**Area of Geographic service:**

 Aitkin County

Carlton County

Cook County

Itasca County

Lake County

St. Louis County

Koochiching County

**Lead / Fiscal Agency: **

|  |  |  |
| --- | --- | --- |
| Legal Name |  | |
| Contact Person |  | |
| Street Address |  | |
| Mailing Address |  | |
| City / State / Zip |  | |
| Phone/Fax |  | |
| Email/ Website |  | |
| Governing Board members regularly meet on: | |  |
|  | |  |
| Board Chair |  | |
| Address |  | |
| City / State / Zip |  | |
| Phone/Fax |  | |
| Email |  | |

**Type of Company / Agency:**

|  |  |  |
| --- | --- | --- |
| Private Non-Profit | 501 c3 | Other |
| Private For-Profit | Government | Yrs. of Operation |

**Key Personnel**

**Chief Administrative Officer:**

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Address |  |
| City / State / Zip |  |
| Phone/Fax |  |
| Email |  |

**Project Manager:**

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Address |  |
| City / State / Zip |  |
| Phone/Fax |  |
| Email |  |

**Accountant/Finance Personnel:**

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Address |  |
| City / State / Zip |  |
| Phone/Fax |  |
| Email |  |

**I, the undersigned, representing  agree to** (Organization Name)

**abide by Appendices B, C, and D as submitted with application dated **

**Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title **

**Signed Appendices submitted with this application:**

**Appendix A** Cost and Revenue Application

**Appendix E** Statement of Assurance

**Appendix F** Sub-Contractor Certification

**Appendix G** Affirmative Action/Non-Discrimination Plan

**Appendix H** Affidavit of Non-Collusion

**Appendix J** Disaster Planning Assurance

**GENERAL CONTRACTING REQUIREMENTS**

**A. COMPLIANCE WITH LAWS**

Contracting organizations must comply with all federal, state, and local laws, rules, regulations, standards, and contractual requirements applicable to providing the contracted service(s). Contracting organizations will be required to sign assurances, including, but not limited to, non-discrimination and equal opportunity.

**B. COMPLIANCE WITH SERVICE STANDARDS**

Contracting organizations must comply with all applicable program policies and standards included in Appendices A and B, and Minnesota Board on Aging (MBA) contracting requirements. Services must be implemented according to these standards unless a temporary or permanent waiver of compliance has been granted by the AAAA. Requests for waivers must be identified in the proposer's response to the RFP to be eligible for inclusion in the contract(s).

**C. SERVICE ELIGIBILITY**

Eligibility for services is controlled by federal and state laws and regulations, including, but not limited to, those found in the Older Americans Act, AAAA Title III-C Grantee/Contractor manual, OMB Circulars, etc. In general, persons 60 years of age or older are eligible for Older Americans Act services. Contracting organizations must comply with eligibility criteria, as further defined in the Title IIIC Minimum Nutrition Service Standards/Definitions, Appendix B.

A means test may not be utilized to determine eligibility for Older Americans Act Title III services.

Service may not be denied to an older individual, based on their willingness or ability to contribute towards the cost of the service.

**D. TARGET POPULATIONS**

Contracting organizations must serve individuals who meet target population criteria, as specified in the Title IIIC Minimum Nutrition Service Standards/Definitions, Appendix B.

**E. INVOLVEMENT OF OLDER PERSONS**

Contractors must involve older persons, including program participants, in decisions related to service design, delivery and an ongoing quality improvement process.

**F. VOLUNTEERS**

Volunteers provide an important and cost-effective means of increasing or enhancing services for older people. Contractors must be able to detail how volunteers will be utilized in the program.

**G. STAFFING GUIDELINES**

The Contractor must utilize an adequate number of qualified paid and volunteer staff to assure satisfactory operation of the program. Preference should be given to persons age 60 and over in the hiring for all positions when other qualifications are equal.

**H. STAFF ORIENTATION/TRAINING PLAN**

All staff, both paid and volunteer, must receive orientation before providing services and in-service training on a quarterly basis. Each service provider should have a written training plan describing the content of orientation and training. Current written job descriptions shall be available for all paid and volunteer staff. All staff shall have a performance evaluation at least once each year.

**I. ADVISORY COUNCIL/CONSUMER INPUT**

Each Contractor must make provision for periodically obtaining the advice of persons competent in the field of service, older individuals who are participants, and persons knowledgeable in the needs of older individuals relative to effective delivery of senior nutrition services.

