539		\$2,539			
Telephone/Internet	\$996		\$996			
Utilities Other	\$2,803		\$2,803			
Printing/Advertising	\$144		\$144			
Postage	\$471		\$471			
Insurance	\$5,418		\$5,418			
Repairs	\$12,595		\$12,595			
Equipment Lease	\$7,866		\$7,866			
Hiring Checks	\$146		\$146			
Maintenance/Repairs	\$22,504		\$22,504			
0	\$0					
C-5 Supplies (Total)	\$302,040	\$0	\$302,040	\$0	\$0	\$0
Office Supplies	\$603		\$603			
Paper Supplies	\$0					
Medical Supplies	\$0					
Program Supplies	\$45,523		\$45,523			
Photocopy	\$0					
Raw Food	\$253,546		\$253,546			
Prepared Meals	\$0					
Vehicle (oil, gas, etc)	\$2,367		\$2,367			
Expendibles	\$0					
Other (Specify)	\$0					
C-6 Equipment/Other Direct Costs						
(Total)	\$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	\$548,882	\$0	\$548,372	\$0	\$520	\$0
Older Americans Act	\$378,628		\$378,368		\$260	
Units of Service	73,953		73,613		340	
Reimbursement Rate			\$5.14		\$0.76	
SSBG	\$0					
Units of Service	0					
Reimbursement Rate						
State	\$0					
Units of Service	0					
Reimbursement Rate						
Tobacco	\$0					
Units of Service	0					
Reimbursement Rate						
Program Income	\$173,516		\$173,256		\$260	
Units of Service	73,937		73,597		340	
Per Meal			\$2.35		\$0.76	
USDA Commodities	\$54,678		\$54,678			
Units of Service	73,597		73,597			
Per Meal			\$0.74			
Local	\$42,070		\$42,070			

Unit Cost Contract Budget

Agency: MODERN MATURITY CENTER, INC.
Program/Service: Congregate Nutrition Services
Contract Year: 10/1/2016 - 9/30/2017

OAA Programs (With Program Income)

	Breakfast Meal	Mid-day Meal	Dinner Meal	Medical Food	Specialized Food	TOTALS
A. Unit Cost						
B. Program Income per Unit of Service		\$7.49		\$1.52	\$0.00	
C. DSAAPD Reimbursement Rate (A - B)		\$2.35		\$0.76		
D. Planned Service Units		\$5.14		\$0.76	\$0.00	
E. Total Resources Needed:		73,613		340		73,953
a. Maximum DSAAPD Resources (C x D)		\$378,369		\$259	\$0	\$378,628
b. NSIP (Commodity Food)						\$54,678
c. Program Income (B x D)		\$172,989		\$258		\$173,248
d. 10% Matching Funds						\$42,070

(E.a. ÷ 0.9) - E.a.

Total Congregate Nutrition Services Contract Amount \$378,628

NUTRITION VALIDATION WORKSHEET

**MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - CONGREGATE
10/1/2016 - 9/30/2017**

Budget Items	TOTAL Nutrition Worksheets	Congregate	Home Delivered	TOTAL Budget Worksheet	Validation
C-1 Staff Salaries	\$197,057	\$197,057	\$0	\$197,057	\$0
C-2 Staff Fringe Benefits	\$45,323	\$45,323	\$0	\$45,323	\$0
C-3 Travel/Training (Total)	\$4,000	\$4,000	\$0	\$4,000	\$0
Mileage = Rate X Miles	\$3,870	\$3,870	\$0	\$3,870	\$0
Training	\$130	\$130	\$0	\$130	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-4 Contractual (Total)	\$100,472	\$100,472	\$0	\$100,472	\$0
Rent (include cost per sq. ft.)	\$32,000	\$32,000	\$0	\$32,000	\$0
Electricity	\$12,990	\$12,990	\$0	\$12,990	\$0
Heat	\$2,539	\$2,539	\$0	\$2,539	\$0
Telephone/Internet	\$996	\$996	\$0	\$996	\$0
Utilities Other	\$2,803	\$2,803	\$0	\$2,803	\$0
Printing/Advertising	\$144	\$144	\$0	\$144	\$0
Postage	\$471	\$471	\$0	\$471	\$0
Insurance	\$5,418	\$5,418	\$0	\$5,418	\$0
Repairs	\$12,595	\$12,595	\$0	\$12,595	\$0
Equipment Lease	\$7,866	\$7,866	\$0	\$7,866	\$0
Hiring Checks	\$146	\$146	\$0	\$146	\$0
Maintenance/Repairs	\$22,504	\$22,504	\$0	\$22,504	\$0
	0	\$0	\$0	\$0	\$0
C-5 Supplies (Total)	\$302,040	\$302,040	\$0	\$302,039	\$0
Office Supplies	\$603	\$603	\$0	\$603	\$0
Paper Supplies	\$0	\$0	\$0	\$0	\$0
Medical Supplies	\$0	\$0	\$0	\$0	\$0
Program Supplies	\$45,523	\$45,523	\$0	\$45,523	\$0
Photocopy	\$0	\$0	\$0	\$0	\$0
Raw Food	\$253,546	\$253,546	\$0	\$253,546	\$0
Prepared Meals	\$0	\$0	\$0	\$0	\$0
Vehicle (oil, gas, etc)	\$2,367	\$2,367	\$0	\$2,367	\$0
Expendibles	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0
C-8 Total Budget	\$648,892	\$648,892	\$0	\$648,892	\$0
C-9 Total Budget w/o Local Cash & In-Kind	\$606,822	\$606,822	\$0	\$606,822	\$0

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

**APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)**

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*

Work Plan 2017

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) of nutrients of concern for older adults. Refer to menu format and DSAAPD menu guidelines for exact requirements. We strive to reduce hunger and food insecurity, promote socialization of older adults, and promote the health and well-being of older individuals by providing them with access to beneficial services. Congregate nutrition services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services based on need.

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 a NAPIS and Nutrition Screening Form is 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.

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
Dover, DE 19904

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

Luther Towers
430 Kings Highway
Dover, DE 19901

Peach Circle Nutrition Site (some NCC)
800 Peach Circle
Smyrna, DE 19977

Harrington Senior Center
102 Fleming Street
Harrington, DE 19952

TO BE DETERMINED
(to include city limit of Milford in Sussex County)

Milford, DE 19963

SERVICE STANDARDS:

The MANNA program has developed policies and procedures pertaining to the delivery of services.

The 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.

Congregate meals are available at least five days a week and the clients enjoy a leisurely meal and socialization. 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 the best of our ability, 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, 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.

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 and Weight Loss Support Groups every month. Nutrition Education Sessions are held at Modern Maturity Center and are promoted in the Modern Maturity Center Bulletin.

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 in each Bulletin from MMC and at the 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 therapeutic diets including Diabetic, Renal, Renal Diabetic and Low Cholesterol. These diets are as

controlled as possible given cost concerns, but we choose lower Potassium fruits and juices, and lower sugar options. The MANNA program 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 annually.

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 and Front Porch programs, 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, a Data Entry employee 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 2017

SSBG MEALS

UNIT OF SERVICE:

Meals will be made available to persons between the ages of 18 and 59, who are Homebound due to illness, disability, or isolation. There will be one Outreach Worker in charge of assessing and reassessing SSBG clients using the Homebound Criteria Guide. This guide is used for assessing Title III Homebound clients as well. The potential participant must be a US citizen or legal alien.

We also provide medical food supplements (Ensure) and Specialized Medical Food Supplements (Glucerna and Pulmocare) to SSBG clients as requested and approved by the physician who has signed the diet order.

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

TO BE DETERMINED
(to include city limit of Milford in Sussex County)
Milford, DE 19963

MEALS:

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.

UNIT COST:

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

Work Plan 2017

HOMEBOUND MEALS (and SSBG)

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). 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 and helps give the caregiver some respite as well. Nutrition intervention services are provided including nutrition education, screening, and coordination of care with other agencies as needed.

UNIT OF SERVICE:

The unit of service is one complete meal provided to one eligible participant. This may include a shelf stable emergency meal and medical food supplements also. 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. Spouses of individuals with disabilities in these subsidized housing developments are not also eligible unless, they too, are disabled. Proof of Social Security Disability is provided.

A disabled individual under the age of 60 may be considered eligible if they reside with an older individual who also receives meals. Proof of Social Security Disability is provided.

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.

Modified and Therapeutic meals are provided to the maximum extent possible. A diet order from a Physician is received for each client.

Nutrition intervention services will now be incorporated into the meal budget and tracked according to state and federal reporting guidelines.

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

TO BE DETERMINED
(to include city limits of Milford in Sussex County)
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 at least five days a week, can be served daily, 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.

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.

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.

Five 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 as 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, lower potassium desserts

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. All variations of frozen meals are analyzed for nutrient adequacy. The meals are delivered frozen to the client.

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 Title III client; this information also includes ADL and IADL on all clients. This information is sent to DSAAPD annually.

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. Request for donation letters are sent to clients the second month of each quarter. All family members are encouraged to contribute to the meal service.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-61

CATS Sys Doc ID: 021720-0000-0000

PROFESSIONAL SERVICES AGREEMENT For HOME-DELIVERED NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and St. Anthony's Community Center, (the "Vendor"), with offices at 1703 W. 10th Street, Wilmington, DE 19805.

WHEREAS, Delaware desires to obtain certain services for Home-Delivered Nutrition.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendices D & H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C. Work will not exceed the fixed fee amount of \$1,380,785.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-61 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: **brian.bayley@state.de.us**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

- 14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with Delaware prior to termination.
- 14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
 - c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.
- 14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.
- 14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 14.6. Gratuities.
- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

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

20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do

business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – Room 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

St. Anthony's Community Center
1703 W. 10th Street
Wilmington, DE 19805

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

Signature on File

Murray M. Brown
Witness

For the Department:

Signature on File

Rita M. Landgraf, Secretary

8/10/16
Date

Signature on File

[Signature]
Witness

For the Division:

Signature on File

for Lisa Bond, Director, DSAAPD

8-10-16
Date

For the Contractor:

St. Anthony's Community Center
1703 W. 10th Street
Wilmington, DE 19805

Signature on File

[Signature]
Witness

Signature on File

Debra Wirt, Executive Director

August 8, 2016
Date

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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 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 upon request.
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). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: 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 Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
By: Signature on File
Name: Albert W. Briffa
Title: Deputy Director
Date: 8-18-16

Business Associate
By: ST. ANTHONY'S COMMUNITY CENTER, INC.
Name: Signature on File Signature on File
Title: EX. DIRECTOR
Date: AUGUST 8, 2016

APPENDIX C: *Service Specifications*

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Home-Delivered Nutrition Services Specifications</p>
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Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
10/27/2015	6.8	Deleted: <i>or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide. (Attachment H)</i>
10/27/2015	6.8.1	Added entire section
10/27/2015	7.2	Added: <i>and must be documented on file for DSAAPD review.</i>
11/13/2015	6.8.1	Redefined
2/8/2016	G	Revised Attachment G



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and
Adults with Physical Disabilities

Home-Delivered Nutrition Services Specifications

1.0 SERVICE DEFINITION

- 1.1 Home-delivered nutrition services provide meals and related nutrition services to older individuals that are homebound. According to the Administration on Aging (AOA), home-delivered nutrition services are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services. Home-delivered nutrition services are also an important service for many family caregivers by assisting family members with their caregiving responsibilities and, for some, helping them maintain their own health and personal well-being.
- 1.1.1 Home-Delivered Nutrition 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). (See Attachment A).
<http://www.health.gov/dietaryguidelines/>
<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>
- 1.1.1 Nutrition intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention".
<http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf>
Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.
<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** – The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD. (See Attachment A)
<http://www.health.gov/dietaryguidelines/>

Approved Meal Unit Types

- 2.1.1 **Meal** – a meal that meets the Section 2.1 definition above.
- 2.1.2 **Emergency Meal** – a meal that consists of shelf-stable items which are provided to participant for use when the nutrition program is unable to deliver meals due to weather related and/or other unforeseen emergencies. NOTE: Shelf-stable foods that do not need refrigeration in order to be safe can be kept at room temperature until their "use-by" date. For best quality, store them in clean, dry, cool (below 85 degrees F) cabinets away from the stove or appliance (such as refrigerator) exhaust).



**DELAWARE HEALTH AND
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**Home-Delivered Nutrition
Services Specifications**

- 2.1.3 Medical Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed and registered dietitian/nutritionist (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD Policy on Medical Foods to Homebound Clients – Policy X-V-23). Assessment and follow-up by a dietitian is required.
- 2.1.4 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.
- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.
 - 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).
 - 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.14).
 - 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.14 and 7.36).
 - 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.
 - 2.2.5 Information and referral services must be made available to home delivered nutrition services clients including services outlined in Sections 7.4 and 7.6.
- 2.3 Other activities that support home-delivered nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

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.



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Home-Delivered Nutrition
Services Specifications**

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

Title III-C Funded Home-Delivered Nutrition Services

- 6.1 Home-Delivered Nutrition Services funded by Title III-C will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide ([Attachment H](#)) and DSAAPD Policy Manual for Contracts-Nutrition, Homebound Meals Criteria X-V-21.
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the best interest of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- 6.3 Meals may be made available to individuals with disabilities under age 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 nutrition services. (In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage.)
- 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.
- 6.6 Income shall not be criteria for eligibility.
- 6.7 There shall be no time limit on length of service.

SSBG Funded Home-Delivered Nutrition Services

- 6.8 Home-Delivered Nutrition services funded by Social Service Block Grant (SSBG) will be made available to persons between the ages of eighteen (18) and fifty-nine (59) who are homebound by reason of physical disability.
 - 6.8.1 For the purposes of Home-Delivered nutrition physical disability would be defined as a disability that is anticipated to last 12 months or longer and that includes at least one Activity of Daily Living (ADL) deficit that impacts the individual's ability to live independently. ADL's include bathing, walking, dressing, toileting, bowel/bladder control, transferring, and eating.

	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Home-Delivered Nutrition Services Specifications</p>
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- 6.9 The potential participant must be a U.S. citizen or legal alien, per the [DSAAPD Policy Manual for Contracts](#) (Section X-O – SSBG Alien Verification Procedure).

7.0 SERVICE STANDARDS - Title III & SSBG Funding

- 7.1 The provider must develop and maintain policies and procedures pertaining to the delivery of Home Delivered Nutrition services.
- 7.2 Eligibility determination for home-delivered nutrition services applicants must be based on the criteria presented in section 6.0, and must be documented on file for DSAAPD review.
- 7.3 Home-delivered meals must be made available at least five (5) days per week according to participant needs.
- 7.4 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.5 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
- 7.6 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap>
- 7.7 Outreach must be conducted as necessary to reach the target population (See 6.5).
- 7.8 Efforts must be made to recruit volunteers to assist in service delivery.
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.11.1 Fiscal Management
 - 7.11.2 Food Service Management
 - 7.11.3 Safety and Sanitation
 - 7.11.4 Staff Responsibilities
- 7.12 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed by DSAAPD.
- 7.13 Providers must maintain service records, including names of participants and date(s) of service and report Homebound Service Units (Attachment E) quarterly to DSAAPD for monitoring and tracking purposes.
- 7.14 Providers must conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (See Attachment E).
http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf
Participants identified as “high-risk” must be referred to the provider Dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian.
- 7.15 Providers must develop a cycle menu.
- 7.16 The provider’s dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see



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- Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption (Attachment C).
- 7.17 The applicable food standards are described and hereby attached (Attachment B).
- 7.18 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.19 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.20 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.
- 7.21 When the meal service is subcontracted for amounts over \$15,000, the provider must follow competitive bid procedures.
- 7.22 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.
- 7.23 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 State of Delaware Food Code guidelines <http://dhss.delaware.gov/dhss/dph/hsp/files/ofpcode14toc.pdf> and delivered frozen to the participant. The meal composition, as served, must meet DSAAPD guidelines for nutrient adequacy (See Attachment A). No other use of excess food can be incorporated into a reimbursable meal.
- 7.24 Providers must develop policies and procedures surrounding the use of planned frozen meals. All steps in food preparation, freezing and serving must adhere to the most recent State of Delaware Food Code.
- 7.25 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request to the greatest extent possible.
- 7.26 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.27 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.28 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.
- 7.29 Special diets must be planned, prepared and served under the supervision of and/or in consultation with the project's dietitian.
- 7.30 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety and be in compliance with the most recent Delaware State Food Code guidelines.
- 7.31 Food service staff must be trained in and adhere to the most recent State of Delaware Food Code.
- 7.32 Delivery time for foods must not exceed four (4) hours.
- 7.33 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.



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- 7.34 Information and activities must be provided to homebound persons that will promote improved nutrition and health.
- 7.35 In the event that a program participant is unable to receive services due to a hospitalization or other issue, the provider may allow the participant to stay active up to 45 days. After 45 days, the participant must be terminated from the program and may be re-enrolled in the program once they are able to accept services (refer to DSAAPD Policy on Homebound Meals Criteria X-V-21).

Service Standards – Title III Funding ONLY

- 7.36 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.

Prohibited Activities

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

Staffing Requirements

- 7.38 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.39 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 WAITING LISTS

- 8.1 When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided or until the applicant no longer desires services. The waiting list must be managed in accordance with DSAAPD Policy Manual for Contracts, Policy Number X-K, Participant Service Waiting Lists. In all cases, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g., in writing and available for review).



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9.0 INVOICING REQUIREMENTS

- 9.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-026 for SSBG funded program participants, and Invoicing Workbook IW-027 for Title III funded program participants, pursuant to the [DSAAPD Policy Manual for Contracts](#), Policy Number X-Q, and Invoicing.

10.0 DONATIONS – Title III Funded Services Only

- 10.1 Participants, family members, and/or caregivers must be informed of the cost of providing the home-delivered nutrition service and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 10.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 10.3 Providers must have procedures in place to:
- 10.3.1 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.
 - 10.3.2 Protect their privacy with respect to the contribution/donation.
 - 10.3.3 Safeguard and account for all donations.
 - 10.3.4 Use the contributions to expand services.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** Emergency Meals (as defined in 2.1.2) 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.)

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 may be provided.

Note: combinations of protein foods can be used to serve the ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICES**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number/Email _____

Address _____

Nutrition Program Director _____

Contact Phone Number/Email _____

Address _____

1. This menu must consist minimally of a four (4) 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, dysphagia, renal 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.

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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 $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 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 food preferences or intolerances.
 - 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 $\geq 1/2$ 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

*Home Delivered Nutrition Services and new case management will be completed by an outreach worker.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered nutrition or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

1. Bathing
2. Dressing
3. Transferring/Walking
4. Toileting
5. Eating

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

1. Using the Telephone
2. Shopping
3. Preparing Meals
4. Housekeeping
5. Taking Medications
6. Finance & Money

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F**DELAWARE HEALTH AND SOCIAL SERVICES***Division of Services for Aging and Adults with Physical Disabilities***National Aging Program Information System (NAPIS) Required Data Collection**Update Client ☐New Client ☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:		Work Phone:	Cell Phone:
()		()	()
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID <input type="checkbox"/> Medicare Card <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level <input type="checkbox"/> Below Poverty Level			<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Refused to Answer <input type="checkbox"/> Missing (not provided)			
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse <input type="checkbox"/> Social Security Disability <input type="checkbox"/> Volunteer			<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native			<input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Black/African American <input type="checkbox"/> Native Hawaiian/Pacific Islander			<input type="checkbox"/> Not Hispanic or Latino
<input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Minority (White, not of Hispanic Origin)			<input type="checkbox"/> Unavailable/Unknown
<input type="checkbox"/> Other <input type="checkbox"/> Unavailable/Unknown			
Emergency Contact Name:		Emergency Contact Phone:	Emergency Contact Relationship:
		()	

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____

Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Homebound Service Units	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.					
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.					
C. Enter the number of medical food meals (2 cans = 1 meal).					
D. Enter the number of therapeutic/modified meals.					
E. Enter total number of nutrition screenings obtained.					
1. Enter the total number of unduplicated nutrition screenings					
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).					
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).					
F. Enter the number of nutrition articles or newsletters that contain nutrition education written for homebound clients - One newsletter written in each Jan, Feb, Mar. = 3). ('other services')					
G. Enter the number of total individual nutrition counseling sessions completed for homebound clients.					
1. Number of these at high nutritional risk.					
2. Total Time Units (15 min = 1 unit).					
H. Number of training sessions offered to staff/ volunteers.					
I. Number of outreach workers contacts.					
1. Number of assessments to determine eligibility for homebound meals.					
2. Number of eligible clients for homebound meals.					
3. Number of re-assessments to determine eligibility for homebound meals.					
4. Number of eligible clients reassessed to need homebound meals.					