Contractors shall establish a means of soliciting participant input on appropriate matters relating to the service program through advisory councils, surveys, suggestions boxes, and questionnaires at least once a year.

**J. QUALITY IMPROVEMENT**

A quality improvement process will be implemented by each Contractor which includes regular and ongoing monitoring of service quality, consumer satisfaction and outcome evaluation. Methods of receiving consumer input on the quality of services need to be intact and utilized on a regular basis. Examples include site councils, project councils, consumer forums, consumer satisfaction surveys, telephone interviews, visits, etc.

**K. MONITORING**

Administrative and service delivery procedures of Contractors shall be monitored to ensure clients are receiving services in an appropriate manner, the program is operating with full accountability and a quality improvement plan is being implemented.

**L. CONTRACT TERMS AND CONDITIONS**

Contracting organizations will be required to sign the AAAA Contract form that refers to specific program standards and assurances.

**M. ACCESS TO DATA**

All books, records, documents, reports and other data shall be subject to, at all reasonable times, whether scheduled or unscheduled, inspection, review, or audit by the State of Minnesota or MBA personnel, or other personnel duly authorized by the MBA, the Office of the State Auditor, or other state or federal officials as authorized by law, rule, regulation or agreement.

**N. ACCOUNTING SYSTEM REQUIREMENTS**

The Contractor must establish and maintain an accounting system that adequately identifies each revenue source and the application of funds. The accounting records must contain information pertaining to projects, grants or subgrant awards, and all authorizations, obligations, unobligated balances, assets, liabilities, outlays, expenditures and revenue. Each funding source shall bear only reasonable and allowable costs.

An adequate audit trail shall be maintained. All transactions and other significant events are to be clearly documented. The documentation is to be readily available for examination by persons authorized by the MBA.

The Contractor will utilize an accounting system that determines as accurately as possible the actual costs to provide the service(s) by funding source. This accounting system provides the means to gather fiscal data necessary to:

\*Determine the value of a unit of service;

\*Meet competition;

\*Determine the proposal price;

\*Determine if funds were generated in excess of allowable costs or if a loss occurred.

The Contractor must establish and maintain adequate internal control systems and standards that apply to the entire operation of the organization. Specific requirements include:

* Maintenance of current charts of accounts,
* Maintenance of current accounting policies and procedures manual that includes a complete description of the organization’s financial management functions.
* Separate fund accounts identified with the accounting system to account for grant funds.
* Methods for adequate identification of receipts and expenditures for each grant, contract or subcontract for each fund.
* Adequate documentation supporting all accounting entries.
* Monthly reconciliation of bank accounts, with records kept on file.
* Monthly trial balance prepared to ensure accounting records are posted correctly and the book (general ledger) is balanced.
* Written inventory control procedure kept on file.
* Employee duties and responsibilities separated so no one employee has sole control over cash receipts, disbursements, and reconciliation of bank accounts.

**O. AUDIT REQUIREMENTS**

This program is funded with federal financial assistance funds and state funds. The Contractor of this program is considered a sub-recipient of Title III federal financial assistance, subject to audit requirements under OMB Uniform Administrative Requirements, Cost Principles and Audit requirements. Award is subject to provisions of the Older Americans Act of 1965, as amended; Title 2, Part 200 of Federal Regulations; Administration on Aging Regulations; MBA Policy and Procedures; approved budget in the application and other related documents; special conditions; any contingencies listed. **Audit to be performed in accordance with Title 2 Part 200 of Federal Regulations** and the Minnesota Board on Aging audit policies and procedures as applicable. All records related to the federal financial assistance funds will be retained for at least a period of three years after the audit is resolved by the AAAA. All records related to state financial assistance funds will be retained for six years after completion of the funding period.

**P. MATCH REQUIREMENTS**

The Title III-C Nutrition Service Programs are federally funded programs and require a minimum of 15% in non-federal cash and/or in-kind matching funds for each program.

The federal share of these contracts may not exceed 85% of the total net cost of the program. Local match may be met with cash and/or in-kind resources utilized in the performance of the contracted services.

**Q. PARTICIPANT CONTRIBUTIONS**

The Contractor shall develop and publish a schedule of suggested contributions and shall advise clients of the opportunity to contribute towards the cost of the service. In no case shall the Contractor deny the provision of service to a consumer who is unable or unwilling to make a contribution. Contractors cannot charge a fee for Title III services.

**R. PROGRAM INCOME**

Program Income, as defined in [45 CFR 74](https://www.gpo.gov/fdsys/pkg/CFR-2017-title45-vol1/pdf/CFR-2017-title45-vol1-part74.pdf) (or [45 CFR 92](https://www.gpo.gov/fdsys/pkg/CFR-2017-title45-vol1/pdf/CFR-2017-title45-vol1-part92.pdf)), includes, but is not limited to, client contributions and other income received by or due to the contracting organization, as a result of activities wholly or partially supported by funds from the contract. Contracting organizations must report all program income to the AAA per the signed contract agreement.

**S. REPORTING**

The Contractor shall make such reports as the AAAA requires in the manner, form, and per the schedule indicated below.

1. **Federal/State Monthly Meal Counts and Revisions**: Monthly. Due no later than the 10th day of the month for services provided the previous month. Required information includes service units, unduplicated persons served, and Contractor income and expenditures.
   * Contractors using The Advanced Information Manager (AIM) application for participant tracking and data collection must ensure that service units and unduplicated persons served data is accurate, complete and current by the 10th day of the month. A separate financial (income and expenditures) report must be sent to the AAAA.
   * Contractors using a different participant tracking and data system, must export electronic files in a format that is fully compliant with AIM Import Utility to the AAAA. These files must contain accurate, complete and current monthly service units, client assessment information and unduplicated persons served. A separate report will include income and expenditures for that month.
2. **Quarterly Discussion: Progress Report on Targeting**. Quarterly. At the end of each quarter, the Contractor will meet with the AAAA to discuss: 1) progress on improving the accuracy and comprehensiveness of participant data as it appears in the NAPIS database and 2) progress on targeting nutrition services based on the criteria outlined in the Title III-C Minimum Nutrition Standards/Definitions.

The following reports from NAPIS will be generated and will be the basis of the discussion. Documentation regarding issues discussed, identified challenges/barriers, and agreed upon action steps shall be developed by the AAAA, reviewed by the Contractor and kept on file. Other existing and future NAPIS reports may also be used as discussion items relating to Contractor compliance with contract expectations.

NAPIS reports include:

* + Nutrition Risk: MN 102
  + Race/Ethnicity, Rural, Income, 2+ ADL limitations: MN 02a

1. **Copies of Menus and Nutrient Analysis**: Quarterly. Menu cycles are five weeks in length or longer and submitted to the AAAA on a quarterly basis along with the nutrient analysis conducted on the menu/s.
2. **Equipment Inventory**: (For equipment purchased with federal funds only) Submitted annually as of December 31, not later than January 10.
3. **Final Financial Report**: Required for congregate and home-delivered nutrition services.

**T. REIMBURSEMENT METHOD**

The contract entered in to is an agreement for a set rate per service unit provided to eligible participants. Monthly service unit counts are required to justify the payment of funds. Payment will be made on a unit cost rate basis for the services provided and when required reporting is completed.

Rates may be revised during the contract period by amendment at the discretion of the AAAA if there are extenuating circumstances.

Contracting organizations must bill the AAAA or its assigns on approved forms no later than the 10th day of the month for services provided the previous month.

**U. INSURANCE REQUIREMENTS**

* 1. The Contractor shall not commence work under the contract until they have obtained all the insurance described below. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the grant contract.
  2. The Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  3. **Workers’ Compensation Insurance:** Except as provided below,Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** amounts are as follows:

$100,000 – Bodily Injury by Disease per employee

$500,000 – Bodily Injury by Disease aggregate

$100,000 – Bodily Injury by Accident

* 1. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** amounts are as follows:

$2,000,000 – per occurrence

$2,000,000 – annual aggregate

$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other: AAAA named as an Additional Insured

* 1. **Commercial Automobile Liability:** Contractor is required to maintain insurance protecting the Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this grant contract, and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance **minimum** amounts are as follows:

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile

* 1. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance (if applicable)**

This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

Contractor is required to carry the following **minimum** amounts:

$2,000,000 – per claim or event

$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the AAAA. If the Contractor desires authority from the AAAA to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the AAAA can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this contract and the Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If the Contractor discontinues such insurance, then extended reporting period coverage must be purchased to fulfill this requirement.

* 1. **Blanket Employee Theft/Employee Dishonesty Insurance.**

Contractor is required to obtain a blanket employee theft/employee dishonesty policy in at least the total amount of the first year’s grant award as either an addendum on its property insurance policy, or if it is not feasible to include it as an addendum to a property insurance policy, as a stand-alone employee theft/employee dishonesty policy. The AAAA will be named as both a joint payee and a certificate holder on the property insurance policy addendum or on the stand-alone employee theft/employee dishonesty policy, whichever is applicable. Only in cases in which the first year’s grant award exceeds the available employee theft/employee dishonesty coverage may Contractors provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater. Upon execution of a grant contract, the Contractor must furnish the AAAA with a certificate of employee theft/employee dishonesty insurance.