Definitions to Home Delivered Nutrition Report – (Attachment G)

- a. Unduplicated participants
- b. Total meals served
- c. Total medical foods (canned supplements)
- d. Total number modified meals
- e. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
 - a. High Nutritional Risk (defined):
 - b. High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- f. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. *For example* if one nutrition article is written in each month of the quarter then you will report 3 under F.
- g. Nutrition counseling/individualized nutrition education: (per participant)
 - a. *Individualized guidance* to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). *For example*, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or higher on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (G), 9 (G1), 40 (4 units x 10 counseling sessions) (G2).
- h. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.
- i. Number or Outreach Workers Contacts: Please report the number of initial assessments(1), initial assessments deemed to be eligible (12), reassessments (13), and reassessments deemed to be eligible (14) per quarter.

(Note: *Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many – if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know – at this time nutritional assessments do not need to be reported.*

Attachment H

Home-Delivered Nutrition Services Criteria Guide

Home-Delivered Nutrition Services Criteria Guide												
I. ADL's (Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0 =none 3=moderately impaired 5=severely impaired												
a. bathing	0	1	2	3	4	5						
b. walking	0	1	2	3	4	5						
c. dressing	0	1	2	3	4	5						
d. toileting	0	1	2	3	4	5						
e. bowel/bladder control	0	1	2	3	4	5						
f. transferring	0	1	2	3	4	5						
g. eating	0	1	2	3	4	5						
II. IADL's (Independent Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0=none 3=moderately impaired 5=severely impaired												
a. use telephone	0	1	2	3	4	5						
b. prepare own meals	0	1	2	3	4	5						
c. light housekeeping	0	1	2	3	4	5						
d. getting to places outside of home	0	1	2	3	4	5						
e. following medication directions	0	1	2	3	4	5						
f. managing own finances	0	1	2	3	4	5						
III. Prior Nursing Home (or Rehabilitation Facility) Admission												
a. within past year						5						
b. within past 5 years					3							
c. greater than 5 years ago				1								
d. never	0											
Subtotal page 1												

(HDNS Criteria Guide page 2)										
IV. Cognitive Impairment (0=never 1=sometimes 3=often)										
a. Do you forget to eat?	0	1	3							
b. Do you ever begin cooking and then forget you started?	0	1	3							
c. Is preparing food confusing or mentally challenging?	0	1	3							
V. Diagnosed Mental Disorder (bipolar, schizophrenia, anxiety d/o, etc.)										
Please score if <i>actively problematic and interferes with</i> the ability to shop, prepare or eat meals:										
0=not a problem 3=sometimes a problem 5=often a problem	0		3 5							
VI. Living Arrangement/Caregiver Availability/Meal Support										
Please score degree of supportive care available (in regard to meals):										
0=always 1=sometimes 3=no support available	0	1	3							
VI. Annual Income										
a. at or below current poverty level			3							
b. above the current poverty level	0									
VII. Prior Acute Care Hospitalization										
a. Within past 0-4 weeks			5							
b. Within past 1-3 months			3							
c. Within past year		1								
d. Prior to 1 year ago/never	0									
VIII. Age										
a. 91+			5							
b. 76-90			3							
Subtotal page 2										

(HDNS Criteria Guide page 3)													
XIV. Health													
Please score if <i>actively problematic and interferes with</i>													
the ability to shop, prepare or eat meals:													
0=not a problem 3=sometimes a problem 5=often a problem													
a. diabetes (brittle and uncontrolled)	0	1	2	3	4	5							
b. hypo or hypertension/heart disease (CHF, cardiomyopathy, etc.)	0	1	2	3	4	5							
c. cancer	0	1	2	3	4	5							
d. stroke	0	1	2	3	4	5							
e. COPD	0	1	2	3	4	5							
f. renal failure/dialysis	0	1	2	3	4	5							
g. neurological (tremors/palsy/seizure disorder)	0	1	2	3	4	5							
h. physically debilitating condition (please specify): _____	0	1	2	3	4	5							
i. blind or visually impaired	0	1	2	3	4	5							
XV. Fall Risk													
Scoring: 0=no risk 3=moderate risk 5=high risk	0	1	2	3	4	5							
XVI. <60 Recognized Spouse	N	O			YES								
XVII. <60 SSI Living in Home	N	O			YES								
XVIII. Eligible Spouse >60	N	O			YES								
Subtotal page 3													

(HDNS Criteria Guide page 4)						
XIX. Outreach Worker Additional Thoughts/Comments:						
1. Do you believe client would benefit from socialization at senior center? comments: NO YES						
2. Does client need transportation? _____ NO YES						
3. Do you believe HDNS are needed? _____ NO YES why/why not:						
4. Other comments/assessment? _____						
<i>Subtotal page 1</i>						
<i>Subtotal page 2</i>						
<i>Subtotal page 3</i>						
TOTAL SCORE						
(Suggestion: <20 refer to Congregate, 21-40 trial, >40 HDM recommended)						
Recommended for HDM (y=yes, n=no)						
Signed/initialed						

Client Name: _____
Initial Date of Assessment: _____

APPENDIX D: *Contract Budget*

BUDGET WORKSHEET

SACC/CITY FARE

HOME-DELIVERED NUTRITION

OCTOBER 1, 2016 - SEPTEMBER 30, 2017

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
C-2 Staff Fringe Benefits	\$261,861	\$248,578	\$13,283	\$0	\$0	\$0	\$0		
C-3 Travel/Training (Total)	\$53,707	\$50,984	\$2,723	\$0	\$0	\$0	\$0		
Mileage = Rate \$0.00 X 0000	\$21,000	\$21,000	\$0	\$0	\$0	\$0	\$0		\$0
Training	\$0	\$0							
Other (specify)									
C-4 Contractual (Total)	\$136,100	\$136,100	\$0	\$0	\$0	\$0	\$0		\$0
Rent (include cost per sq. ft.)	\$22,000	\$22,000							
Electricity	\$21,000	\$21,000							
Heat	\$9,000	\$9,000							
Telephone/Internet	\$4,000	\$4,000							
Printing/Advertising	\$9,000	\$9,000							
Postage	\$6,000	\$6,000							
Insurance, Liability	\$16,000	\$16,000							
Insurance, Auto	\$12,500	\$12,500							
Repairs	\$5,500	\$5,500							
Nutrition Services	\$11,000	\$11,000							
Computer Network Services	\$10,500	\$10,500							
Executive Director	\$5,100	\$5,100							
Audit	\$4,500	\$4,500							
C-5 Supplies (Total)	\$1,438,027	\$886,123	\$21,994	\$0	\$0	\$395,000	\$134,910	\$0	\$0
Office Supplies	\$8,250	\$8,250							
Paper Supplies	\$3,500	\$3,500							
Medical Supplies	\$0	\$0							
Program Supplies	\$0	\$0							
Photocopy	\$0	\$0							
Raw Food	\$0	\$0							
Prepared Meals	\$1,024,027	\$867,123	\$21,994				\$134,910		
Vehicle (oil, gas, etc)	\$7,250	\$7,250							
Volunteer Meal Delivery	\$395,000					\$395,000			
	\$0								
C-6 Equipment/Other Direct Costs									
(Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Other (specify)									
C-7 Indirect Costs (Total Salaries w/o fringe x rate)									
C-8 Total Budget	\$1,910,695	\$1,342,785	\$38,000	\$0	\$0	\$395,000	\$134,910	\$0	\$0
C-9 Total Budget w/o Local Cash / In Kind	\$1,515,695								

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-1 Staff Salaries

Amount charged to DSAAPD \$261,861

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

Staff salaries are determined based on market conditions, level of responsibility, years of service and available funding.

No salary increase is included

\$151,155 of salary cost is allocated to MCO funds received through meal delivery for clients on Medicaid LTSS.

There is no increase in salary cost allocated to DSAAPD funding.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$53,707

Fringe Benefits Rate 20.5%

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.

FICA tax, Unemployment, Workman's Compensation Insurance are included for all employees in the fringe benefit rate. For full-time employees health insurance premiums (minus employee contributions) are also included. Rates were determined based on quotes from our insurance carriers.

Breakdown of fringe benefit rate:

7.65% FICA

9.43% Health Insurance

1.13% Unemployment

2.29% Workman's Compensation

Overall, there is no increase in fringe benefit cost allocated to DSAAPD funding.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-3 Travel / Training

Amount charged to DSAAPD \$21,000

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

Mileage*

Mileage 62500 Rate \$0.40 Total Mileage = \$25,000.00

Amount charged to DSAAPD \$21,000

Number of miles included in budget is based on the number of miles required in the current fiscal year for meal delivery, client assessment and reassessment, site monitoring and travel to meetings. The federal allowable rate for mileage is \$0.58 per mile, so the maximum allowable rate of \$0.40 was included in the DSAAPD budget.

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

Training

Amount charged to DSAAPD \$0

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-4 Contractual

Amount charged to DSAAPD \$136,100

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
Saint Anthony's Community Center Office Space	1200	\$10.00	\$12,000
Saint Anthony's Community Center Basement Storage and use of Freezers	2000	\$10.00	\$20,000
			\$0
			\$0
Total Rent			\$32,000
Total Months Charged to Rent: <input type="text" value="12"/>			Monthly Rent \$2,667

Rent - Additional Narrative

Amount charged to DSAAPD \$22,000

The use of office space and equipment required to operate the program is included. Basement is used for the storage of program records, supplies and equipment and the use of freezers for the storage of frozen meals.

Electricity

Amount charged to DSAAPD \$21,000

The amount is based on total Delmarva charges and prorated for each program administered by SACC.

Heat

Amount charged to DSAAPD \$9,000

The amount is based on total Delmarva charges and prorated for each program administered by SACC.

Telephone/Internet

Amount charged to DSAAPD \$4,000

Amount is based on total Verizon, Netcarrier and Comcast charges and prorated for each program administered by SACC.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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.

Printing/Advertising	Amount charged to DSAAPD	\$9,000
-----------------------------	---------------------------------	----------------

Amount is based on the cost of making photocopies for all nutrition programs and advertising to promote program, including ad in the Guide to Services for Older Delawareans and in the News Journal for new volunteers and employees.

An increase was included in FY2016 for the creation and implementation of a volunteer recruitment campaign to increase the number of volunteers. As we are serving more clients we are losing volunteers - both civic and corporate. This is the biggest challenge to the program and needs to be a priority.

Postage	Amount charged to DSAAPD	\$6,000
----------------	---------------------------------	----------------

Amount is based on the cost of postage to mail client acceptance letter, monthly newsletter and donation statement to all homebound clients; and the amount needed to conduct normal business.

Insurance, Liability	Amount charged to DSAAPD	\$16,000
-----------------------------	---------------------------------	-----------------

Amount is based on actual amount charged by the carrier. SACC participates in the Delaware Workplace Safety Program to maintain the lowest possible rate.

Insurance, Auto	Amount charged to DSAAPD	\$12,500
------------------------	---------------------------------	-----------------

Amount is based on actual amount charged by the carrier to insure the 4 vehicles that the program uses to deliver meals.

Repairs	Amount charged to DSAAPD	\$5,500
----------------	---------------------------------	----------------

Amount is what is required to service delivery vehicles as needed. No Increase is included.

Nutrition Services	Amount charged to DSAAPD	\$11,000
---------------------------	---------------------------------	-----------------

Included is funding for nutrition intervention services including nutrition counseling, screening, menu review, site monitoring and staff training.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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.

Computer Network Servi	Amount charged to DSAAPD	\$10,500
-------------------------------	---------------------------------	-----------------

Includes costs associated with maintaining and updating hardware and software systems necessary for daily operations and for accurate and timely submission of reports required by DSAAPD.

Executive Director	Amount charged to DSAAPD	\$5,100
---------------------------	---------------------------------	----------------

Funding is included proportionately for Executive Director's time required for administration of the nutrition project.

Audit	Amount charged to DSAAPD	\$4,500
--------------	---------------------------------	----------------

Amount is based on total charges from the firm that conducts the annual audit and prorated for each program administered by SACC.

Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-5 Supplies

Amount charged to DSAAPD \$908,117

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 \$8,250

Amount is based on actual invoices for materials necessary to administer the home-delivered and SSBG home-delivered meal programs. No increase is included.

Paper Supplies

Amount charged to DSAAPD \$3,500

Funds are used to support the meal service operations at all sites and includes items needed for serving meals, cleaning and sanitation, and meal accompaniments including spices.

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$0

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-5 Supplies (Continued)

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

Prepared Meals	Amount charged to DSAAPD	\$889,117
Price per Meal <u>\$0.00</u>	# of Meals <u>0</u>	Total <u>\$0</u>

The price per meal varies for each meal type and vendor that we use to procure meals.

The price per meal charged by Delaware Gourmet Catering, our vendor with the largest volume of meals, has increased from \$4.54 per meal in FY2015 to \$4.70 per meal in FY2016 and to \$4.85 per meal in FY2017 for both the Congregate and Home-Delivered programs. The increase for 2017 is not included in the DSAAPD budget.

Home-Delivered Meals:

At this time, based on YTD meals served and projections for the fourth quarter, it is estimated that the total number of midday meals to be served is 160,000 and the total number of bag suppers is 45,000. As they have in the past, we anticipate that Meals on Wheels Delaware will provide funding for meals that are served in excess of the amount included in the DSAAPD contract.

An allocation request will be submitted to Meals on Wheels Delaware for any meals that are served over the amount paid for by DSAAPD.

Vehicle (Oil, Gas, Etc.)	Amount charged to DSAAPD	\$7,250
---------------------------------	---------------------------------	----------------

Actual amounts required to maintain the 4 vehicles used for meal delivery are included.

#REF!	Amount charged to DSAAPD	\$0
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Volunteer Meal Delivery	Amount charged to DSAAPD	\$0
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BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD \$0

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

Other (specify)

Amount charged to DSAAPD \$0

--

Other (specify)

Amount charged to DSAAPD \$0

--

Explain how PROGRAM INCOME was determined:

Program income is determined using actual YTD collections for FY2016. The total amount collected is allocated to its respective meal type and then divided by the total number of meals per type to determine the total amount per meal.

Explain how INDIRECT COST was determined:

--

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE HOME-DELIVERED NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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
Volunteer time and vehicle used to transport home-delivered meals to the homes of eligible participants	\$395,000
TOTAL	\$395,000

LOCAL CASH

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

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$395,000
MATCH NEEDED	\$149,198

HOME DELIVERED NUTRITION SERVICES WORKSHEET

SACC/CITY FARE
OCTOBER 1, 2016 - SEPTEMBER 30, 2017
HOME-DELIVERED NUTRITION

Budget Items	TOTAL	Meal Unit			
		Mid Day Meal	Emergency Meal	Medical Food	Modified & Therapeutic Meal
C-1 Staff Salaries	\$261,861	\$255,047	\$4,336	\$2,478	
C-2 Staff Fringe Benefits	\$53,707	\$52,309	\$889	\$508	
C-3 Travel/Training (Total)	\$21,000	\$20,454	\$348	\$199	\$0
Mileage = Rate X Miles	\$21,000	\$20,454	\$348	\$199	
Training	\$0				
Other (specify)	\$0				
C-4 Contractual (Total)	\$136,100	\$132,558	\$2,254	\$1,288	\$0
Rent (include cost per sq. ft.)	\$22,000	\$21,428	\$364	\$208	
Electricity	\$21,000	\$20,454	\$348	\$199	
Heat	\$9,000	\$8,766	\$149	\$85	
Telephone/Internet	\$4,000	\$3,896	\$66	\$38	
Printing/Advertising	\$9,000	\$8,766	\$149	\$85	
Postage	\$6,000	\$5,844	\$99	\$57	
Insurance, Liability	\$16,000	\$15,584	\$265	\$151	
Insurance, Auto	\$12,500	\$12,175	\$207	\$118	
Repairs	\$5,500	\$5,357	\$91	\$52	
Nutrition Services	\$11,000	\$10,714	\$182	\$104	
Computer Network Services	\$10,500	\$10,227	\$174	\$99	
Executive Director	\$5,100	\$4,967	\$84	\$48	
Audit	\$4,500	\$4,383	\$75	\$43	
C-5 Supplies (Total)	\$1,438,027	\$1,411,174	\$16,936	\$9,917	\$0
Office Supplies	\$8,250	\$8,035	\$137	\$78	
Paper Supplies	\$3,500	\$3,409	\$58	\$33	
Medical Supplies	\$0	\$0	\$0	\$0	
Program Supplies	\$0	\$0	\$0	\$0	
Photocopy	\$0	\$0	\$0	\$0	
Raw Food	\$0	\$0	\$0	\$0	
Prepared Meals	\$1,024,027	\$1,007,947	\$10,080	\$6,000	
Vehicle (oil,gas, etc)	\$7,250	\$7,061	\$120	\$69	
Volunteer Meal Delivery	\$395,000	\$384,721	\$6,541	\$3,738	
	\$0	\$0	\$0	\$0	
C-6 Equipment/Other Direct Costs (Total)	\$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	\$1,910,695	\$1,871,542	\$24,763	\$14,390	\$0
Older Americans Act	\$1,342,785	\$1,317,291	\$17,142	\$8,352	
Units of Service	211,361	205,861	3,500	2,000	
Reimbursement Rate		\$6.40	\$4.90	\$4.18	
SSBG	\$38,000	\$35,720	\$380	\$1,900	
Units of Service	5,076	4,476	100	500	
Reimbursement Rate		\$7.98	\$3.80	\$3.80	
State	\$0				
Units of Service	0				
Reimbursement Rate					
Tobacco	\$0				
Units of Service	0				
Reimbursement Rate					
Program Income	\$134,910	\$133,810	\$700	\$400	
Units of Service	211,361	205,861	3,500	2,000	
Per Meal		\$0.65	\$0.20	\$0.20	
USDA Commodities	\$0				
Units of Service	0				
Per Meal					
Local	\$395,000	\$384,721	\$6,541	\$3,738	

Unit Cost Contract Budget

Agency: SACC/CITY FARE
 Program/Service: Home Delivered Nutrition Services
 Contract Year: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

SSBG	Mid-Day		Emergency		Medical		Modified & Therapeutic	TOTALS
	Meal		Meal		Food			
A. Unit Cost	\$7.98		\$3.80		\$3.80			
B. Planned Service Units	4,476		100		500			5,076
C. Total Resources Needed								
a. Maximum DSAAPD Resources (A x B)	\$35,720		\$380		\$1,900			\$38,000

OAA Programs (With Program Income)								
	Mid-Day		Emergency		Medical		TOTALS	
	Meal		Meal		Food			
A. Unit Cost	\$7.05		\$5.10		\$4.38			
B. Program Income per Unit of Service	\$0.65		\$0.20		\$0.20			
C. DSAAPD Reimbursement Rate (A x B)	\$6.40		\$4.90		\$4.18			
D. Planned Service Units	205,861		3,500		2,000		211,361	
E. Total Resources Needed:								
a. Maximum DSAAPD Resources (C x D)	\$1,317,275		\$17,150		\$8,360		\$1,342,785	
b. NSIP (Commodity Food)							\$0	
c. Program Income (B x D)	\$133,810		\$700		\$400		\$134,910	
d. 10% Matching Funds							\$149,198	
(E.a ÷ 0.9) - E.a								

Total Home Delivered Meals Contract Amount \$1,380,785

NUTRITION VALIDATION WORKSHEET

SACC/CITY FARE

HOME-DELIVERED NUTRITION

OCTOBER 1, 2016 - SEPTEMBER 30, 2017

Budget Items	TOTAL Nutrition Worksheets	Home Delivered	TOTAL Budget Worksheet	Validation
C-1 Staff Salaries	\$261,861	\$261,861	\$261,861	\$0
C-2 Staff Fringe Benefits	\$53,707	\$53,707	\$53,707	\$0
C-3 Travel/Training (Total)	\$21,000	\$21,000	\$21,000	\$0
Mileage = Rate X Miles	\$21,000	\$21,000	\$21,000	\$0
Training	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0
C-4 Contractual (Total)	\$136,100	\$136,100	\$136,100	\$0
Rent (include cost per sq. ft.)	\$22,000	\$22,000	\$22,000	\$0
Electricity	\$21,000	\$21,000	\$21,000	\$0
Heat	\$9,000	\$9,000	\$9,000	\$0
Telephone/Internet	\$4,000	\$4,000	\$4,000	\$0
Printing/Advertising	\$9,000	\$9,000	\$9,000	\$0
Postage	\$6,000	\$6,000	\$6,000	\$0
Insurance, Liability	\$16,000	\$16,000	\$16,000	\$0
Insurance, Auto	\$12,500	\$12,500	\$12,500	\$0
Repairs	\$5,500	\$5,500	\$5,500	\$0
Nutrition Services	\$11,000	\$11,000	\$11,000	\$0
Computer Network Services	\$10,500	\$10,500	\$10,500	\$0
Executive Director	\$5,100	\$5,100	\$5,100	\$0
Audit	\$4,500	\$4,500	\$4,500	\$0
C-5 Supplies (Total)	\$1,438,027	\$1,438,027	\$1,438,027	\$0
Office Supplies	\$8,250	\$8,250	\$8,250	\$0
Paper Supplies	\$3,500	\$3,500	\$3,500	\$0
Medical Supplies	\$0	\$0	\$0	\$0
Program Supplies	\$0	\$0	\$0	\$0
Photocopy	\$0	\$0	\$0	\$0
Raw Food	\$0	\$0	\$0	\$0
Prepared Meals	\$1,024,027	\$1,024,027	\$1,024,027	\$0
Vehicle (oil, gas, etc)	\$7,250	\$7,250	\$7,250	\$0
Volunteer Meal Delivery	\$395,000	\$395,000	\$395,000	\$0
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0
C-8 Total Budget	\$1,910,695	\$1,910,695	\$1,910,695	\$0
C-9 Total Budget w/o Local Cash & In-Kind	\$1,515,695	\$1,515,695	\$1,515,695	\$0

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

**APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)**

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*



**St. Anthony's Community Center/City Fare
Work Plan
October 1, 2016 through September 30, 2017
Title IIIC Congregate and Home-Delivered Meals
SSBG Home-Delivered Meals**

1. Service Definition

It has been well-documented that providing seniors with nutritious meals when they are no longer able to shop and cook for themselves helps them to remain living in their own homes, as opposed to institutional care.