3. Additional Insurance Conditions:

* Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the AAAA with respect to any claim arising out of Contractor’s performance under this contract;
* Contractor’s policy(ies) and Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled or non-renewed without at least thirty (30) days advanced written notice to the AAAA;
* Contractor is responsible for payment of contract related insurance premiums and deductibles;
* If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
* Include legal defense fees in addition to its liability policy limits; and
* Obtain insurance policies from an insurance company having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota.

4. The AAAA reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the AAAA, and copies of policies must be submitted to the AAAA’s authorized representative upon written request.

5. The successful responder is required to submit acceptable evidence of insurance coverage requirements prior to commencing work under the contract.

**V.** **PROHIBITED SERVICE ACTIVITIES**

a) A means test may not be utilized to determine eligibility for Older Americans Act Title III services.

b) Service may not be denied to an older individual based on their unwillingness or inability to contribute towards the cost of the meal or service.

**Dated May 15, 2009**

**Effective June 1, 2009**

# TITLE III C MINIMUM NUTRITION STANDARDS/DEFINITIONS

**Congregate Nutrition Services**

**Home-Delivered Meal Nutrition Services**

**I. PERFORMANCE STANDARDS**

2006 OAA Amendments - [Sections 331, 336 and 339](https://www.acl.gov/programs/health-wellness/nutrition-services); AAA Operations Manual - MBA 3.22 Nutrition Services; and Arrowhead AAA Policy Manual).

**1. Congregate Meals**

Provision to, and received by, an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting, a meal which:

a) is high quality and nutritionally complete, prepared and served under safe and sanitary conditions, in a manner that is cost effective and;

b) meets the current Dietary Guidelines (<http://www.health.gov/dietaryguidelines/>), Recommended Dietary Allowances (RDAs) and Adequate Intakes (AIs). Refer to the Dietary Reference Intake (DRI) table (<http://fnic.nal.usda.gov/>) for vitamins and elements for older adults who are 70+ years of age;

c) is available at least five days per week, unless a lesser frequency is approved by the Minnesota Board on Aging (OAA Sec. 331).

**Service Unit:** One congregate meal (Cluster 2 Service)

**2. Home-Delivered Meals**

Provision to, and received by, an eligible client or other eligible participant at the client's place of residence, a meal which:

a) is high quality and nutritionally complete, prepared and served under safe and sanitary conditions, in a manner that is cost effective and;

b) meets the current Dietary Guidelines, RDAs and AIs for vitamins and elements for older adults who are 70+ years of age;

c) is available at least five days per week, unless a lesser frequency is approved by the Minnesota Board on Aging (OAA Sec. 336).

**Service Unit**: One home-delivered meal (Cluster 1 Service)

## PROGRAM ELIGIBILITY

a) Persons who are 60 years of age or older and spouse, regardless of age and other individuals, as specified in OAA Sec. 339 (2)(I); 45 CFR 1321.17 (f)(12) (<http://www.gpoaccess.gov/cfr/index.html>).

b) Home-delivered meal recipients must be 60 years of age or older, homebound by reason of illness, disability or functional need, and unable to prepare their own meals.

c) Meals may be made available to individuals under the age of 60 with disabilities who reside in a non-institutional household with and accompany an individual eligible for congregate meals.

d) At the approval of the AAAA, meals may be offered to individuals providing volunteer services during meal hours on the same basis that meals are provided to participating older individuals.

e) A means test may not be utilized to determine eligibility for Older Americans Act Title III nutrition services.

f) Service may not be denied to an older individual, based on their willingness or ability to contribute towards the cost of the meal or service.

## HOME-DELIVERED MEAL ASSESSMENTS

All home-delivered meal recipients will receive an in-person assessment to determine eligibility for HDMs, to identify dietary needs and any food preferences and to provide information and linkages about other services.

a) Each person requesting a home-delivered meal must be "assessed" prior to or within 10 working days after the beginning of meal delivery for his/her need for HDMs and other supportive services, or assure that assessments are done. All NAPIS data collected in the assessment must be entered into the AIM database.

b) Reassessments shall occur as needed, but at least annually. All NAPIS data collected at reassessment must be entered into the AIM database.