Homebound:

Brown University; a study by their Shaping Long-Term Care in America Project (2012).

<http://news.brown.edu/pressreleases/2012/12/meals>

Quote: "For every \$25 per year per older adult above the national average that states spend on home-delivered meals, they could reduce their percentage of low-care nursing home residents compared to the national average by 1 percentage point."

Center for Effective Government; "Sequestering Meals on Wheels Could Cost the Nation \$489 Million per Year" (4/30/2013). <http://www.foreffectivegov.org/sequestration-and-meals-on-wheels>

Quote: "While across-the-board spending cuts that began March 1, called sequestration, are expected to reduce spending on Meals on Wheels programs this year by an estimated \$10 million, these savings will be dwarfed by at least \$489 million per year in increased spending on Medicaid, both this year and in each subsequent year that sequestration remains in place."

Congregate

The Administration on Aging discusses the effectiveness of providing seniors with "viable community living opportunities."

http://www.hhs.gov/recovery/reports/plans/pdf20100610/AoA_Congregate_Nutrition_Services%20June20June%202010.pdf

It is the mission of City Fare to help seniors maintain their health and independence by providing nutritious meals, nutrition education and counseling.

The following are excerpts from letters from our clients' families:

"Please accept this donation in memory of my father. He passed away on November 22. He looked forward to seeing the volunteers who would deliver the meals. Some days, when we forgot to tell you he was not home, your staff was always calling to make sure all was okay when he did not answer the door. That concern was much appreciated."

“My mom, who is 89 years old fell in August and was placed in a care facility for rehabilitation. Ten days later she was sent home – which is where she wanted to go. She lives alone in an apartment. She could not still be living independently if were not for City Fare. On mom’s behalf, I thank each and every one of you who make a real difference in the lives of many.”

2. Service Unit

Congregate

Midday meals will be served at lunchtime to eligible participants. Midday meal options include a hot meal or a salad. Evening meals are regularly served two days per week at St. Anthony’s Senior Center and at other sites upon request for special events. All meals are composed to meet DSAAPD Nutrient Analysis Guidelines as stated in the Service Specifications. Midday meals served at Ingleside will conform to Menu Format stated in the Service Specifications. Midday meals served at the Jewish Community Center are kosher meals and conform to Menu Format stated in the Service Specifications. Midday meals served at the Chinese American Community Center are ethnically appropriate meals and conform to Menu Format stated in the Service Specifications. Midday meals served at the Indo American Association of Delaware are ethnically appropriate meals and conform to Menu Format stated in the Service Specifications.

Home-Delivered

Midday meals will be delivered to the homes of eligible participants at lunchtime. For those that need them, a supplemental cold meal is also provided. Some also receive bag suppers for the weekend which are delivered on Fridays. All meals are composed to meet DSAAPD Nutrient Analysis Guidelines as stated in the Service Specifications. Midday meals provided by the Kutz Home are kosher meals and conform to Menu Format stated in the Service Specifications. Medical Foods are provided to select clients who have a doctor’s verification that they cannot tolerate solid foods as per DSAAPD policy.

Nutrition Intervention services including nutrition screening, education and counseling are provided to Congregate and Home-Delivered participants as appropriate and per policy.

3. Service Goal

For FY2017, the service goal is to serve 181,000 meals in the Congregate program and 217,261 meals in the Home-Delivered program. All targets are based on actual FY2016 year to date meals served, program costs and available resources. These meals will be provided to approximately 4,000 people in the congregare program and 1,430 people in the home-delivered program.

4. Service Area (Geographical)

Home-Delivered meals will be served throughout New Castle County, excluding the City of Newark which is served by Newark Senior Center; and New Castle County south of Townsend, which is served by the Modern Maturity Center. Congregate meals will also be served throughout the county, at senior centers currently providing congregate meal service through OAA - Title III. The city of Newark and sites in southern New Castle County are again excluded.

5. Service Location

Home-Delivered meals are picked up by volunteers and paid drivers at eight sites throughout the county and at five senior centers in the city. Sites are strategically located as to ensure that no delivery route is longer than one and a half hours in duration. Meals are then delivered to the homes of elderly homebound citizens.

Congregate meals will be served at twenty-eight senior centers and senior housing complexes throughout the county at the centers listed below.

Site	Address	Available Space (Sq Ft)	Accessibility	Days and Hours of Operation
Absalom Jones	310 Kiamensi Road	1,800	ramp	M-F 9-3
Brandywine	3301 Green Street	800	ramp	MTWF 9-3
C & D	100 Liberty Terrace	2,000	flat entrance & interior	M-F 9-2
CACC	1313 Little Baltimore Rd	3,000	flat entrance & interior	W 10-4
Christiana Care	700 Lea Blvd- 1st Floor, Main Bldg	1,400	ramp	M-F 9-3
Claymore	504 S. Clayton St.	2,000	ramp	M-F 930-3
Compton Towers	325 E. 5th Street	1,000	elevator	M-F 10-2
Delawarr	19 Lambson Lane	800	ramp	M-F 9-3
Ingleside	1005 N. Franklin St	2,000	ramp & elevator	M- Su 9-6
Jewish Community Center	101 Garden of Eden Road	1,605	flat entrance, ramps in interior	M-F 10-2
Jimmy Jenkins	2300 Bowers St	1,500	flat entrance & interior	M-F 9-4

M.O.T.	300 S. Scott St	2,500	ramp & elevator	M-F 830-4
Maplewood	501 S. Rodney St.	300	elevator	M-F 10-2
Mid-County	First Regiment Road	2,000	ramp	M-F 9-3
Mt. Joy	451 Townsend St	700	ramp	MWF 9-2
New Castle	400 South Street	1,800	ramp	M-F 9-3
Oak Grove	11 Poplar Avenue	1,500	ramp	M-F 830-2
Parkview Apartments	1800 N. Broom St.	800	elevator	M-F 9-2
People's Settlement	408 E. 8th St	1,000	flat entrance & interior	M-F 930-2
Sacred Heart	922 Madison St	1,000	ramp & elevator	M-F 10-2
Salvation Army	102 W. 5th St	1,767	flat entrance & interior	M-F 9-3
Sellers	500 Duncan Road	1,743	ramp	M-F 830-230
St Anthony's	1703 W. 10th St	2,000	ramp & elevator	MWF 8-4, Tu & Th 8-8, Sa 10-2, Su 1030-230
St Patrick's	107 E 14th St	2,000	flat entrance & interior	M-F 9-3, Sa & Su 10-2
Terry Apartments	2400 N. Broom St.	300	elevator	M-F 10-2
West Center City	501 N Madison St	1,000	elevator	M-F 930-2
Wilmington	1901 N. Market St	1,200	ramp	M-F 930-2
Woodlea Apartments	5500 Fairmont Drive	1,500	ramp & elevator	M-F 930-2

6. Eligibility

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required. The Home Delivered Nutrition Criteria Guide will be used in addition to the NAPIS form to document the eligibility of Title III funded and SSBG funded Home-Delivered meals participants.

*Administered by St. Anthony's Community Center, Inc.
City Fare welcomes anyone 60+ regardless of race, creed, national origin, or handicap.*

7. Describe how you plan to meet the service standards listed in the program's service specifications:

Congregate 7.1 – 7.2

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Congregate 7.3

All clients who are provided a congregate meal complete a NAPIS Intake form in the same month that they are counted as new in the program to verify eligibility by age, marriage or living status.

Congregate 7.4

Sites and hours of operation are listed in Section 5.

Congregate 7.5

A link to the ADRC website is provided on www.cityfare.org. Several of the sites that provide meal service are also Caregiver Resource Centers and provide ADRC information as well.

Congregate 7.6

The senior and community centers that serve congregate meals provide both program outreach and client information and assistance. Nutrition education is provided quarterly at meal sites by City Fare's Registered Dietitian. Group counseling is provided in quarterly Diabetes Support Groups and/or Weight Management Groups. Individual counseling is provided following groups sessions during "Ask the Dietitian" sessions.

Congregate 7.7

City Fare and individual senior centers work provide SNAP information and also work with the Food Bank of Delaware's SNAP Outreach program.

Congregate 7.11

All clients are asked to complete a meal satisfaction survey in the second and fourth quarter each year – one for each menu set. This feedback is used to write menus and change procedures and/or menu items to increase client satisfaction, to the extent possible. At meetings attended by participants from meal sites potential new menu items are offered for taste testing to gauge acceptability before they are served.

Congregate 7.12

Sign in sheets that document the names of participants who ate a meal for each day at each meal site are used to create monthly invoices and are kept on file according to DSAAPD policy.

Congregate 7.13

All clients who are provided a congregate meal complete a NAPIS Intake form in the same month that they are counted as new in the program to verify eligibility by age, marriage or living status.

Congregate 7.14

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to all DSAAPD Service Specifications. Continual efforts are made to improve program operations through staff and volunteer training and the development of risk management policies within the agency. All site staff attend monthly training sessions to meet Site Certification Program Requirements. Documentation of training topic and attendance are available.

Congregate 7.15

Nutrition Screening will be completed per DSAAPD policy using the DETERMINE form. Registered Dietitian will conduct necessary follow up for all high-risk clients, as appropriate.

Congregate 7.16

The age requirement for membership at senior centers starts at 50 to 55. Those under age 60 are offered a meal and pay the full cost of the meal. These meals are not included in the invoice to DSAAPD.

Congregate 7.17

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to the most recent FDA Food Code, specifically time and temperature as it relates to food safety.

Congregate 7.18

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Monitoring will be conducted by Project Director, Assistant Project Director, Food Service Supervisor and Registered Dietitian for all vendors and congregate nutrition sites. Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites.

Congregate 7.19

Competitive bid procedures are followed when sub-contractors are selected.

Congregate 7.20

All contracts with signature are on file and available for review.

Congregate 7.21

USDA Commodities are not utilized.

Congregate 7.22

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required.

Congregate 7.23

Medical foods are offered through the home-delivered meals program.

Congregate 7.24-7.29

Menu planning with food vendors will be completed by Project Director and Registered Dietitian.

All City Fare menus meet current DSAAPD requirements based on the 2010 Dietary Guidelines.

City Fare currently serves two sets of menus, each with its own 5 week menu cycle.

Menu analysis of cycle menu will be completed per contract with food vendors to ensure that all meals served meet federal and DSAAPD meal requirements. Menu analysis will include criteria based on DRI's for older Americans. Cycle menu will be reviewed per DSAAPD menu analysis policy by Registered Dietitian as well as vendors' Registered Dietitians as is currently practiced.

All menus are composed during the menu planning process to meet strict cost and budget requirements in addition to nutrient requirements.

Those sites/vendors with a small volume of meals will continue to serve meals based on menu format, and will not be required to submit a complete nutrient analysis. These smaller vendors are utilized to provide ethnically diverse meals to participants. This includes kosher meals for congregate and home-delivered clients.

Changes to menu cycle are submitted to DSAAPD as they occur.

Congregate 7.30-7.32.6

All community centers and senior housing facilities that are a part of the City Fare program sign a Memorandum of Agreement annually. The criteria listed in this specification are included in the MOA and all sites are in compliance.

Congregate 7.34 – Prohibited Activities

Meals that do meet DSAAPD requirements are not submitted for reimbursement. The only services that are provided are nutrition education and counseling. City Fare serves meals to those who are eligible, regardless of their inability or willingness to provide a donation. Take out meals are not provided in addition to a regular meal.

Congregate 7.35 – Staffing Requirements

Current CITY Fare Project Director, Erica Porter, is a graduate of the Nutrition and Dietetics program of the University of Delaware and has completed graduate credits at the National Institutes of Health through the Foundation for Advancement of Education in the Sciences and at the University of Delaware in Public Administration. She has administered the CITY Fare nutrition project since April 2001, managing all operations of the program.

CITY Fare employs a Registered and Licensed Dietitian through contract.

Home-Delivered 7.1

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Home-Delivered 7.2

CITY Fare will continue to assess client's eligibility to receive Home-Delivered Meals based on the criteria presented in section 6 during an initial interview at each prospective client's home. Interview will take place within three days of client referral. Meal delivery will begin on the Monday following the initial assessment, provided that the prospective client meets all eligibility requirements as established by DSAAPD

Home-Delivered 7.3

Home-delivered meals are provided to eligible clients Monday through Friday. All clients receive a daily hot meal. For those who need it cold supplemental meals are delivered for consumption during the week or on the weekend.

Home-Delivered 7.4 and 7.6

A link to the ADRC website is provided on www.cityfare.org. In the in-home assessment interview clients are provided with information regarding other needed services including the Guide to Services for Older Delawareans, NCCo Senior Roll Call, transportation and housekeeping services. City Fare also provides information to clients regarding the Food Stamp Outreach Program operated by the Food Bank of Delaware to those who qualify.

Home-Delivered 7.5

Adult Protective Services will be notified if CITY Fare staff feels that a participant may be in imminent danger.

Home-Delivered 7.8

Volunteer recruitment is an on-going activity and a priority for the Volunteer Coordinator.

Home-Delivered 7.9

Project Income funds are a part of the budget and are subtracted from the DSAAPD reimbursement rate.

Home-Delivered 7.10

USDA Commodities are not utilized.

Home-Delivered 7.11

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Home-Delivered 7.12

All clients are asked to complete a meal satisfaction survey in the second and fourth quarter each year – one for each menu set. This feedback is used to write menus and change procedures and/or menu items to increase client satisfaction, to the extent possible. At meetings attended by participants from meal sites potential new menu items are offered for taste testing to gauge acceptability before they are served.

Home-Delivered 7.13

Service records are documented in the client database and kept for 6 years from date of service per DSAAPD policy.

Home-Delivered 7.14

Nutrition Screening forms are updated annually at reassessment home visits and are reviewed by the Registered Dietitian.

Home-Delivered 7.15-7.19

Menu planning with food vendors will be completed by Project Director and Registered Dietitian.

All City Fare menus meet current DSAAPD requirements based on the 2010 Dietary Guidelines.

City Fare currently serves two sets of menus, each with its own 5 week menu cycle.

Menu analysis of cycle menu will be completed per contract with food vendors to ensure that all meals served meet federal and DSAAPD meal requirements. Menu analysis will include criteria based on DRI's for older Americans. Cycle menu will be reviewed per DSAAPD menu analysis policy by Registered Dietitian as well as vendors' Registered Dietitians as is currently practiced.

Those sites/vendors with a small volume of meals will continue to serve meals based on menu format, and will not be required to submit a complete nutrient analysis. These smaller vendors are utilized to provide ethnically diverse meals to participants. This includes kosher meals for congregate and home-delivered clients.

Changes to menu cycle are submitted to DSAAPD as they occur.

Home-Delivered 7.20

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Monitoring will be conducted by Project Director and/or Assistant Project Director and Food Service Supervisor for all vendors and congregate nutrition sites. Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites.

Home-Delivered 7.21

Competitive bid procedures are followed when sub-contractors are selected.

Home-Delivered 7.22

All contracts with signature are on file and available for review.

Home-Delivered 7.23-7.24

All meals are prepared fresh. No excess food is utilized.

Frozen meals utilized for holidays conform to DSAAPD Menu Format. Frozen meal entrees and fresh condiment bags are provided and follow the same service temperature guidelines as do regular cycle meals.

Home-Delivered 7.5

Food containers and utensils are provided upon request.

Home-Delivered 7.26

Emergency meals are provided early in the winter season before the first snowfall to ensure that clients have a meal in the event that City Fare is unable to deliver meals due to a weather emergency.

Home-Delivered 7.27

Kosher meals are provided for those who require them.

Home-Delivered 7.28

Diet orders are obtained for all participants and are updated annually as part of the reassessment process.

Home-Delivered 7.29

Chopped meals are provided to those who have difficulty chewing and swallowing. These meals follow the regular menu cycle and are texture modified.

Home-Delivered 7.30-7.32

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to the most recent FDA Food Code, specifically time and temperature as it relates to food safety.

Home-Delivered 7.33

CITY Fare does not contract with outside organizations to perform nutrition assessments.

Home-Delivered 7.34

Along with the donation statement, clients receive the CITY Fare Update each month. This is a newsletter providing information on food safety, healthy eating, dehydration during summer months and other related health and nutrition topics.

Home-Delivered 7.36

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required.

Congregate 7.37 – Prohibited Activities

Meals that do meet DSAAPD requirements are not submitted for reimbursement. The only services that are provided are nutrition education and counseling. City Fare serves meals to those who are eligible, regardless of their inability or willingness to provide a donation.

Congregate 7.38-7.40 – Staffing Requirements

Current CITY Fare Project Director, Erica Porter, is a graduate of the Nutrition and Dietetics program of the University of Delaware and has completed graduate credits at the National Institutes of Health through the Foundation for Advancement of Education in the Sciences and at the University of Delaware in Public Administration. She has administered the CITY Fare nutrition project since April 2001, managing all operations of the program.

CITY Fare employs a Registered and Licensed Dietitian through contract.

8. Describe agency's internal program evaluation and monitoring process:

Monitoring of nutrition sites and food vendors will continue to be conducted per DSAAPD Policy and Procedure by Project Director and/or Assistant Project Director and Food Service Supervisor.

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites. Appropriate follow up will be conducted to ensure food safety as needed.

A project self-assessment is completed as needed to identify opportunities for improvement.

9. Describe the ways volunteers are utilized in the program:

Volunteers are absolutely vital to the effective management of the program.

In congregate meal program, senior center members volunteer to help Site Managers serve meals and clean up after meal service. City Fare is an RSVP station as an incentive for volunteer participation.

On any given weekday at lunchtime there are about 60 people volunteering to deliver meals to City Fare homebound clients.

City Fare will continue to use volunteers each weekday to deliver hot meals and a friendly visit to the elderly, homebound meal recipients.

Large corporations that provide volunteers to deliver meals include DuPont, WSFS Bank, M&T Bank, Citibank, Delmarva Power, Capitol One, and JPMorgan Chase.

Corporate volunteer groups comprise about 500 people; church groups comprise about 500 people and civic groups comprise about 500 people. A total of about 1,500 people collectively volunteer to deliver meals in New Castle County.

The total value of the service of our volunteer corps is approximately \$395,000 annually. Their services are leveraged to be able to serve more meals to the elderly in New Castle County.



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-60

CATS Sys Doc ID: 021721-0000-0000

PROFESSIONAL SERVICES AGREEMENT For HOME-DELIVERED NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and Modern Maturity Center, (the "Vendor"), with offices at 1121 Forrest Avenue, Dover, DE 19904.

WHEREAS, Delaware desires to obtain certain services for Home-Delivered Nutrition.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendices D & H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.
- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of

either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C. Work will not exceed the fixed fee amount of \$1,337,833.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-60 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: **brian.bayley@state.de.us**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

- 6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* ' 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

14.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

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

20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in

breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* ' 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – Room 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

Modern Maturity Center
1121 Forrest Avenue
Dover, DE 19904

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

Signature on File

Witness

For the Department:

[Signature]

Rita M. Landgraf, Secretary

9/16/16

Date

Signature on File

Witness

For the Division:

Signature on File

/ for Lisa Bond, Director, DSAAPD

8-10-16

Date

For the Contractor:

Modern Maturity Center
1121 Forrest Avenue
Dover, DE 19904

Signature on File

Witness

Signature on File

Carolyn Fredericks, Exec. Director

8/4/16

Date

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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 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 upon request.
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). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: 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 Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
Signature on File
By: _____
Name: Albert W. Griffith
Title: Deputy Director
Date: 8-10-16

Business Associate
By: Modern Maternity Center
Name: Signature on File
Title: President / CEO
Date: 8/4/16

APPENDIX C: *Service Specifications*



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Home-Delivered Nutrition
Services Specifications**

Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
10/27/2015	6.8	Deleted: <i>or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide. (Attachment H)</i>
10/27/2015	6.8.1	Added entire section
10/27/2015	7.2	Added: <i>and must be documented on file for DSAAPD review.</i>
11/13/2015	6.8.1	Redefined
2/8/2016	G	Revised Attachment G



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and
Adults with Physical Disabilities

Home-Delivered Nutrition Services Specifications

1.0 SERVICE DEFINITION

- 1.1 Home-delivered nutrition services provide meals and related nutrition services to older individuals that are homebound. According to the Administration on Aging (AOA), home-delivered nutrition services are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services. Home-delivered nutrition services are also an important service for many family caregivers by assisting family members with their caregiving responsibilities and, for some, helping them maintain their own health and personal well-being.
- 1.1.1 Home-Delivered Nutrition 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). (See Attachment A).
<http://www.health.gov/dietaryguidelines/>
<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>
- 1.1.1 Nutrition intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention".
<http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf>
Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.
<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** – The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD. (See Attachment A)
<http://www.health.gov/dietaryguidelines/>

Approved Meal Unit Types

- 2.1.1 **Meal** - a meal that meets the Section 2.1 definition above.
- 2.1.2 **Emergency Meal** – a meal that consists of shelf-stable items which are provided to participant for use when the nutrition program is unable to deliver meals due to weather related and/or other unforeseen emergencies. NOTE: Shelf-stable foods that do not need refrigeration in order to be safe can be kept at room temperature until their "use-by" date. For best quality, store them in clean, dry, cool (below 85 degrees F) cabinets away from the stove or appliance (such as refrigerator) exhaust).



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- 2.1.3 Medical Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed and registered dietitian/nutritionist (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be available to participants (refer to DSAAPD Policy on Medical Foods to Homebound Clients – Policy X-V-23). Assessment and follow-up by a dietitian is required.
- 2.1.4 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.
- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.
 - 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).
 - 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.14).
 - 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.14 and 7.36).
 - 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.
 - 2.2.5 Information and referral services must be made available to home delivered nutrition services clients including services outlined in Sections 7.4 and 7.6.
- 2.3 Other activities that support home-delivered nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

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.



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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

Title III-C Funded Home-Delivered Nutrition Services

- 6.1 Home-Delivered Nutrition Services funded by Title III-C will be made available to persons age 60 or over who are homebound by reason of illness, incapacitating disability or are otherwise isolated according to DSAAPD's Home Delivered Nutrition Criteria Guide (Attachment H) and DSAAPD Policy Manual for Contracts-Nutrition, Homebound Meals Criteria X-V-21.
- 6.2 The spouse of an older person may also receive a home-delivered meal if it is in the best interest of the homebound older person and the provision of the meal will not prevent service delivery to more needy individuals.
- 6.3 Meals may be made available to individuals with disabilities under age 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 nutrition services. (In order to receive services under this provision, individuals must provide proof of Social Security Disability Insurance coverage.)
- 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.
- 6.6 Income shall not be criteria for eligibility.
- 6.7 There shall be no time limit on length of service.

SSBG Funded Home-Delivered Nutrition Services

- 6.8 Home-Delivered Nutrition services funded by Social Service Block Grant (SSBG) will be made available to persons between the ages of eighteen (18) and fifty-nine (59) who are homebound by reason of physical disability.
 - 6.8.1 For the purposes of Home-Delivered nutrition physical disability would be defined as a disability that is anticipated to last 12 months or longer and that includes at least one Activity of Daily Living (ADL) deficit that impacts the individual's ability to live independently. ADL's include bathing, walking, dressing, toileting, bowel/bladder control, transferring, and eating.

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- 6.9 The potential participant must be a U.S. citizen or legal alien, per the [DSAAPD Policy Manual for Contracts](#) (Section X-O – SSBG Alien Verification Procedure).

7.0 SERVICE STANDARDS - Title III & SSBG Funding

- 7.1 The provider must develop and maintain policies and procedures pertaining to the delivery of Home Delivered Nutrition services.
- 7.2 Eligibility determination for home-delivered nutrition services applicants must be based on the criteria presented in section 6.0, and must be documented on file for DSAAPD review.
- 7.3 Home-delivered meals must be made available at least five (5) days per week according to participant needs.
- 7.4 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.5 Appropriate officials must be notified when conditions or circumstances place a service recipient or household member in imminent danger.
- 7.6 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
<http://www.fns.usda.gov/snap/supplemental-nutrition-assistance-program-snap>
- 7.7 Outreach must be conducted as necessary to reach the target population (See 6.5).
- 7.8 Efforts must be made to recruit volunteers to assist in service delivery.
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.
- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.11.1 Fiscal Management
 - 7.11.2 Food Service Management
 - 7.11.3 Safety and Sanitation
 - 7.11.4 Staff Responsibilities
- 7.12 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed by DSAAPD.
- 7.13 Providers must maintain service records, including names of participants and date(s) of service and report Homebound Service Units (Attachment E) quarterly to DSAAPD for monitoring and tracking purposes.
- 7.14 Providers must conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (See Attachment E).
http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf
Participants identified as “high-risk” must be referred to the provider Dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian.
- 7.15 Providers must develop a cycle menu.
- 7.16 The provider’s dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see




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- Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption (Attachment C).
- 7.17 The applicable food standards are described and hereby attached (Attachment B).
- 7.18 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.19 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.20 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.
- 7.21 When the meal service is subcontracted for amounts over \$15,000, the provider must follow competitive bid procedures.
- 7.22 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.
- 7.23 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 State of Delaware Food Code guidelines <http://dhss.delaware.gov/dhss/dph/hsp/files/ofpcode14toc.pdf> and delivered frozen to the participant. The meal composition, as served, must meet DSAAPD guidelines for nutrient adequacy (See Attachment A). No other use of excess food can be incorporated into a reimbursable meal.
- 7.24 Providers must develop policies and procedures surrounding the use of planned frozen meals. All steps in food preparation, freezing and serving must adhere to the most recent State of Delaware Food Code.
- 7.25 Food containers and utensils for persons with disabilities, including persons with visual impairments, must be made available for use upon request to the greatest extent possible.
- 7.26 The provider must establish a plan for the delivery/availability of meals to participants in weather-related emergencies.
- 7.27 Special menus may be served to meet the particular dietary needs arising from religious requirements or ethnic backgrounds of eligible individuals.
- 7.28 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.
- 7.29 Special diets must be planned, prepared and served under the supervision of and/or in consultation with the project's dietitian.
- 7.30 In purchasing food and preparing and delivering meals, proper procedures must be followed to preserve nutritional value and food safety and be in compliance with the most recent Delaware State Food Code guidelines.
- 7.31 Food service staff must be trained in and adhere to the most recent State of Delaware Food Code.
- 7.32 Delivery time for foods must not exceed four (4) hours.
- 7.33 If the provider coordinates with another organization to perform nutrition assessments, a written agreement between the provider and the outside organization must be developed.

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- 7.34 Information and activities must be provided to homebound persons that will promote improved nutrition and health.
- 7.35 In the event that a program participant is unable to receive services due to a hospitalization or other issue, the provider may allow the participant to stay active up to 45 days. After 45 days, the participant must be terminated from the program and may be re-enrolled in the program once they are able to accept services (refer to DSAAPD Policy on Homebound Meals Criteria X-V-21).

Service Standards – Title III Funding ONLY

- 7.36 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.

Prohibited Activities

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

Staffing Requirements

- 7.38 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.39 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 WAITING LISTS

- 8.1 When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided or until the applicant no longer desires services. The waiting list must be managed in accordance with DSAAPD Policy Manual for Contracts, Policy Number X-K, Participant Service Waiting Lists. In all cases, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g., in writing and available for review).

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9.0 INVOICING REQUIREMENTS

- 9.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-026 for SSBG funded program participants, and Invoicing Workbook IW-027 for Title III funded program participants, pursuant to the DSAAPD Policy Manual for Contracts, Policy Number X-Q, and Invoicing.

10.0 DONATIONS – Title III Funded Services Only

- 10.1 Participants, family members, and/or caregivers must be informed of the cost of providing the home-delivered nutrition service and must be offered the opportunity to make voluntary contributions to help defray the cost, thereby making additional service available to others.
- 10.2 No eligible participant will be denied service because of his/her inability or failure to contribute to the costs.
- 10.3 Providers must have procedures in place to:
- 10.3.1 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.
 - 10.3.2 Protect their privacy with respect to the contribution/donation.
 - 10.3.3 Safeguard and account for all donations.
 - 10.3.4 Use the contributions to expand services.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** Emergency Meals (as defined in 2.1.2) 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.)

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 may be provided.

Note: combinations of protein foods can be used to serve the ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICES**

Signature of Dietitian

Registration Number

Print Name

Contact Phone Number/Email

Address

Nutrition Program Director

Contact Phone Number/Email

Address

1. This menu must consist minimally of a four (4) 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, dysphagia, renal 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.

MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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 $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 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 food preferences or intolerances.
 - 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 $\geq 1/2$ 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

*Home Delivered Nutrition Services and new case management will be completed by an outreach worker.

Read the statements below. Circle the number under the column for the answer which applies.

Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered nutrition or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

- | | | | |
|-------------------------|----------------------------|----------------------------|----------------------------|
| 1. Bathing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Dressing | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Transferring/Walking | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Toileting | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Eating | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

- | | | | |
|------------------------|----------------------------|----------------------------|----------------------------|
| 1. Using the Telephone | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 2. Shopping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 3. Preparing Meals | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 4. Housekeeping | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 5. Taking Medications | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |
| 6. Finance & Money | I <input type="checkbox"/> | A <input type="checkbox"/> | D <input type="checkbox"/> |

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F**DELAWARE HEALTH AND SOCIAL SERVICES***Division of Services for Aging and Adults with Physical Disabilities***National Aging Program Information System (NAPIS) Required Data Collection**Update Client ☐New Client ☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:	Work Phone:	Cell Phone:	
()	()	()	
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID	<input type="checkbox"/> Medicare Card	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level	<input type="checkbox"/> Below Poverty Level		<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Refused to Answer	<input type="checkbox"/> Missing (not provided)		
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse	<input type="checkbox"/> Social Security Disability	<input type="checkbox"/> Volunteer	<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian	<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Hispanic or Latino	
<input type="checkbox"/> Black/African American	<input type="checkbox"/> Native Hawaiian/Pacific Islander	<input type="checkbox"/> Not Hispanic or Latino	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Non-Minority (White, not of Hispanic Origin)	<input type="checkbox"/> Unavailable/Unknown	
<input type="checkbox"/> Other	<input type="checkbox"/> Unavailable/Unknown		
Emergency Contact Name:	Emergency Contact Phone:	Emergency Contact Relationship:	
	()		

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____

Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Homebound Service Units	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter	Total
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.					
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.					
C. Enter the number of medical food meals (2 cans = 1 meal).					
D. Enter the number of therapeutic/modified meals.					
E. Enter total number of nutrition screenings obtained.					
1. Enter the total number of unduplicated nutrition screenings					
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).					
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).					
F. Enter the number of nutrition articles or newsletters that contain nutrition education written for homebound clients - One newsletter written in each Jan, Feb, Mar. = 3). ('other services')					
G. Enter the number of total individual nutrition counseling sessions completed for homebound clients.					
1. Number of these at high nutritional risk.					
2. Total Time Units (15 min = 1 unit).					
H. Number of training sessions offered to staff/ volunteers.					
I. Number of outreach workers contacts.					
1. Number of assessments to determine eligibility for homebound meals.					
2. Number of eligible clients for homebound meals.					
3. Number of re-assessments to determine eligibility for homebound meals.					
4. Number of eligible clients reassessed to need homebound meals.					

Definitions to Home Delivered Nutrition Report – (Attachment G)

- a. Unduplicated participants
- b. Total meals served
- c. Total medical foods (canned supplements)
- d. Total number modified meals
- e. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion – especially in congregate centers – is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
 - a. High Nutritional Risk (defined):
 - b. High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- f. Nutrition articles/Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. *For example* if one nutrition article is written in each month of the quarter then you will report 3 under F.
- g. Nutrition counseling/individualized nutrition education: (per participant)
 - a. *Individualized guidance* to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). *For example*, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or higher on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (G), 9 (G1), 40 (4 units x 10 counseling sessions) (G2).
- h. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.
- i. Number or Outreach Workers Contacts: Please report the number of initial assessments(11), initial assessments deemed to be eligible (12), reassessments (13), and reassessments deemed to be eligible (14) per quarter.

(Note: *Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many – if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know – at this time nutritional assessments do not need to be reported.*)

Attachment H

Home-Delivered Nutrition Services Criteria Guide

Home-Delivered Nutrition Services Criteria Guide												
I. ADL's (Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0 =none 3=moderately impaired 5=severely impaired												
a. bathing	0	1	2	3	4	5						
b. walking	0	1	2	3	4	5						
c. dressing	0	1	2	3	4	5						
d. toileting	0	1	2	3	4	5						
e. bowel/bladder control	0	1	2	3	4	5						
f. transferring	0	1	2	3	4	5						
g. eating	0	1	2	3	4	5						
II. IADL's (Independent Activities of Daily Living)												
Please score severity of impairment on a scale of 0-5:												
0=none 3=moderately impaired 5=severely impaired												
a. use telephone	0	1	2	3	4	5						
b. prepare own meals	0	1	2	3	4	5						
c. light housekeeping	0	1	2	3	4	5						
d. getting to places outside of home	0	1	2	3	4	5						
e. following medication directions	0	1	2	3	4	5						
f. managing own finances	0	1	2	3	4	5						
III. Prior Nursing Home (or Rehabilitation Facility) Admission												
a. within past year						5						
b. within past 5 years						3						
c. greater than 5 years ago						1						
d. never						0						
Subtotal page 1												

(HDNS Criteria Guide page 2)										
IV. Cognitive Impairment (0=never 1=sometimes 3=often)										
a. Do you forget to eat?	0	1	3							
b. Do you ever begin cooking and then forget you started?	0	1	3							
c. Is preparing food confusing or mentally challenging?	0	1	3							
V. Diagnosed Mental Disorder (bipolar, schizophrenia, anxiety d/o, etc.)										
Please score if <i>actively problematic and interferes with</i> the ability to shop, prepare or eat meals:										
0=not a problem 3=sometimes a problem 5=often a problem	0		3 5							
VI. Living Arrangement/Caregiver Availability/Meal Support										
Please score degree of supportive care available (in regard to meals):										
0=always 1=sometimes 3=no support available	0	1	3							
VI. Annual Income										
a. at or below current poverty level			3							
b. above the current poverty level	0									
VII. Prior Acute Care Hospitalization										
a. Within past 0-4 weeks			5							
b. Within past 1-3 months			3							
c. Within past year		1								
d. Prior to 1 year ago/never	0									
VIII. Age										
a. 91+			5							
b. 76-90			3							
Subtotal page 2										

(HDNS Criteria Guide page 3)													
XIV. Health													
Please score if <i>actively problematic and interferes with</i>													
the ability to shop, prepare or eat meals:													
0=not a problem 3=sometimes a problem 5=often a problem													
a. diabetes (brittle and uncontrolled)	0	1	2	3	4	5							
b. hypo or hypertension/heart disease (CHF, cardiomyopathy, etc.)	0	1	2	3	4	5							
c. cancer	0	1	2	3	4	5							
d. stroke	0	1	2	3	4	5							
e. COPD	0	1	2	3	4	5							
f. renal failure/dialysis	0	1	2	3	4	5							
g. neurological (tremors/palsy/seizure disorder)	0	1	2	3	4	5							
h. physically debilitating condition (please specify): _____	0	1	2	3	4	5							
i. blind or visually impaired	0	1	2	3	4	5							
XV. Fall Risk													
Scoring: 0=no risk 3=moderate risk 5=high risk	0	1	2	3	4	5							
XVI. <60 Recognized Spouse	N	O			YES								
XVII. <60 SSI Living in Home	N	O			YES								
XVIII. Eligible Spouse >60	N	O			YES								
Subtotal page 3													

(HDNS Criteria Guide page 4)									
XIX. Outreach Worker Additional Thoughts/Comments:									
1. Do you believe client would benefit from socialization at senior center? comments:		NO	YES						
2. Does client need transportation? _____		NO	YES						
3. Do you believe HDNS are needed? _____ why/why not:		NO	YES						
4. Other comments/assessment? _____									
Subtotal page 1									
Subtotal page 2									
Subtotal page 3									
TOTAL SCORE									
(Suggestion: <20 refer to Congregate, 21-40 trial, >40 HDM recommended)									
Recommended for HDM (y=yes, n=no)									
Signed/initialed									

Client Name: _____
Initial Date of Assessment: _____

APPENDIX D: *Contract Budget*

BUDGET WORKSHEET

MODERN MATURITY CENTER, INC.

MANNA MEAL PROGRAM - HOMEBOUND & SSBG

10/1/2016 - 9/30/2017

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
C-2 Staff Fringe Benefits	\$727,723	\$492,062	\$26,128	\$0	\$0	\$116,769	\$92,764		
C-3 Travel/Training (Total)	\$167,376	\$113,174	\$6,009	\$0	\$0	\$26,857	\$21,336		
Mileage = Rate \$0.00 X 0000	\$13,708	\$13,391	\$317	\$0	\$0	\$0	\$0		\$0
Training	\$13,135	\$12,843	\$292						
Other (specify)	\$573	\$548	\$25						
C-4 Contractual (Total)	\$124,372	\$123,482	\$890	\$0	\$0	\$0	\$0		\$0
Rent (include cost per sq. ft.)	\$0								
Electricity	\$13,140	\$12,990	\$150						
Heat	\$10,307	\$10,157	\$150						
Telephone/Internet	\$4,049	\$3,984	\$65						
Utilities Other	\$7,946	\$7,895	\$51						
Printing/Advertising	\$582	\$576	\$6						
Postage	\$1,438	\$1,413	\$25						
Insurance	\$5,596	\$5,418	\$178						
Repairs	\$26,150	\$26,011	\$139						
Equipment Lease	\$7,931	\$7,866	\$65						
Hiring Checks	\$617	\$586	\$31						
Maintenance/Repairs	\$46,616	\$46,586	\$30						
C-5 Supplies (Total)	\$617,058	\$550,524	\$11,856	\$0	\$0	\$0	\$0	\$54,678	\$0
Office Supplies	\$2,356	\$2,256	\$100						
Paper Supplies	\$0								
Medical Supplies	\$0								
Program Supplies	\$79,044	\$78,722	\$322						
Photocopy	\$0								
Raw Food	\$467,473	\$402,260	\$10,535						
Prepared Meals	\$12,300	\$12,000	\$300						
Vehicle (oil, gas, etc)	\$6,208	\$5,847	\$361						
Expendibles	\$49,677	\$49,439	\$238						
Other (specify)	\$0								
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Other (specify)	\$0								
Other (specify)	\$0								
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
C-8 Total Budget	\$1,650,237	\$1,292,633	\$45,200	\$0	\$0	\$143,626	\$114,100	\$54,678	\$0
C-9 Total Budget w/o Local Cash / In Kind	\$1,506,611								

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - HOMEBOUND & SSBG 10/1/2016 - 9/30/2017

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

C-1 Staff Salaries

Amount charged to DSAAPD \$518,190

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

Salaries and fringe benefits were allocated based on actual wages with Project Income supplying the additional fringe benefits for Obama Care and Workman's Compensation increases. A portion of support positions (such as Accounting, etc.) are also included in the budget.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$119,184

Fringe Benefits Rate 23%

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.

Full time fringe benefit rates: FICA is 7.65%, Health and/or TDA is 13.0%, Retirement is 5%, and Workman's Compensation is 3. %.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - HOMEBOUND & SSBG 10/1/2016 - 9/30/2017

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

C-3 Travel / Training

Amount charged to DSAAPD \$13,708

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

Mileage*

Mileage 33730 Rate \$0.50 Total Mileage = \$16,865.00

Amount charged to DSAAPD \$13,135

Staff and Volunteer drivers will travel approximately 33730 total miles this year. Most of the mileage will be done by the drivers who will deliver meals to home bound clients.

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

Training

Amount charged to DSAAPD \$573

Training stayed the same.

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

**MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017**

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

C-4 Contractual

Amount charged to DSAAPD \$124,372

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

Rent

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
			\$0
			\$0
			\$0
			\$0
Total Rent			\$0
Total Months Charged to Rent: <input type="text" value="0"/>			Monthly Rent
			\$0

Rent - Additional Narrative

Amount charged to DSAAPD \$0

Electricity

Amount charged to DSAAPD \$13,140

Electricity based on cost from the current year and now based on Congregate only.

Heat

Amount charged to DSAAPD \$10,307

Heat based on actual cost from the current year and now based on Congregate only.

Telephone/Internet

Amount charged to DSAAPD \$4,049

Telephones are allocated based on the number of phones in each department.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017

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 \$7,946

Utilities changed based on energy saving measures.

Printing/Advertising Amount charged to DSAAPD \$582

Printing/Advertising changed to reflect current year actual usage.

Postage Amount charged to DSAAPD \$1,438

Postage changed to reflect current year actual usage

Insurance Amount charged to DSAAPD \$5,596

Insurance changed to reflect current year actual usage

Repairs Amount charged to DSAAPD \$26,150

Repairs changed to reflect current year actual usage

Equipment Lease Amount charged to DSAAPD \$7,931

Changed to reflect current year actual usage.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC. MANNA MEAL PROGRAM - HOMEBOUND & SSBG 10/1/2016 - 9/30/2017

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.

Hiring Checks

Amount charged to DSAAPD

\$617

Hiring checks increased to reflect changes in current year's actual usage.

Maintenance/Repairs

Amount charged to DSAAPD

\$46,616

Changed to reflect current year actual usage.

0

Amount charged to DSAAPD

\$0

Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017

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

C-5 Supplies

Amount charged to DSAAPD \$562,380

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 \$2,356

Changed to reflect current year actual usage.

Paper Supplies

Amount charged to DSAAPD \$0

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$79,044

Changed to reflect current year actual usage.

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$412,795

Changed to reflect current year actual usage.

BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017

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

C-5 Supplies (Continued)

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

Prepared Meals	Amount charged to DSAAPD	\$12,300
Price per Meal <u>\$2.40</u>	# of Meals <u>5125</u>	Total <u>\$12,300</u>

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Vehicle (Oil, Gas, Etc.)	Amount charged to DSAAPD	\$6,208
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Changed to reflect current year actual usage.

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Expendibles	Amount charged to DSAAPD	\$49,677
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Other (specify)	Amount charged to DSAAPD	\$0
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BUDGET WORKSHEET SUPPLEMENT

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017

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
Based on In Kind salaries	\$116,769
Based on In Kind fringes	\$26,857
TOTAL	\$143,626

LOCAL CASH

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

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$143,626
MATCH NEEDED	\$143,626

HOME DELIVERED NUTRITION SERVICES WORKSHEET

MODERN MATURITY CENTER, INC.

10/1/2016 - 9/30/2017

MANNA MEAL PROGRAM - HOMEBOUND & SSBG

Budget Items	TOTAL	Meal Unit			
		Mid Day Meal	Emergency Meal	Medical Food	Specialized Food
C-1 Staff Salaries	\$727,723	\$725,398		\$1,624	\$700
C-2 Staff Fringe Benefits	\$167,376	\$166,789		\$507	\$80
C-3 Travel/Training (Total)	\$13,708	\$13,708	\$0	\$0	\$0
Mileage = Rate X Miles	\$13,135	\$13,135			
Training	\$573	\$573			
Other (specify)	\$0				
C-4 Contractual (Total)	\$124,372	\$124,372	\$0	\$0	\$0
Rent (include cost per sq. ft.)	\$0	\$0			
Electricity	\$13,140	\$13,140			
Heat	\$10,307	\$10,307			
Telephone/Internet	\$4,048	\$4,048			
Utilities Other	\$7,946	\$7,946			
Printing/Advertising	\$582	\$582			
Postage	\$1,438	\$1,438			
Insurance	\$5,596	\$5,596			
Repairs	\$26,150	\$26,150			
Equipment Lease	\$7,931	\$7,931			
Hiring Checks	\$617	\$617			
Maintenance/Repairs	\$46,616	\$46,616			
	\$0	\$0			
C-5 Supplies (Total)	\$617,058	\$604,609	\$12,300	\$149	\$0
Office Supplies	\$2,356	\$2,248		\$108	
Paper Supplies	\$0	\$0			
Medical Supplies	\$0	\$0			
Program Supplies	\$79,044	\$79,044			
Photocopy	\$0	\$0			
Raw Food	\$467,473	\$467,473			
Prepared Meals	\$12,300	\$12,300			
Vehicle (oil, gas, etc)	\$6,208	\$6,208	\$12,300		
Expendibles	\$49,677	\$49,636		\$41	
Other (specify)	\$0	\$0			
C-6 Equipment/Other Direct Costs (Total)	\$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	\$1,650,237	\$1,654,877	\$12,300	\$2,280	\$780
Older Americans Act	\$1,292,633	\$1,277,573	\$12,000	\$2,280	\$780
Units of Service	187,734	179,434	5,000	3,000	300
Reimbursement Rate		\$7.12	\$2.40	\$0.76	\$2.60
SSBG	\$45,200	\$44,900	\$300		
Units of Service	5,420	5,285	125		
Reimbursement Rate		\$8.48	\$2.40		
State	\$0				
Units of Service	0				
Reimbursement Rate					
Tobacco	\$0				
Units of Service	0				
Reimbursement Rate					
Program Income	\$114,100	\$114,100	\$0	\$0	\$0
Units of Service	195,950	187,650	5,000	3,000	300
Per Meal		\$0.61	\$0.00	\$0.00	\$0.00
USDA Commodities	\$54,678	\$54,678			
Units of Service	187,650	187,650			
Per Meal		\$0.29			
Local	\$143,626	\$143,626			

Unit Cost Contract Budget

Agency: MODERN MATURITY CENTER, INC.
 Program/Service: Home Delivered Nutrition Services
 Contract Year: 10/1/2016 - 9/30/2017

SSBG	Mid-Day		Emergency		Medical		Specialized		TOTALS
	Meal		Meal		Food		Food		
A. Unit Cost	\$8.48		\$2.40						
B. Planned Service Units	5,295		125						5,420
C. Total Resources Needed									
a. Maximum DSAAPD Resources (A x B)	\$44,900		\$300						\$45,200

OAA Programs (With Program Income)	Mid-Day		Emergency		Medical		Specialized		TOTALS
	Meal		Meal		Food		Food		
A. Unit Cost	\$7.73		\$2.40		\$0.76		\$2.60		
B. Program Income per Unit of Service	\$0.61		\$0.00		\$0.00		\$0.00		
C. DSAAPD Reimbursement Rate (A x B)	\$7.12		\$2.40		\$0.76		\$2.60		
D. Planned Service Units	179,434		5,000		3,000		300		187,734
E. Total Resources Needed:									
a. Maximum DSAAPD Resources (C x D)	\$1,277,573		\$12,000		\$2,280		\$780		\$1,292,633
b. NSIP (Commodity Food)									\$54,678
c. Program Income (B x D)	\$109,455		\$0		\$0		\$0		\$109,455
d. 10% Matching Funds									\$143,626
(E.a ÷ 0.9) - E.a									

Total Home Delivered Meals Contract Amount \$1,337,833

NUTRITION VALIDATION WORKSHEET

MODERN MATURITY CENTER, INC.
MANNA MEAL PROGRAM - HOMEBOUND & SSBG
10/1/2016 - 9/30/2017

Budget Items	TOTAL Nutrition Worksheets	Congregate	Home Delivered	TOTAL Budget Worksheet	Validation
C-1 Staff Salaries	\$727,723	\$0	\$727,723	\$727,723	\$0
C-2 Staff Fringe Benefits	\$167,376	\$0	\$167,376	\$167,376	\$0
C-3 Travel/Training (Total)	\$13,708	\$0	\$13,708	\$13,708	\$0
Mileage = Rate X Miles	\$13,135	\$0	\$13,135	\$13,135	\$0
Training	\$573	\$0	\$573	\$573	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-4 Contractual (Total)	\$124,372	\$0	\$124,372	\$124,372	\$0
Rent (include cost per sq. ft.)	\$0	\$0	\$0	\$0	\$0
Electricity	\$13,140	\$0	\$13,140	\$13,140	\$0
Heat	\$10,307	\$0	\$10,307	\$10,307	\$0
Telephone/Internet	\$4,049	\$0	\$4,049	\$4,049	\$0
Utilities Other	\$7,946	\$0	\$7,946	\$7,946	\$0
Printing/Advertising	\$582	\$0	\$582	\$582	\$0
Postage	\$1,438	\$0	\$1,438	\$1,438	\$0
Insurance	\$5,596	\$0	\$5,596	\$5,596	\$0
Repairs	\$26,150	\$0	\$26,150	\$26,150	\$0
Equipment Lease	\$7,931	\$0	\$7,931	\$7,931	\$0
Hiring Checks	\$617	\$0	\$617	\$617	\$0
Maintenance/Repairs	\$46,616	\$0	\$46,616	\$46,616	\$0
	0	\$0	\$0	\$0	\$0
C-5 Supplies (Total)	\$617,058	\$0	\$617,058	\$617,058	\$0
Office Supplies	\$2,356	\$0	\$2,356	\$2,356	\$0
Paper Supplies	\$0	\$0	\$0	\$0	\$0
Medical Supplies	\$0	\$0	\$0	\$0	\$0
Program Supplies	\$79,044	\$0	\$79,044	\$79,044	\$0
Photocopy	\$0	\$0	\$0	\$0	\$0
Raw Food	\$467,473	\$0	\$467,473	\$467,473	\$0
Prepared Meals	\$12,300	\$0	\$12,300	\$12,300	\$0
Vehicle (oil, gas, etc)	\$6,208	\$0	\$6,208	\$6,208	\$0
Expendibles	\$49,677	\$0	\$49,677	\$49,677	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0	\$0
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0
C-8 Total Budget	\$1,650,237	\$0	\$1,650,237	\$1,650,237	\$0
C-9 Total Budget w/o Local Cash & In-Kind	\$1,506,611	\$0	\$1,506,611	\$1,506,611	\$0

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

**APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)**

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*

Work Plan 2017

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) of nutrients of concern for older adults. Refer to menu format and DSAAPD menu guidelines for exact requirements. We strive to reduce hunger and food insecurity, promote socialization of older adults, and promote the health and well-being of older individuals by providing them with access to beneficial services. Congregate nutrition services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services based on need.

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 a NAPIS and Nutrition Screening Form is 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.

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
Dover, DE 19904

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

Luther Towers
430 Kings Highway
Dover, DE 19901

Peach Circle Nutrition Site (some NCC)
800 Peach Circle
Smyrna, DE 19977

Harrington Senior Center
102 Fleming Street
Harrington, DE 19952

TO BE DETERMINED
(to include city limit of Milford in Sussex County)

Milford, DE 19963

SERVICE STANDARDS:

The MANNA program has developed policies and procedures pertaining to the delivery of services.

The 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.

Congregate meals are available at least five days a week and the clients enjoy a leisurely meal and socialization. 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 the best of our ability, 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, 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.

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 and Weight Loss Support Groups every month. Nutrition Education Sessions are held at Modern Maturity Center and are promoted in the Modern Maturity Center Bulletin.

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 in each Bulletin from MMC and at the 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 therapeutic diets including Diabetic, Renal, Renal Diabetic and Low Cholesterol. These diets are as

controlled as possible given cost concerns, but we choose lower Potassium fruits and juices, and lower sugar options. The MANNA program 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 annually.

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 and Front Porch programs, 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, a Data Entry employee 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 2017

SSBG MEALS

UNIT OF SERVICE:

Meals will be made available to persons between the ages of 18 and 59, who are Homebound due to illness, disability, or isolation. There will be one Outreach Worker in charge of assessing and reassessing SSBG clients using the Homebound Criteria Guide. This guide is used for assessing Title III Homebound clients as well. The potential participant must be a US citizen or legal alien.

We also provide medical food supplements (Ensure) and Specialized Medical Food Supplements (Glucerna and Pulmocare) to SSBG clients as requested and approved by the physician who has signed the diet order.

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

TO BE DETERMINED
(to include city limit of Milford in Sussex County)
Milford, DE 19963

MEALS:

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.

UNIT COST:

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

Work Plan 2017

HOMEBOUND MEALS (and SSBG)

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). 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 and helps give the caregiver some respite as well. Nutrition intervention services are provided including nutrition education, screening, and coordination of care with other agencies as needed.

UNIT OF SERVICE:

The unit of service is one complete meal provided to one eligible participant. This may include a shelf stable emergency meal and medical food supplements also. 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. Spouses of individuals with disabilities in these subsidized housing developments are not also eligible unless, they too, are disabled. Proof of Social Security Disability is provided.

A disabled individual under the age of 60 may be considered eligible if they reside with an older individual who also receives meals. Proof of Social Security Disability is provided.

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.

Modified and Therapeutic meals are provided to the maximum extent possible. A diet order from a Physician is received for each client.

Nutrition intervention services will now be incorporated into the meal budget and tracked according to state and federal reporting guidelines.

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

TO BE DETERMINED
(to include city limits of Milford in Sussex County)
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 at least five days a week, can be served daily, 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.

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.

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.

Five 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 as 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, lower potassium desserts

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. All variations of frozen meals are analyzed for nutrient adequacy. The meals are delivered frozen to the client.

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 Title III client; this information also includes ADL and IADL on all clients. This information is sent to DSAAPD annually.

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:



DELAWARE HEALTH AND SOCIAL SERVICES

Division of Services for Aging and Adults with Physical Disabilities

Contract No. 35-1400-2017-62

CATS Sys Doc ID: 021749-0000-0000

PROFESSIONAL SERVICES AGREEMENT For CONGREGATE NUTRITION

This Professional Services Agreement ("Agreement") is entered into as of October 1, 2016, and will end on September 30, 2017, by and between the State of Delaware, Department of Health & Social Services, Division of Services for Aging & Adults With Physical Disabilities ("Delaware"), and St. Anthony's Community Center, (the "Vendor"), with offices at 1703 W. 10th Street, Wilmington, DE 19805.

WHEREAS, Delaware desires to obtain certain services for Congregate Nutrition.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Delaware's request for proposals, **HSS-13-001**, attached hereto as Appendix G; and (c) Vendor's response to the request for proposals, attached hereto as Appendices D & H. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from October 1, 2016 through September 30, 2017.
- 2.2. Delaware will pay Vendor for the performance of services described in Appendix C. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix D.
- 2.3. Delaware's obligation to pay Vendor for the performance of services described in Appendix C. Work will not exceed the fixed fee amount of \$1,074,842.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.4. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 35-1400-2017-62 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.5. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 2.6. Vendor 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 Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
- 2.7. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.8. 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.

2.9. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.10. Invoices shall be submitted to: **brian.bayley@state.de.us**

3. Responsibilities of Vendor.

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager.
- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor 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.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

- 4.1. A Work Plan is included in Appendix H.
- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix D.

5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor 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 Vendor retains title, whether individually by Vendor 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.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor 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.
- 8.2. 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 Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor 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.

9. Indemnification; Limitation of Liability.

- 9.1. Vendor 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 Vendor, its agents or employees, or
 - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor 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 Vendor;
 - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;

- 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 Vendor's opinion is likely to be, held to be infringing, Vendor 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 foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

- 10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.
- 10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3. Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

- 11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Suspension.

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

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

14. Termination.

- 14.1. This Agreement 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 Agreement through no fault of the terminating party; but only after the other party is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 14.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:
- a. Not less than 20 calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with Delaware prior to termination.
- 14.3. If termination for default is effected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:
- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
 - b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
 - c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.
- 14.4. If after termination for failure of Vendor to fulfill contractual obligations it is determined that Vendor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.
- 14.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 14.6. Gratuities.
- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
 - b. In the event this Agreement is terminated as provided in 13.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

- c. The rights and remedies of Delaware provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. Severability.

If any term or provision of this Agreement 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 Agreement, 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. Assignment; Subcontracts.

- 16.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.
- 16.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.
- 16.3. Approval by Delaware of Vendor's request to subcontract or acceptance of or payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.
- 16.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.
- 16.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

17. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

18. Non-Appropriation of Funds.

- 18.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this Agreement 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.
- 18.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

19. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

20. Complete Agreement.

- 20.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.
- 20.2. If the scope of any provision of this Agreement 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 20.3. Vendor may not order any product requiring a purchase order prior to Delaware'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 Agreement 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.

21. Miscellaneous Provisions.

- 21.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 21.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 21.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 21.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- 21.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do

business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

21.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

21.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22. Insurance.

22.1. Vendor shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Comprehensive General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

22.2. As applicable and determined necessary by the State, the Vendor shall also maintain:

- a. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate
- d. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- e. Automotive Property Damage (to others) - \$25,000

22.3. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

22.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy.
New Castle, DE. 19720

22.5. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

23. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

24. Governing Law.

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

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

DELAWARE:

Division of Services for Aging & Adults with Physical Disabilities (DSAAPD)
1901 N. DuPont Hwy. Main Building – Room 119
New Castle, DE. 19720
Attn: Brian Bayley

VENDOR:

St. Anthony's Community Center
1703 W. 10th Street
Wilmington, DE 19805

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

Signature on File

Witness

For the Department:

Signature on File

Rita M. Landgraf, Secretary

Date

Signature on File

Witness

For the Division:

Signature on File

for Lisa Bond, Director, DSAAPD

Date

Signature on File

Witness

For the Contractor:

St. Anthony's Community Center
1703 W. 10th Street
Wilmington, DE 19805

Signature on File

Debra Wirt, Executive Director

Date

August 5, 2016

APPENDIX A: *Divisional Requirements*

Sanctions – Revised 6/22/16

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 (if applicable) for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. Contractor agrees to utilize secure (through data encryption software) electronic mail (e-mail) for all electronic correspondence that contains program participant (client/consumer) personal information. This includes any and all invoices, program participant service authorization/modification/termination correspondence or required reporting that includes any program participant personal data. Software utilized must be compatible for DSAAPD staff to access the provided information.
5. 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.
6. 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.
7. 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.
8. 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.
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 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 upon request.
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). Any budget items - including salaries and/or fringe benefits - used for the match must not be from Federal or State Funds and must not be used as a match for another program. During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations.

APPENDIX B: HIPAA 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 Congregate Nutrition for Covered Entity pursuant to a contract dated October 1, 2016 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. **Definitions.** 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) **Use or Disclosure.** 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) **Minimum Necessary.** 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) **Safeguards.** 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) **Mitigation.** 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) **Audits and Inspections.** 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) **Designated Record Set.** 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) **HITECH Compliance Dates.** 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) **Term.** 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) **Termination by Either Party.** Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.
- (d) **Effect of Termination.**
 - (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) **Regulatory References.** 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) **Amendment.** 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) **Method of Providing Notice.** 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) **Parties Bound.** 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) **No Waiver.** 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) **Effect on Master Agreement.** 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) **Interpretation.** Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

(h) **No Third Party Rights.** 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) **Applicable Law.** 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) **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) **Transmitting Electronic PHI.** 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
By: Signature on File
Name: Albert W Griffith
Title: Deputy Director
Date: 8-10-16

Business Associate
By: St Anthony's Community Center, Inc.
Name: Signature on File
Title: Ex. DIRECTOR
Date: AUGUST 5, 2016

APPENDIX C: *Service Specifications*



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

Revision Table

Revision Date	Sections Revised	Description
7/31/2015		Revisions per Dietary Directions & DSAAPD Planning
2.8.2016	G	Revised Attachment G



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

1.0 SERVICE DEFINITION

- 1.1 Congregate Nutrition Services are provided to:
- (1) reduce hunger and food insecurity;
 - (2) promote socialization of older individuals; and
 - (3) promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.
- 1.2 Congregate Nutrition Services include food/nutrient delivery, nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants. Though nutrient delivery (i.e., meals) is a form of nutrition intervention, for the purposes of DSAAPD Congregate Nutrition Services, "meals" are distinguished from other allowable intervention services as follows:
- 1.2.1 Congregate Meals is a food/nutrient delivery 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).
<http://www.health.gov/dietaryguidelines/>
<http://www.health.gov/dietaryguidelines/dga2010/DietaryGuidelines2010.pdf>
- 1.2.2 Nutrition Intervention services are provided, as appropriate, such as screening, nutrition education, nutrition counseling, or coordination of nutrition care, based on the needs of meal participants and as outlined by the Academy of Nutrition and Dietetics "Snapshot of Nutrition Intervention." <http://www.andean.org/vault/2440/web/files/20140527-NI%20Snapshot.pdf> Nutrition Intervention Terminology has been developed by the International Dietetics & Nutrition Terminology (IDNT) Reference Manual.
<https://www.nutritioncaremanual.org/vault/IDNT%20e3%20NITerms-NCM.pdf>

2.0 SERVICE UNIT

- 2.1 **Meal Unit** - The Meal Unit is one complete meal provided to one eligible participant. A complete meal is defined as that which meets one-third of the daily Dietary Reference Intakes (DRI), (within 15%) of nutrients of concern in Older Americans, as 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 DSAAPD (See Attachment A). <http://www.health.gov/dietaryguidelines/>.

Approved Meal Unit Types

- 2.1.1 **Meal** – a meal that meets the Section 2.1 definition above. For budgeting purposes, this can be further budgeted as Breakfast Meal / Mid-Day Meal / Dinner Meal.
- 2.1.2 **Medical Food** - Food - a meal/food which is formulated to be consumed or administered enterally under supervision of a physician and which is intended for the specific dietary management of a disease or condition for which distinctive nutritional requirements, based on scientific principles, are established by medical evaluation. The need for and use of Medical foods (also known as liquid meals and/or oral supplements) must be assessed and evaluated annually by a Delaware licensed dietitian/nutritionist. See <http://www.dpr.delaware.gov/boards/dietitians/newlicense.shtml> (hereafter referred to as dietitian). Written MD approval is required. At least 3 of the approved products must be



**DELAWARE HEALTH AND
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**Congregate Nutrition
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available to participants (refer to DSAAPD Policy on Medical Foods to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.

- 2.1.3 Modified and Therapeutic Meal – a meal consisting of a modified therapeutic and/or textured diet which must be made available to the maximum extent possible. This meal is to meet the same standards as the regular menu items, but contain modifications to one or more items in an effort to meet the specialized requirements for program participants (for example, texture modifications for persons with dysphagia and/or dental impairments, potassium and/or phosphorus restrictions for dialysis patients, etc.). The provision of such foods should be planned and prepared under the advice and recommendations of a dietitian and requires a physician's diet order. Modified therapeutic and textured diets must be made available to the maximum extent possible.
- 2.2 Nutrition Intervention services will be incorporated into the meal budget, but will be tracked according to federal and/or state reporting requirements. There are no separate line items (reimbursement) on invoices for these services.
 - 2.2.1 Outreach and intake are performed to ensure eligible clients are identified and screened for eligibility (see Section 6.0).
 - 2.2.2 Screening and assessment are provided annually for each meal participant (See 7.15).
 - 2.2.3 For clients assessed as high risk, nutrition counseling will be provided and reported by number of hours provided and by unduplicated number of clients served (see 7.15 and 7.22).
 - 2.2.4 Coordination of nutrition care will be provided as needed and counted as nutrition counseling.
 - 2.2.5 Information and referral services must be made available to congregate nutrition services clients including services outlined in Sections 7.5 and 7.7.
 - 2.2.6 Group nutrition education services are provided to promote the health and well-being of older individuals and are reported to DSAAPD (See 7.6).
- 2.3 Other activities that support congregate nutrition services include, but are not limited to, providing written educational materials such as newsletters and other mailings, staff training and development, site monitoring, menu development. These services are not required to be tracked for DSAAPD reporting purposes but may be tracked to assist with budget development.

3.0 SERVICE GOAL

- 3.1 To promote better health and well-being among older individuals through improved nutrition.
- 3.2 To avoid unnecessary institutionalization.
- 3.3 To promote socialization of older individuals.
- 3.4 To provide at least one hot or other appropriate meal per day in a congregate setting at least once a day, five or more days per week, to the maximum extent possible.

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.
 - 5.1.1 Congregate nutrition sites will be open at least five days a week.
 - 5.1.2 The provider's Program Director will be responsible for ensuring congregate sites are available and appropriate to meet the needs of participants



**DELAWARE HEALTH AND
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Division of Services for Aging and
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**Congregate Nutrition
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6.0 ELIGIBILITY

- 6.1 Congregate Nutrition Services will be made available to persons age 60 and over.
- 6.2 Congregate meals will be made available to spouses of eligible persons regardless of the age of spouse; the age-eligible participant must be a registered participant of the program. For Congregate meals, "Eligible individuals" include persons providing designated volunteer services during the meal hours.
- 6.3 Congregate Meals may be made available to individuals with disabilities under age 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). (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-18.)
- 6.4 Congregate meals may be made available to individuals with disabilities under age 60 who reside in non-institutional households with a person eligible for congregate meals and accompany that person (See DSAAPD Policy Manual for Contracts – Nutrition, Section X-V-17.)
- 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 The provider must develop and maintain policies and procedures pertaining to the delivery of Congregate Nutrition services.
- 7.2 Providers must develop and implement a policy manual containing at minimum the following information:
 - 7.2.1 Fiscal Management
 - 7.2.2 Food Service Management
 - 7.2.3 Safety and Sanitation
 - 7.2.4 Staff Responsibilities
- 7.3 Eligibility determination for Congregate Nutrition Services applicants must be based on the criteria presented in section 6.0.
- 7.4 Congregate meals must be made available at least five (5) days per week, allowing adequate time for participants to eat and enjoy a leisurely meal, social contact, and to take advantage of other services at the center, which may include supportive, educational and/or recreational activities.
- 7.5 Providers must inform program participants of other services that may be needed by participants through the DSAAPD Aging & Disability Resource Center (ADRC).
<http://www.delawareadrc.com/>
- 7.6 Providers must make available outreach and nutrition education and/or counseling and provide quarterly documentation to DSAAPD using the Congregate Nutrition Services Quarterly Report (Attachment G).
- 7.7 Provision must be made for participants to take advantage of the benefits available under Supplemental Nutrition Assistance Program (SNAP).
- 7.8 Outreach must be conducted as necessary to reach the target population (See 6.4).
- 7.9 Federal funds must not be used to supplant existing resources, including funds from nonfederal sources and volunteer support.



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

- 7.10 Providers must document the cost of food items per menu item and per meal, including the cost of USDA commodities utilized.
- 7.11 Providers must develop and implement a system of soliciting feedback from participants related to the quality of the service, including the acceptability of the meals provided. Participant feedback and menu modifications will be reviewed annually by the DSAAPD subcontracted dietitian.
- 7.12 Providers must maintain service records, including names of participants and date(s) of service.
- 7.13 Providers must verify and document the age of participants.
- 7.14 All site staff must be fully trained and qualified.
- 7.15 Providers must attempt to conduct Nutrition Screening annually for all participants using the DETERMINE Nutrition Screening Tool (Attachment E) derived from http://nutritionandaging.fiu.edu/downloads/NSI_checklist.pdf. Participants identified as "high-risk" must be referred to the provider dietitian for nutritional counseling and education. Appropriate nutrition intervention and follow-up will be provided and documented by the dietitian. Note: All attempts to conduct the screening must be documented on a DETERMINE Nutrition Screening Tool form with as much information as possible including, at a minimum, participant's name, the date the screening was performed (attempted), and either the top portion of the form completed with as much information as possible or the indicator selected that the participant declined to answer.
- 7.16 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.
- 7.17 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.
- 7.18 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.
- 7.19 When the meal service is subcontracted for amounts over \$15,000, the Provider must follow competitive bid procedures.
- 7.20 When the service is subcontracted, a signed copy of the contract between the provider and subcontractor must be made available to DSAAPD within sixty (60) days of the beginning of the contract year.
- 7.21 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.
- 7.22 Providers must collect and compile the information required by the National Aging Program Information System (NAPIS) (Attachment F) and transmit the information to DSAAPD on an annual basis.
- 7.23 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 to Congregate Clients – Policy X-V-19). Assessment and follow-up by a dietitian is required.
- 7.24 Providers must develop a cycle menu.
- 7.25 The provider's dietitian must approve the cycle menu to ensure that it meets one-third of the DRI (within 15%) (for DSAAPD selected nutrients) as well as menu guidelines developed by DSAAPD and the most recent Dietary Guidelines for Americans (see Attachment A). The approval form, menus and analysis signed by the project dietitian must be submitted to DSAAPD for approval two weeks prior to consumption. (Attachment C).



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

- 7.26 Excess food may not be saved and re-combined into meals served to participants. Re-combined foods are not a reimbursable meal.
- 7.27 The applicable food standards are described and hereby attached (Attachment B).
- 7.28 Changes to the cycle menu must be recorded and submitted to DSAAPD for approval.
- 7.29 All meals must be analyzed for nutrient adequacy prior to consumption. All recipes must be analyzed and checked for accuracy by the provider's dietitian and a signature of approval will be submitted to DSAAPD (Attachment C).
- 7.30 Congregate Meal Service must be provided in a suitable facility which meets the following criteria established by DSAAPD:
 - 7.30.1 The site must meet the minimum standard of the State of Delaware's Building, Fire and Environmental Services Regulation.
 - 7.30.2 The site must have a pleasant environment and adequate lighting.
 - 7.30.3 Site must be in compliance with Section 504 of the Rehabilitation Act.
 - 7.30.4 The site must make special provisions as necessary for the service of meals to eligible individuals with disabilities who have limited mobility.
 - 7.30.5 The site must be available for a minimum of four (4) hours daily.
 - 7.30.6 The site manager, as advised by the Program Director, must have a plan of operation, describing coordination with other community resources and programs.
 - 7.30.7 The site must make provision for the recipients of services to assist the site staff in planning and developing relevant programs.
 - 7.30.8 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.
- 7.31 The specific role of the sponsor in the nutrition site must be defined by the Provider through written agreement.
- 7.32 Sponsorship should include a minimum of the following standards:
 - 7.32.1 Provide office/desk space and telephone for the use of the site manager.
 - 7.32.2 Provide utilities and custodial service.
 - 7.32.3 Be responsible for recruiting volunteers to assist with the meal program.
 - 7.32.4 Provide use of service and dining area for the distribution of meals.
 - 7.32.5 Provide a clear, convenient entrance to the building for food delivery, which includes snow removal, if meals are served.
 - 7.32.6 Allow staff of the sponsoring agency to attend appropriate training or staff meetings.
- 7.33 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.

Prohibited activities

- 7.34 For purposes of the DSAAPD planning and reimbursement, Congregate Meal Service may not include any of the following components:
 - 7.34.1 Providing meals to ineligible persons.
 - 7.34.2 Providing financial, legal, or other similar service or advice (except for referral to qualified agencies or programs).
 - 7.34.3 Denying services to eligible persons because of his/her inability or failure to contribute to the cost of meals.
 - 7.34.4 Providing a take-out meal in addition to a regular meal.



**DELAWARE HEALTH AND
SOCIAL SERVICES**

Division of Services for Aging and
Adults with Physical Disabilities

**Congregate Nutrition
Services Specifications**

Staffing Requirements

- 7.35 Each provider must have on-staff a full time Program Director who will be responsible for the overall daily operation of the Nutrition Program. Responsibilities include supervision of staff, ensuring compliance to DSAAPD specifications, and maintaining contact with DSAAPD staff and participants.
- 7.36 Each provider must have on-staff or have access to the services of a Registered and Delaware Licensed Dietitian.
<http://www.cdrnet.org/about>
<http://dpr.delaware.gov/boards/dietitians/newlicense.shtml>
- 7.40 If the agency is directly 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.

8.0 INVOICING REQUIREMENTS

- 8.1 The provider will invoice DSAAPD utilizing Invoicing Workbook IW-025, pursuant to the [DSAAPD Policy Manual for Contracts](#), Policy Number X-Q, and Invoicing.

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.

Attachment A

NUTRIENT ANALYSIS GUIDELINES

All meal units qualifying for DSAAPD reimbursement meet one-third of the Dietary Reference Intakes (within 15%) for each nutrient of concern, averaged weekly.

All meal units must be analyzed using nutritional analysis 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.

*** 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.

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 ≥ 2.0 oz. requirement.

Attachment C

**MENU APPROVAL FORM
FOR CONGREGATE AND HOME-DELIVERED NUTRITION SERVICE**

Signature of Dietitian _____

Registration Number _____

Print Name _____

Contact Phone Number/Email _____

Address _____

Nutrition Program Director _____

Contact Phone Number/Email _____

Address _____

1. This menu must consist minimally of a four (4) 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.

**MENU FORMAT AND NUTRIENT GUIDELINES FOR MEAL UNITS
(EXCLUDING BREAKFAST MEALS)**

Menu Format

1. Meat and meat substitutes: ≥ 2 ounces of edible meat or meat substitute must be included in the meal.
 - Meat substitutes may include cheese, eggs, cottage cheese, peanut butter, cooked beans/lentils, 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 $\geq 1/2$ cup of pasta, rice or other grain product and is ≥ 15 grams of carbohydrate.
 - Bread or grain products can both contribute to this requirement.
 - Rice or pasta may be served as a bread alternative or as an extra menu item, in addition to bread.
 - The use of whole grain foods is encouraged, in order to increase the fiber content of the meal.
3. Milk or non-dairy substitute: a minimum of one (1) serving must be included in the meal. One (1) serving is 8 fluid ounces of milk, 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 food preferences or intolerances.
 - 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 $\geq 1/2$ 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:
 - 6 halves dried apricots
 - 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.

Attachment E DETERMINE YOUR NUTRITIONAL HEALTH

Participant Name: _____ Date: _____ Declined to Answer: ☐

The top section is required! - All applications for over 60 clients must have the top section completed.

Read the statements below. Circle the number under the column for the answer which applies.
Total the nutritional score at the bottom.

Question	If yes, score...	If no, score...	Total score
I have an illness or condition that made me change the kind and/or amount of food I eat.	2	0	<input type="checkbox"/>
I eat fewer than 2 meals per day.	3	0	<input type="checkbox"/>
I eat few fruits or vegetables or milk products.	2	0	<input type="checkbox"/>
I have 3 or more drinks of beer, liquor or wine almost every day.	2	0	<input type="checkbox"/>
I have tooth or mouth problems that make it hard for me to eat.	2	0	<input type="checkbox"/>
I don't always have enough money to buy the food I need.	4	0	<input type="checkbox"/>
I eat alone most of the time.	1	0	<input type="checkbox"/>
I take 3 or more different prescribed or over-the-counter drugs a day.	1	0	<input type="checkbox"/>
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2	0	<input type="checkbox"/>
I am not always physically able to shop, cook and/or feed myself.	2	0	<input type="checkbox"/>
Total Score			<input type="checkbox"/>

Total Your Nutritional Score. If it's –

0-2 Good! Recheck your nutritional score in **6 months**.

3-5 You are at **moderate** nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in **3 months**.

6 + You are at **high** nutritional risk. Bring this Checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health.

Remember that Warning Signs suggest risk, but do not represent a diagnosis of any condition. To learn more about the Warnings Signs of poor nutritional health, see the DETERMINE warning signs attachment.

Answer these only if client received home delivered meals or adult day care services.

Activities of Daily Living (ADL)

Do you have any difficulties with:

1. Bathing
2. Dressing
3. Transferring/Walking
4. Toileting
5. Eating

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

Instrumental Activities of Daily Living (IADL)

Do you have any difficulties with:

1. Using the Telephone
2. Shopping
3. Preparing Meals
4. Housekeeping
5. Taking Medications
6. Finance & Money

I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>
I	<input type="checkbox"/>	A	<input type="checkbox"/>	D	<input type="checkbox"/>

I = Independent A = Assistance D = Dependent

Interviewer: _____ Site: _____ Phone: _____

The Nutrition Checklist is based on the Warning Signs described below.
Use the word DETERMINE to remind you of the Warning Signs.

DISEASE

Any disease, illness or chronic condition which causes you to change the way you eat, or makes it hard for you to eat, puts your nutritional health at risk. Four out of five adults have chronic diseases that are affected by diet. Confusion or memory loss that keeps getting worse is estimated to affect one out of five or more of older adults. This can make it hard to remember what, when or if you've eaten. Feeling sad or depressed, which happens to about one in eight older adults, can cause big changes in appetite, digestion, energy level, weight and well-being.

EATING POORLY

Eating too little and eating too much both lead to poor health. Eating the same foods day after day or not eating fruit, vegetables, and milk products daily will also cause poor nutritional health. One in five adults skip meals daily. Only 13% of adults eat the minimum amount of fruit and vegetables needed. One in four older adults drink too much alcohol. Many health problems become worse if you drink more than one or two alcoholic beverages per day.

TOOTH LOSS/MOUTH PAIN

A healthy mouth, teeth and gums are needed to eat. Missing, loose or rotten teeth or dentures which don't fit well, or cause mouth sores, make it hard to eat.

ECONOMIC HARDSHIP

As many as 40% of older Americans have incomes of less than \$6,000 per year. Having less -- or choosing to spend less -- than \$25-30 per week for food makes it very hard to get the foods you need to stay healthy.

REDUCED SOCIAL CONTACT

One-third of all older people live alone. Being with people daily has a positive effect on morale, well-being and eating.

MULTIPLE MEDICINES

Many older Americans must take medicines for health problems. Almost half of older Americans take multiple medicines daily. Growing old may change the way we respond to drugs. The more medicines you take, the greater the chance for side effects such as increased or decreased appetite, change in taste, constipation, weakness, drowsiness, diarrhea, nausea, and others. Vitamins or minerals, when taken in large doses, act like drugs and can cause harm. Alert your doctor to everything you take.

INVOLUNTARY WEIGHT LOSS/GAIN

Losing or gaining a lot of weight when you are not trying to do so is an important warning sign that must not be ignored. Being overweight or underweight also increases your chance of poor health.

NEEDS ASSISTANCE IN SELF CARE

Although most older people are able to eat, one of every five have trouble walking, shopping, buying and cooking food, especially as they get older.

ELDER YEARS ABOVE AGE 80

Most older people lead full and productive lives. But as age increases, risk of frailty and health problems increase. Checking your nutritional health regularly makes good sense.

Attachment F**DELAWARE HEALTH AND SOCIAL SERVICES***Division of Services for Aging and Adults with Physical Disabilities***National Aging Program Information System (NAPIS) Required Data Collection**Update Client ☐ New Client ☐

Assessment Date: _____

Provider: _____

Re-Assessment Date: _____

Last Name:		First Name & Middle Initial:	
Address:			Birthdate:
Address 2:			Sex:
			<input type="checkbox"/> Male <input type="checkbox"/> Female
City:	State:	Zip:	Marital Status:
			<input type="checkbox"/> Married <input type="checkbox"/> Single/Widowed
Home Phone:		Work Phone:	Cell Phone:
()		()	()
Age 60 or Over (Verified by):			Rural:
<input type="checkbox"/> License/ID <input type="checkbox"/> Medicare Card <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual Income Status:			Lives Alone:
<input type="checkbox"/> At or Above Poverty Level <input type="checkbox"/> Below Poverty Level <input type="checkbox"/> Refused to Answer <input type="checkbox"/> Missing (not provided)			<input type="checkbox"/> Yes <input type="checkbox"/> No
If under Age 60 (nutrition only):			Physical Condition – Frail / Disabled:
<input type="checkbox"/> Eligible through Spouse <input type="checkbox"/> Social Security Disability <input type="checkbox"/> Volunteer			<input type="checkbox"/> Yes <input type="checkbox"/> No
Race:			Ethnicity:
<input type="checkbox"/> Asian <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Black/African American <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Minority (White, not of Hispanic Origin) <input type="checkbox"/> Other <input type="checkbox"/> Unavailable/Unknown			<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Unavailable/Unknown
Emergency Contact Name:		Emergency Contact Phone:	Emergency Contact Relationship:
		()	

The information provided above is true and correct to the best of my knowledge.

Signature of person completing form: _____ Date: _____

The above information is pertinent to help provide us with funding sources for your needs.

Attachment G

Congregate Service Units				
	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
A. Enter the <u>total</u> number of <u>unduplicated</u> participants served.				Total
B. Enter the <u>total</u> number of <u>meals</u> served to eligible persons.				
C. Enter the number of medical food meals (2 cans = 1 meal).				
D. Enter the number of therapeutic/modified meals.				
E. Enter total number of nutrition screenings obtained.				
1. Enter the total number of unduplicated nutrition screenings				
2. Enter the total number of high nutrition risk unduplicated screenings obtained (score ≥ 6).				
3. Enter percentage of unduplicated high risk nutrition screenings obtained (E2/E1).				
F. Enter the number of group nutrition education sessions.				
1. Enter the total number of clients in attendance.				
2. Total Units (15 min = 1 unit)				
G. Enter the number of nutrition articles or newsletters that contain nutrition education written for congregate clients. (One newsletter written in each Jan, Feb, March = 3). ('other services')				
H. Enter the number of total individual nutrition counseling sessions completed for congregated clients.				
1. Number of these at high nutritional risk.				
2. Total Time Units (15 min = 1 unit).				
I. Number of training sessions offered to staff/ volunteers.				

Definitions to Congregate Nutrition Report – (Attachment G)

- A. Unduplicated participants
- B. Total meals served
- C. Total medical foods (canned supplements)
- D. Total number modified meals
- E. Nutrition screening: All participants in the Senior Nutrition Programs should be screened annually using the DETERMINE Nutrition Screening Assessment Tool. Understandably, getting 100% completion—especially in congregate centers—is difficult. The numbers of returned screening forms for both congregate and home delivered meals clients and the percentage scoring higher than a 6 (high nutritional risk) needs to be reported. Breaking the reporting of this tool down by home delivered/congregate and high/low nutrition risk will allow greater understanding of the nutritional well-being of our clients.
High Nutritional Risk (defined):
High Nutrition Risk is defined per the DETERMINE Nutrition Screening form to score a 6 or greater. Anyone at high nutritional risk should be targeted for nutrition education/counseling/assessment/support.
- F. Group nutrition education: A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group setting overseen by dietitian or individual of comparable expertise. This will be where group classes are reported. Please note the number of classes (sessions) given and the number of participants.
Nutrition education: (1 session per participant) If a general nutrition education session is given to an individual—which is similar in topic to group education topics, please count this as nutrition education. This is where we make the distinction between nutrition counseling (below) which is more specifically geared to clients at high nutritional risk where specific strategies, goals and modifications are discussed.) The total of nutrition education provided above to group and individuals is reported. For example: in the first quarter, 1 nutrition education class was provided to each of 10 centers. (Report: 10 under F). There was an average of 20 people in attendance at each center, (200), in addition 5 clients received 1 on 1 nutrition education on similar topic (5). (Report: 205 under F1). Each session ran 1 hour, which equals four 15 minute units = 40 units (4 units x 10 sessions), each individualized education session was only 15 minutes = 5 units (1 unit x 5 individual brief educations) (Report: 45 units under F2). More individualized nutrition counseling sessions will be reported below.
- G. Nutrition articles/ Written Nutrition Education: Newsletters, written nutrition education columns, mailings with nutrition education need to be accounted for. Because these are often widely distributed and the numbers of recipients may be unknown, accounting for the number of written articles provides input into the intent of the written nutrition education. (It is very difficult to assess how many people may have access to these as published newspapers, etc., however, we can account for the work you do. Noting how many articles, or education handouts, you develop will help to defend the dissemination of nutrition information.) Please report the number of articles written per quarter. For example if one nutrition article is written in each month of the quarter then you will report 3 under G..
- H. Nutrition counseling/individualized nutrition education: (per participant)
Individualized guidance to those at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medication use, or to caregivers. Counseling is provided one on one by a registered dietitian, and addresses the options and methods for improving nutritional status. Please report the total number of individual counseling sessions per quarter, the number of those at nutrition risk and the amount of time spent (measured in 15 minute units). For example, if 10 individual counseling sessions were conducted during the first quarter, 9 of those scored a 6 or better on the nutrition screening form, and each took 60 minutes (4 quarters per person) you would report 10 (H), 9 (H1), 40 (4 units x 10 counseling sessions) (H2).
- I. Total Number of Training Sessions: Please report the total number of sessions offered to staff/volunteers.

(Note: Nutrition assessment is defined as: A complete nutrition assessment includes any of the nutrition assessment criteria: past medical history, socio-economic history, anthropometric data, dietary history, biochemical, medications, etc. Nutrition diagnosis, intervention and monitoring plans are typically included. (I would expect not many—if any of these would be reported.) If you do find yourself completing Nutritional Assessments, please let me know—at this time nutritional assessments do not need to be reported).

APPENDIX D: *Contract Budget*

BUDGET WORKSHEET

SACC/CITY FARE

CONGREGATE NUTRITION

OCTOBER 1, 2016 - SEPTEMBER 30, 2017

Budget Items	TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administration
C-1 Staff Salaries									
C-2 Staff Fringe Benefits	\$366,541	\$366,541	\$0	\$0	\$0	\$0	\$0		
C-3 Travel/Training (Total)	\$75,141	\$75,141	\$0	\$0	\$0	\$0	\$0		
Mileage = Rate \$0.00 X 0000	\$4,000	\$4,000	\$0	\$0	\$0	\$0	\$0		\$0
Training	\$3,000	\$3,000							
Other (specify)	\$1,000	\$1,000							
C-4 Contractual (Total)	\$126,725	\$126,725	\$0	\$0	\$0	\$0	\$0		\$0
Rent (include cost per sq. ft.)	\$10,000	\$10,000							
Electricity	\$18,500	\$18,500							
Heat	\$7,475	\$7,475							
Telephone/Internet	\$4,500	\$4,500							
Printing/Advertising	\$3,500	\$3,500							
Postage	\$700	\$700							
Insurance, Liability	\$6,000	\$6,000							
Insurance, Auto	\$1,550	\$1,550							
Repairs	\$3,000	\$3,000							
Nutrition Services	\$35,000	\$35,000							
Computer Network Services	\$13,500	\$13,500							
Executive Director	\$12,500	\$12,500							
Audit	\$10,500	\$10,500							
C-5 Supplies (Total)	\$801,380	\$476,284	\$26,000	\$0	\$0	\$120,000	\$179,096	\$0	\$0
Office Supplies	\$9,650	\$9,650							
Paper Supplies	\$12,500	\$12,500							
Medical Supplies	\$0	\$0							
Program Supplies	\$0	\$0							
Photocopy	\$0	\$0							
Raw Food	\$0	\$0							
Prepared Meals	\$658,230	\$453,134	\$26,000				\$179,096		
Vehicle (oil, gas, etc)	\$1,000	\$1,000				\$120,000			
Senior Center Space	\$120,000								
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
Other (specify)									
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
C-8 Total Budget	\$1,373,787	\$1,048,691	\$26,000	\$0	\$0	\$120,000	\$179,096	\$0	\$0
C-9 Total Budget w/o Local Cash / In Kind	\$1,253,787								

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-1 Staff Salaries

Amount charged to DSAAPD \$366,541

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

Staff salaries are determined based on market conditions, level of responsibility, years of service and available funding.

No salary increase is included

\$151,155 of salary cost is allocated to MCO funds received through meal delivery for clients on Medicaid LTSS.

There is no increase in salary cost allocated to DSAAPD funding.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD \$75,141

Fringe Benefits Rate 20.5%

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.

FICA tax, Unemployment, Workman's Compensation Insurance are included for all employees in the fringe benefit rate. For full-time employees health insurance premiums (minus employee contributions) are also included. Rates were determined based on quotes from our insurance carriers.

Breakdown of fringe benefit rate:

7.65% FICA

9.43% Health Insurance

1.13% Unemployment

2.29% Workman's Compensation

Overall, there is no increase in fringe benefit cost allocated to DSAAPD funding.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-3 Travel / Training

Amount charged to DSAAPD \$4,000

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

Mileage*

Mileage 7500 Rate \$0.40 Total Mileage = \$3,000.00

Amount charged to DSAAPD \$3,000

Number of miles included in budget is based on the number of miles required in the current fiscal year for site monitoring, travel to meetings and travel to congregate sites to collect meal participant documentation. The federal allowable rate for mileage is \$0.58 per mile, so the maximum allowable rate of \$0.40 was included in the DSAAPD budget.

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

Training

Amount charged to DSAAPD \$1,000

\$1000 is included in the training line item as a result of the Food Safety Manager certification now required by Public Health for site food service staff.

Other (specify)

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-4 Contractual

Amount charged to DSAAPD \$126,725

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
Saint Anthony's Community Center Office Space	1200	\$10.00	\$12,000
Saint Anthony's Community Center Basement Storage and use of Freezers	2000	\$10.00	\$20,000
			\$0
			\$0
Total Rent			\$32,000
Total Months Charged to Rent: <u>12</u>			Monthly Rent <u>\$2,667</u>

Rent - Additional Narrative

Amount charged to DSAAPD \$10,000

The use of office space and equipment required to operate the program is included. Basement is used for the storage of program records, supplies and equipment and the use of freezers for the storage of frozen meals.

Electricity

Amount charged to DSAAPD \$18,500

The amount is based on total Delmarva charges and prorated for each program administered by SACC.

Heat

Amount charged to DSAAPD \$7,475

The amount is based on total Delmarva charges and prorated for each program administered by SACC.

Telephone/Internet

Amount charged to DSAAPD \$4,500

Amount is based on total Verizon, Netcarrier and Comcast charges and prorated for each program administered by SACC.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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.

Printing/Advertising	Amount charged to DSAAPD	\$3,500
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Amount is based on the cost of making photocopies for all nutrition programs and advertising to promote program, including ad in the Guide to Services for Older Delawareans and in the News Journal for new volunteers and employees.

An increase was included in FY2016 for the creation and implementation of a volunteer recruitment campaign to increase the number of volunteers. As we are serving more clients we are losing volunteers - both civic and corporate. This is the biggest challenge to the program and needs to be a priority.

Postage	Amount charged to DSAAPD	\$700
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Amount is based on the cost of postage for mail needed to conduct normal business.

Insurance, Liability	Amount charged to DSAAPD	\$6,000
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Amount is based on actual amount charged by the carrier. SACC participates in the Delaware Workplace Safety Program to maintain the lowest possible rate.

Insurance, Auto	Amount charged to DSAAPD	\$1,550
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Amount is based on actual amount charged by the carrier to insure the 4 vehicles that the program uses to deliver meals.

Repairs	Amount charged to DSAAPD	\$3,000
----------------	---------------------------------	----------------

Amount is what is required to service delivery vehicles as needed. No Increase is included.

Nutrition Services	Amount charged to DSAAPD	\$35,000
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Included is funding for nutrition intervention services including nutrition education and counseling, screening, menu review, site monitoring and staff training.

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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.

Computer Network Servi	Amount charged to DSAAPD	\$13,500
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Includes costs associated with maintaining and updating hardware and software systems necessary for daily operations and for accurate and timely submission of reports required by DSAAPD.

Executive Director	Amount charged to DSAAPD	\$12,500
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Funding is included proportionately for Executive Director's time required for administration of the nutrition project.

Audit	Amount charged to DSAAPD	\$10,500
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Amount is based on total charges from the firm that conducts the annual audit and prorated for each program administered by SACC.

Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-5 Supplies

Amount charged to DSAAPD \$502,284

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 \$9,650

Amount is based on actual invoices for materials necessary to administer the congregate, home-delivered and SSBG home-delivered meal programs. No increase is included.

Paper Supplies

Amount charged to DSAAPD \$12,500

Funds are used to support the meal service operations at all sites and includes items needed for serving meals, cleaning and sanitation, and meal accompaniments including spices.

Medical Supplies

Amount charged to DSAAPD \$0

Program Supplies

Amount charged to DSAAPD \$0

Photocopy

Amount charged to DSAAPD \$0

Raw Food

Amount charged to DSAAPD \$0

BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-5 Supplies (Continued)

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

Prepared Meals	Amount charged to DSAAPD	\$479,134
Price per Meal <u>\$0.00</u>	# of Meals <u>0</u>	Total <u>\$0</u>

The price per meal varies for each meal type and vendor that we use to procure meals.

The price per meal charged by Delaware Gourmet Catering, our vendor with the largest volume of meals, has increased from \$4.54 per meal in FY2015 to \$4.70 per meal in FY2016 and to \$4.85 per meal in FY2017 for both the Congregate and Home-Delivered programs. The increase for 2017 is not included in the DSAAPD budget.

Congregate Meals:

The price per meal for the largest volume vendor, Delaware Gourmet Catering, has increased from \$4.54 in FY2015 to \$4.70 in FY2015 and to \$4.85 in FY2017 based on increased commodity, health care and insurance costs. The increase for 2017 is not included in the DSAAPD budget.

Vehicle (Oil, Gas, Etc.)	Amount charged to DSAAPD	\$1,000
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Actual amounts required to maintain the 4 vehicles used for meal delivery are included.

Senior Center Space	Amount charged to DSAAPD	\$0
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0	Amount charged to DSAAPD	\$0
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BUDGET WORKSHEET SUPPLEMENT

SACC/CITY FARE CONGREGATE NUTRITION OCTOBER 1, 2016 - SEPTEMBER 30, 2017

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

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD \$0

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

Other (specify)

Amount charged to DSAAPD \$0

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Other (specify)

Amount charged to DSAAPD \$0

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Explain how PROGRAM INCOME was determined:

Program income is determined using actual YTD collections for FY2016. The total amount collected is allocated to its respective meal type and then divided by the total number of meals per type to determine the total amount per meal.

Explain how INDIRECT COST was determined:

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**SACC/CITY FARE
CONGREGATE NUTRITION
OCTOBER 1, 2016 - SEPTEMBER 30, 2017**

Column H Local Cash & In-Kind

****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".**

Detailed Description of Revenue Sources Used as Match	Amount
Use of space to serve congregate meals at Senior Centers	\$120,000
TOTAL	\$120,000

[illegible]

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$120,000
MATCH NEEDED	\$116,521

CONGREGATE NUTRITION SERVICES WORKSHEET

**SACC/CITY FARE
CONGREGATE NUTRITION
OCTOBER 1, 2016 - SEPTEMBER 30, 2017**

Budget Items	TOTAL	Meal Unit				
		Breakfast	Mid-day	Dinner	Medical Food	Modified & Therapeutic
C-1 Staff Salaries	\$366,541	\$0	\$350,745	\$15,796		
C-2 Staff Fringe Benefits	\$75,141	\$0	\$71,903	\$3,238		
C-3 Travel/Training (Total)	\$4,000	\$0	\$3,828	\$172	\$0	\$0
Mileage = Rate X Miles	\$3,000	\$0	\$2,871	\$129		
Training	\$1,000	\$0	\$957	\$43		
Other (specify)	\$0	\$0				
C-4 Contractual (Total)	\$126,725	\$0	\$121,264	\$5,461	\$0	\$0
Rent (include cost per sq. ft.)	\$10,000	\$0	\$9,569	\$431		
Electricity	\$18,500	\$0	\$17,703	\$797		
Heat	\$7,475	\$0	\$7,153	\$322		
Telephone/Internet	\$4,500	\$0	\$4,306	\$194		
Printing/Advertising	\$3,500	\$0	\$3,349	\$151		
Postage	\$700	\$0	\$670	\$30		
Insurance, Liability	\$6,000	\$0	\$5,741	\$259		
Insurance, Auto	\$1,550	\$0	\$1,483	\$67		
Repairs	\$3,000	\$0	\$2,871	\$129		
Nutrition Services	\$35,000	\$0	\$33,492	\$1,508		
Computer Network Services	\$13,500	\$0	\$12,918	\$582		
Executive Director	\$12,500	\$0	\$11,961	\$539		
Audit	\$10,500	\$0	\$10,048	\$452		
C-5 Supplies (Total)	\$801,380	\$0	\$758,551	\$42,829	\$0	\$0
Office Supplies	\$9,650	\$0	\$9,234	\$416		
Paper Supplies	\$12,500	\$0	\$11,961	\$539		
Medical Supplies	\$0	\$0	\$0	\$0		
Program Supplies	\$0	\$0	\$0	\$0		
Photocopy	\$0	\$0	\$0	\$0		
Raw Food	\$0	\$0	\$0	\$0		
Prepared Meals	\$658,230	\$0	\$621,570	\$36,660		
Vehicle (oil, gas, etc)	\$1,000	\$0	\$957	\$43		
Senior Center Space	\$120,000	\$0	\$114,829	\$5,171		
	\$0	\$0				
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0				
Other (specify)	\$0	\$0				
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0				
C-8 Total Budget	\$1,373,787	\$0	\$1,306,291	\$67,496	\$0	\$0
Older Americans Act	\$1,074,691	\$0	\$1,021,726	\$52,965		
Units of Service	181,000	0	173,200	7,800	0	0
Reimbursement Rate			\$5.90	\$6.79		
SSBG	\$0	\$0				
Units of Service	0	0				
Reimbursement Rate						
State	\$0					
Units of Service	0					
Reimbursement Rate						
Tobacco	\$0					
Units of Service	0					
Reimbursement Rate						
Program Income	\$179,096	\$0	\$169,736	\$9,360		
Units of Service	181,000	0	173,200	7,800		
Per Meal		\$0.00	\$0.98	\$1.20		
USDA Commodities	\$0					
Units of Service	0					
Per Meal						
Local	\$120,000		\$114,829	\$5,171		

Unit Cost Contract Budget

Agency: SACC/CITY FARE
Program/Service: Congregate Nutrition Services
Contract Year: OCTOBER 1, 2016 - SEPTEMBER 30, 2017

OAA Programs (With Program Income)

	Breakfast Meal	Mid-day Meal	Dinner Meal	Medical Food	Modified & Therapeutic	TOTALS
A. Unit Cost						
B. Program Income per Unit of Service	\$0.00	\$6.88	\$7.99			
C. DSAAPD Reimbursement Rate (A - B)	\$0.00	\$0.98	\$1.20			
D. Planned Service Units	0	173,200	7,800	0	0	181,000
E. Total Resources Needed:						
a. Maximum DSAAPD Resources (C x D)	\$0	\$1,021,880	\$52,962			\$1,074,842
b. NSIP (Commodity Food)						\$0
c. Program Income (B x D)	\$0	\$169,736	\$9,360			\$179,096
d. 10% Matching Funds						\$119,427

(E.a. ÷ 0.9) - E.a.

Total Congregate Nutrition Services Contract Amount **\$1,074,842**

NUTRITION VALIDATION WORKSHEET

SACC/CITY FARE
CONGREGATE NUTRITION
OCTOBER 1, 2016 - SEPTEMBER 30, 2017

Budget Items	TOTAL Nutrition Worksheets	Congregate	TOTAL Budget Worksheet	Validation
C-1 Staff Salaries	\$366,541	\$366,541	\$366,541	\$0
C-2 Staff Fringe Benefits	\$75,141	\$75,141	\$75,141	\$0
C-3 Travel/Training (Total)	\$4,000	\$4,000	\$4,000	\$0
Mileage = Rate X Miles	\$3,000	\$3,000	\$3,000	\$0
Training	\$1,000	\$1,000	\$1,000	\$0
Other (specify)	\$0	\$0	\$0	\$0
C-4 Contractual (Total)	\$126,725	\$126,725	\$126,725	\$0
Rent (include cost per sq. ft.)	\$10,000	\$10,000	\$10,000	\$0
Electricity	\$18,500	\$18,500	\$18,500	\$0
Heat	\$7,475	\$7,475	\$7,475	\$0
Telephone/Internet	\$4,500	\$4,500	\$4,500	\$0
Printing/Advertising	\$3,500	\$3,500	\$3,500	\$0
Postage	\$700	\$700	\$700	\$0
Insurance, Liability	\$6,000	\$6,000	\$6,000	\$0
Insurance, Auto	\$1,550	\$1,550	\$1,550	\$0
Repairs	\$3,000	\$3,000	\$3,000	\$0
Nutrition Services	\$35,000	\$35,000	\$35,000	\$0
Computer Network Services	\$13,500	\$13,500	\$13,500	\$0
Executive Director	\$12,500	\$12,500	\$12,500	\$0
Audit	\$10,500	\$10,500	\$10,500	\$0
C-5 Supplies (Total)	\$801,380	\$801,380	\$801,380	\$0
Office Supplies	\$9,650	\$9,650	\$9,650	\$0
Paper Supplies	\$12,500	\$12,500	\$12,500	\$0
Medical Supplies	\$0	\$0	\$0	\$0
Program Supplies	\$0	\$0	\$0	\$0
Photocopy	\$0	\$0	\$0	\$0
Raw Food	\$0	\$0	\$0	\$0
Prepared Meals	\$658,230	\$658,230	\$658,230	\$0
Vehicle (oil, gas, etc)	\$1,000	\$1,000	\$1,000	\$0
Senior Center Space	\$120,000	\$120,000	\$120,000	\$0
0	\$0	\$0	\$0	\$0
C-6 Equipment/Other Direct Costs (Total)	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0
Other (specify)	\$0	\$0	\$0	\$0
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0	\$0	\$0	\$0
C-8 Total Budget	\$1,373,787	\$1,373,787	\$1,373,787	\$0
C-9 Total Budget w/o Local Cash & In-Kind	\$1,253,787	\$1,253,787	\$1,253,787	\$0

APPENDIX E: DSAAPD Policy Manual For Contracts

(Included by Reference)

Link to DSAAPD Policy Manual for Contracts:

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

APPENDIX F: DSAAPD Policy Manual For Contracts-
Nutrition (included by reference)

Link to DSAAPD Policy Manual for Contracts - Nutrition:

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

APPENDIX G: *The Request For Proposal (Included by Reference)*

Refer to DSAAPD RFP HSS #13-011

APPENDIX H: *Work Plan*



**St. Anthony's Community Center/City Fare
Work Plan
October 1, 2016 through September 30, 2017
Title IIIC Congregate and Home-Delivered Meals
SSBG Home-Delivered Meals**

1. Service Definition

It has been well-documented that providing seniors with nutritious meals when they are no longer able to shop and cook for themselves helps them to remain living in their own homes, as opposed to institutional care.

Homebound:

Brown University; a study by their Shaping Long-Term Care in America Project (2012).

<http://news.brown.edu/pressreleases/2012/12/meals>

Quote: "For every \$25 per year per older adult above the national average that states spend on home-delivered meals, they could reduce their percentage of low-care nursing home residents compared to the national average by 1 percentage point."

Center for Effective Government; "Sequestering Meals on Wheels Could Cost the Nation \$489 Million per Year" (4/30/2013). <http://www.foreffectivegov.org/sequestration-and-meals-on-wheels>

Quote: "While across-the-board spending cuts that began March 1, called sequestration, are expected to reduce spending on Meals on Wheels programs this year by an estimated \$10 million, these savings will be dwarfed by at least \$489 million per year in increased spending on Medicaid, both this year and in each subsequent year that sequestration remains in place."

Congregate

The Administration on Aging discusses the effectiveness of providing seniors with "viable community living opportunities."

http://www.hhs.gov/recovery/reports/plans/pdf20100610/AoA_Congregate_Nutrition_Services%20June20June%202010.pdf

It is the mission of City Fare to help seniors maintain their health and independence by providing nutritious meals, nutrition education and counseling.

The following are excerpts from letters from our clients' families:

"Please accept this donation in memory of my father. He passed away on November 22. He looked forward to seeing the volunteers who would deliver the meals. Some days, when we forgot to tell you he was not home, your staff was always calling to make sure all was okay when he did not answer the door. That concern was much appreciated."

“My mom, who is 89 years old fell in August and was placed in a care facility for rehabilitation. Ten days later she was sent home – which is where she wanted to go. She lives alone in an apartment. She could not still be living independently if were not for City Fare. On mom’s behalf, I thank each and every one of you who make a real difference in the lives of many.”

2. Service Unit

Congregate

Midday meals will be served at lunchtime to eligible participants. Midday meal options include a hot meal or a salad. Evening meals are regularly served two days per week at St. Anthony’s Senior Center and at other sites upon request for special events. All meals are composed to meet DSAAPD Nutrient Analysis Guidelines as stated in the Service Specifications. Midday meals served at Ingleside will conform to Menu Format stated in the Service Specifications. Midday meals served at the Jewish Community Center are kosher meals and conform to Menu Format stated in the Service Specifications. Midday meals served at the Chinese American Community Center are ethnically appropriate meals and conform to Menu Format stated in the Service Specifications. Midday meals served at the Indo American Association of Delaware are ethnically appropriate meals and conform to Menu Format stated in the Service Specifications.

Home-Delivered

Midday meals will be delivered to the homes of eligible participants at lunchtime. For those that need them, a supplemental cold meal is also provided. Some also receive bag suppers for the weekend which are delivered on Fridays. All meals are composed to meet DSAAPD Nutrient Analysis Guidelines as stated in the Service Specifications. Midday meals provided by the Kutz Home are kosher meals and conform to Menu Format stated in the Service Specifications. Medical Foods are provided to select clients who have a doctor’s verification that they cannot tolerate solid foods as per DSAAPD policy.

Nutrition Intervention services including nutrition screening, education and counseling are provided to Congregate and Home-Delivered participants as appropriate and per policy.

3. Service Goal

For FY2017, the service goal is to serve 181,000 meals in the Congregate program and 217,261 meals in the Home-Delivered program. All targets are based on actual FY2016 year to date meals served, program costs and available resources. These meals will be provided to approximately 4,000 people in the congregare program and 1,430 people in the home-delivered program.

4. Service Area (Geographical)

Home-Delivered meals will be served throughout New Castle County, excluding the City of Newark which is served by Newark Senior Center; and New Castle County south of Townsend, which is served by the Modern Maturity Center. Congregate meals will also be served throughout the county, at senior centers currently providing congregate meal service through OAA - Title III. The city of Newark and sites in southern New Castle County are again excluded.

5. Service Location

Home-Delivered meals are picked up by volunteers and paid drivers at eight sites throughout the county and at five senior centers in the city. Sites are strategically located as to ensure that no delivery route is longer than one and a half hours in duration. Meals are then delivered to the homes of elderly homebound citizens.

Congregate meals will be served at twenty-eight senior centers and senior housing complexes throughout the county at the centers listed below.

Site	Address	Available Space (Sq Ft)	Accessibility	Days and Hours of Operation
Absalom Jones	310 Kiamensi Road	1,800	ramp	M-F 9-3
Brandywine	3301 Green Street	800	ramp	MTWF 9-3
C & D	100 Liberty Terrace	2,000	flat entrance & interior	M-F 9-2
CACC	1313 Little Baltimore Rd	3,000	flat entrance & interior	W 10-4
Christiana Care	700 Lea Blvd- 1st Floor, Main Bldg	1,400	ramp	M-F 9-3
Claymore	504 S. Clayton St.	2,000	ramp	M-F 930-3
Compton Towers	325 E. 5th Street	1,000	elevator	M-F 10-2
Delawarr	19 Lambson Lane	800	ramp	M-F 9-3
Ingleside	1005 N. Franklin St	2,000	ramp & elevator	M- Su 9-6
Jewish Community Center	101 Garden of Eden Road	1,605	flat entrance, ramps in interior	M-F 10-2
Jimmy Jenkins	2300 Bowers St	1,500	flat entrance & interior	M-F 9-4

M.O.T.	300 S. Scott St	2,500	ramp & elevator	M-F 830-4
Maplewood	501 S. Rodney St.	300	elevator	M-F 10-2
Mid-County	First Regiment Road	2,000	ramp	M-F 9-3
Mt. Joy	451 Townsend St	700	ramp	MWF 9-2
New Castle	400 South Street	1,800	ramp	M-F 9-3
Oak Grove	11 Poplar Avenue	1,500	ramp	M-F 830-2
Parkview Apartments	1800 N. Broom St.	800	elevator	M-F 9-2
People's Settlement	408 E. 8th St	1,000	flat entrance & interior	M-F 930-2
Sacred Heart	922 Madison St	1,000	ramp & elevator	M-F 10-2
Salvation Army	102 W. 5th St	1,767	flat entrance & interior	M-F 9-3
Sellers	500 Duncan Road	1,743	ramp	M-F 830-230
St Anthony's	1703 W. 10th St	2,000	ramp & elevator	MWF 8-4, Tu & Th 8-8, Sa 10-2, Su 1030-230
St Patrick's	107 E 14th St	2,000	flat entrance & interior	M-F 9-3, Sa & Su 10-2
Terry Apartments	2400 N. Broom St.	300	elevator	M-F 10-2
West Center City	501 N Madison St	1,000	elevator	M-F 930-2
Wilmington	1901 N. Market St	1,200	ramp	M-F 930-2
Woodlea Apartments	5500 Fairmont Drive	1,500	ramp & elevator	M-F 930-2

6. Eligibility

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required. The Home Delivered Nutrition Criteria Guide will be used in addition to the NAPIS form to document the eligibility of Title III funded and SSBG funded Home-Delivered meals participants.

*Administered by St. Anthony's Community Center, Inc.
City Fare welcomes anyone 60+ regardless of race, creed, national origin, or handicap.*

7. Describe how you plan to meet the service standards listed in the program's service specifications:

Congregate 7.1 – 7.2

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Congregate 7.3

All clients who are provided a congregate meal complete a NAPIS Intake form in the same month that they are counted as new in the program to verify eligibility by age, marriage or living status.

Congregate 7.4

Sites and hours of operation are listed in Section 5.

Congregate 7.5

A link to the ADRC website is provided on www.cityfare.org. Several of the sites that provide meal service are also Caregiver Resource Centers and provide ADRC information as well.

Congregate 7.6

The senior and community centers that serve congregate meals provide both program outreach and client information and assistance. Nutrition education is provided quarterly at meal sites by City Fare's Registered Dietitian. Group counseling is provided in quarterly Diabetes Support Groups and/or Weight Management Groups. Individual counseling is provided following groups sessions during "Ask the Dietitian" sessions.

Congregate 7.7

City Fare and individual senior centers work provide SNAP information and also work with the Food Bank of Delaware's SNAP Outreach program.

Congregate 7.11

All clients are asked to complete a meal satisfaction survey in the second and fourth quarter each year – one for each menu set. This feedback is used to write menus and change procedures and/or menu items to increase client satisfaction, to the extent possible. At meetings attended by participants from meal sites potential new menu items are offered for taste testing to gauge acceptability before they are served.

Congregate 7.12

Sign in sheets that document the names of participants who ate a meal for each day at each meal site are used to create monthly invoices and are kept on file according to DSAAPD policy.

Congregate 7.13

All clients who are provided a congregate meal complete a NAPIS Intake form in the same month that they are counted as new in the program to verify eligibility by age, marriage or living status.

Congregate 7.14

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to all DSAAPD Service Specifications. Continual efforts are made to improve program operations through staff and volunteer training and the development of risk management policies within the agency. All site staff attend monthly training sessions to meet Site Certification Program Requirements. Documentation of training topic and attendance are available.

Congregate 7.15

Nutrition Screening will be completed per DSAAPD policy using the DETERMINE form. Registered Dietitian will conduct necessary follow up for all high-risk clients, as appropriate.'

Congregate 7.16

The age requirement for membership at senior centers starts at 50 to 55. Those under age 60 are offered a meal and pay the full cost of the meal. These meals are not included in the invoice to DSAAPD.

Congregate 7.17

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to the most recent FDA Food Code, specifically time and temperature as it relates to food safety.

Congregate 7.18

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Monitoring will be conducted by Project Director, Assistant Project Director, Food Service Supervisor and Registered Dietitian for all vendors and congregate nutrition sites. Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites.

Congregate 7.19

Competitive bid procedures are followed when sub-contractors are selected.

Congregate 7.20

All contracts with signature are on file and available for review.

Congregate 7.21

USDA Commodities are not utilized.

Congregate 7.22

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required.

Congregate 7.23

Medical foods are offered through the home-delivered meals program.

Congregate 7.24-7.29

Menu planning with food vendors will be completed by Project Director and Registered Dietitian.

All City Fare menus meet current DSAAPD requirements based on the 2010 Dietary Guidelines.

City Fare currently serves two sets of menus, each with its own 5 week menu cycle.

Menu analysis of cycle menu will be completed per contract with food vendors to ensure that all meals served meet federal and DSAAPD meal requirements. Menu analysis will include criteria based on DRI's for older Americans. Cycle menu will be reviewed per DSAAPD menu analysis policy by Registered Dietitian as well as vendors' Registered Dietitians as is currently practiced.

All menus are composed during the menu planning process to meet strict cost and budget requirements in addition to nutrient requirements.

Those sites/vendors with a small volume of meals will continue to serve meals based on menu format, and will not be required to submit a complete nutrient analysis. These smaller vendors are utilized to provide ethnically diverse meals to participants. This includes kosher meals for congregate and home-delivered clients.

Changes to menu cycle are submitted to DSAAPD as they occur.

Congregate 7.30-7.32.6

All community centers and senior housing facilities that are a part of the City Fare program sign a Memorandum of Agreement annually. The criteria listed in this specification are included in the MOA and all sites are in compliance.

Congregate 7.34 – Prohibited Activities

Meals that do meet DSAAPD requirements are not submitted for reimbursement. The only services that are provided are nutrition education and counseling. City Fare serves meals to those who are eligible, regardless of their inability or willingness to provide a donation. Take out meals are not provided in addition to a regular meal.

Congregate 7.35 – Staffing Requirements

Current CITY Fare Project Director, Erica Porter, is a graduate of the Nutrition and Dietetics program of the University of Delaware and has completed graduate credits at the National Institutes of Health through the Foundation for Advancement of Education in the Sciences and at the University of Delaware in Public Administration. She has administered the CITY Fare nutrition project since April 2001, managing all operations of the program.

CITY Fare employs a Registered and Licensed Dietitian through contract.

Home-Delivered 7.1

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Home-Delivered 7.2

CITY Fare will continue to assess client's eligibility to receive Home-Delivered Meals based on the criteria presented in section 6 during an initial interview at each prospective client's home. Interview will take place within three days of client referral. Meal delivery will begin on the Monday following the initial assessment, provided that the prospective client meets all eligibility requirements as established by DSAAPD

Home-Delivered 7.3

Home-delivered meals are provided to eligible clients Monday through Friday. All clients receive a daily hot meal. For those who need it cold supplemental meals are delivered for consumption during the week or on the weekend.

Home-Delivered 7.4 and 7.6

A link to the ADRC website is provided on www.cityfare.org. . In the in-home assessment interview clients are provided with information regarding other needed services including the Guide to Services for Older Delawareans, NCCo Senior Roll Call, transportation and housekeeping services. City Fare also provides information to clients regarding the Food Stamp Outreach Program operated by the Food Bank of Delaware to those who qualify.

Home-Delivered 7.5

Adult Protective Services will be notified if CITY Fare staff feels that a participant may be in imminent danger.

Home-Delivered 7.8

Volunteer recruitment is an on-going activity and a priority for the Volunteer Coordinator.

Home-Delivered 7.9

Project Income funds are a part of the budget and are subtracted from the DSAAPD reimbursement rate.

Home-Delivered 7.10

USDA Commodities are not utilized.

Home-Delivered 7.11

Policy and Procedure Manual is updated and available for review. Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. The Policy and Procedure Manual and the Site Manager Handbook collectively address all DSAAPD service specifications and policies and procedures. Fiscal Management, Food Service Management, Safety and Sanitation and Staff Responsibilities are all included.

Home-Delivered 7.12

All clients are asked to complete a meal satisfaction survey in the second and fourth quarter each year – one for each menu set. This feedback is used to write menus and change procedures and/or menu items to increase client satisfaction, to the extent possible. At meetings attended by participants from meal sites potential new menu items are offered for taste testing to gauge acceptability before they are served.

Home-Delivered 7.13

Service records are documented in the client database and kept for 6 years from date of service per DSAAPD policy.

Home-Delivered 7.14

Nutrition Screening forms are updated annually at reassessment home visits and are reviewed by the Registered Dietitian.

Home-Delivered 7.15-7.19

Menu planning with food vendors will be completed by Project Director and Registered Dietitian.

All City Fare menus meet current DSAAPD requirements based on the 2010 Dietary Guidelines.

City Fare currently serves two sets of menus, each with its own 5 week menu cycle.

Menu analysis of cycle menu will be completed per contract with food vendors to ensure that all meals served meet federal and DSAAPD meal requirements. Menu analysis will include criteria based on DRI's for older Americans. Cycle menu will be reviewed per DSAAPD menu analysis policy by Registered Dietitian as well as vendors' Registered Dietitians as is currently practiced.

Those sites/vendors with a small volume of meals will continue to serve meals based on menu format, and will not be required to submit a complete nutrient analysis. These smaller vendors are utilized to provide ethnically diverse meals to participants. This includes kosher meals for congregate and home-delivered clients.

Changes to menu cycle are submitted to DSAAPD as they occur.

Home-Delivered 7.20

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Monitoring will be conducted by Project Director and/or Assistant Project Director and Food Service Supervisor for all vendors and congregate nutrition sites. Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites.

Home-Delivered 7.21

Competitive bid procedures are followed when sub-contractors are selected.

Home-Delivered 7.22

All contracts with signature are on file and available for review.

Home-Delivered 7.23-7.24

All meals are prepared fresh. No excess food is utilized.

Frozen meals utilized for holidays conform to DSAAPD Menu Format. Frozen meal entrees and fresh condiment bags are provided and follow the same service temperature guidelines as do regular cycle meals.

Home-Delivered 7.5

Food containers and utensils are provided upon request.

Home-Delivered 7.26

Emergency meals are provided early in the winter season before the first snowfall to ensure that clients have a meal in the event that City Fare is unable to deliver meals due to a weather emergency.

Home-Delivered 7.27

Kosher meals are provided for those who require them.

Home-Delivered 7.28

Diet orders are obtained for all participants and are updated annually as part of the reassessment process.

Home-Delivered 7.29

Chopped meals are provided to those who have difficulty chewing and swallowing. These meals follow the regular menu cycle and are texture modified.

Home-Delivered 7.30-7.32

Policies and Procedures and job descriptions have been established and are in practice for all staff and volunteers. All policies and procedures direct the efforts of staff and volunteers to ensure compliance to the most recent FDA Food Code, specifically time and temperature as it relates to food safety.

Home-Delivered 7.33

CITY Fare does not contract with outside organizations to perform nutrition assessments.

Home-Delivered 7.34

Along with the donation statement, clients receive the CITY Fare Update each month. This is a newsletter providing information on food safety, healthy eating, dehydration during summer months and other related health and nutrition topics.

Home-Delivered 7.36

All persons who eat a meal that is charged to DSAAPD complete a NAPIS Intake Form to verify eligibility per DSAAPD policies. NAPIS Information is submitted to DSAAPD as required.

Congregate 7.37 – Prohibited Activities

Meals that do meet DSAAPD requirements are not submitted for reimbursement. The only services that are provided are nutrition education and counseling. City Fare serves meals to those who are eligible, regardless of their inability or willingness to provide a donation.

Congregate 7.38-7.40 – Staffing Requirements

Current CITY Fare Project Director, Erica Porter, is a graduate of the Nutrition and Dietetics program of the University of Delaware and has completed graduate credits at the National Institutes of Health through the Foundation for Advancement of Education in the Sciences and at the University of Delaware in Public Administration. She has administered the CITY Fare nutrition project since April 2001, managing all operations of the program.

CITY Fare employs a Registered and Licensed Dietitian through contract.

8. Describe agency's internal program evaluation and monitoring process:

Monitoring of nutrition sites and food vendors will continue to be conducted per DSAAPD Policy and Procedure by Project Director and/or Assistant Project Director and Food Service Supervisor.

All subcontractors that provide meals for City Fare are required by contract to strictly adhere to the most recent FDA Food Code. Food production sites are monitored quarterly and meal service sites are monitored twice annually to ensure adherence to proper food handling and service standards. Appropriate follow up will be taken based on monitoring to ensure food safety and sanitation.

Temperature monitoring will be conducted monthly at all nutrition sites and meal pick up sites. Appropriate follow up will be conducted to ensure food safety as needed.

A project self-assessment is completed as needed to identify opportunities for improvement.

9. Describe the ways volunteers are utilized in the program:

Volunteers are absolutely vital to the effective management of the program.

In congregate meal program, senior center members volunteer to help Site Managers serve meals and clean up after meal service. City Fare is an RSVP station as an incentive for volunteer participation.

On any given weekday at lunchtime there are about 60 people volunteering to deliver meals to City Fare homebound clients.

City Fare will continue to use volunteers each weekday to deliver hot meals and a friendly visit to the elderly, homebound meal recipients.

Large corporations that provide volunteers to deliver meals include DuPont, WSFS Bank, M&T Bank, Citibank, Delmarva Power, Capitol One, and JPMorgan Chase.

Corporate volunteer groups comprise about 500 people; church groups comprise about 500 people and civic groups comprise about 500 people. A total of about 1,500 people collectively volunteer to deliver meals in New Castle County.

The total value of the service of our volunteer corps is approximately \$395,000 annually. Their services are leveraged to be able to serve more meals to the elderly in New Castle County.