## 5. TARGET POPULATIONS

Congregate Meals: individuals age 60+ who are at moderate to high nutrition risk. Priority will be given to individuals with incomes at or below poverty level (<https://aspe.hhs.gov/poverty-guidelines>) and who meet at least one of the following criteria:

* member of diverse population,
* limited English proficiency, and/or
* lives in rural area.

Home Delivered Meals: individuals age 60+ who are at high nutrition risk and have 2 or more limitations in Activities of Daily Living (ADLs). Priority will be given to individuals with incomes at or below poverty level and who meet at least one of the following criteria:

* member of diverse population,
* limited English proficiency, and/or
* lives in rural area.

Individuals participating in the congregate or home-delivered meal program who are determined to be at high nutrition risk may receive one or more meals per day seven days a week, with the approval of the AAAA.

**6. *LOCATION OF SERVICES***

a) Congregate Dining Services, as per OAA 331 (2):

1. In a congregate setting, including affordable housing, adult day services and multi-generational meal sites, and sites for comprehensive supportive services;
2. In close proximity to the majority of eligible older individuals' residences, as feasible.

In addition, locations in multi-purpose senior centers, schools, churches, or other appropriate community facilities are emphasized, preferably within walking distance where possible, and where appropriate, transportation to sites is furnished;

b) Facilities must be free of architectural barriers, pursuant to Section 504 of the Rehabilitation Act of 1973 (<https://www.dol.gov/oasam/regs/statutes/sec504.htm>), and any amendments thereto.

**MEAL STANDARDS**

(OAA Secs. 331; 336; 339; MBA 3.22 Nutrition Services, MBA Operations Manual and AAAA Title III-C Grantee/Contractor Manual)

**1. Nutritional Quality**

a) The federal Older Americans Act requires that all meals served must be high quality and nutritionally complete, prepared and served under safe and sanitary conditions, in a manner that is cost effective and;

(i) provide a minimum of 33 and 1/3 percent of the current Recommended Dietary Allowances (RDA) and Adequate Intake (AI) for vitamins and elements, as adopted in 2008 by the Food and Nutrition Board of the National Academy of Sciences;

(ii) provide, if two meals are served, together, a minimum of 66 and 2/3 percent of the current Recommended Dietary Allowances (RDA) and Adequate Intake (AI) for vitamins and elements, as adopted in 2008 by the Food and Nutrition Board of the National Academy of Sciences; and the second meal shall be balanced and proportional in calories and nutrients; and

(iii) incorporate the current U.S. Dietary Guidelines for Americans as established by the U.S. Department of Health and Human Services and the U.S. Department of Agriculture.

b) The Minnesota Board on Aging establishes state standards to operationalize the federal nutrition requirements. The MBA encourages senior nutrition service providers to refer to the Nutrition Service Providers Guide for the 2005 Dietary Guidelines for Americans ([www.health.gov/dietaryguidelines/dga2005/toolkit/Providers/Part1.htm](http://www.health.gov/dietaryguidelines/dga2005/toolkit/Providers/Part1.htm)) to inform their program implementation. All meals will:

(i) comply with the RDA/AI for vitamins and elements for older adults who are 70 years of age and older and the current U.S. Dietary Guidelines.

(ii) provide a calorie range of 700 to 800 calories or more, since it is the main meal of the day for most seniors.

(iii) targeted nutrients include Vitamin A (vegetable-derived sources), Vitamin C, fiber, calcium, and protein since they are deficient in diets of older adults, or are markers for other important nutrients. Targeting specific nutrients should not be interpreted as permission to ignore others. Menus will be evaluated routinely for these nutrients and analysis will be sent to the AAAA each quarter.

(iv) contractors will use an approved software program for analyzing menus. Exceptions may be made with the approval of the AAAA. Examples include small rural restaurants or cafes and ethnic meal providers.

(v) contain a fat content of approximately 30% of total calories per meal and a weekly average not to exceed 35%. Up to two meals per menu cycle are exempt;

(vi) contain a sodium content per meal of less than 1200 milligrams averaged over a week. Up to two meals per menu cycle are exempt. The ACL recommends 800 milligrams per meal based on the 2000 Dietary Guidelines;

(vii) incorporate a fiber content per meal of 7 to 10 grams, as feasible, according to ACL recommendations based on the current Dietary Guidelines;

(viii) provide, at minimum, appropriate foods for a diabetic diet and no added salt diet (800 – 1000 mg sodium per meal) for persons with special dietary needs.

(ix) will be planned using cycle menus for a minimum period of five weeks. Cycle menus and special menus must be planned and/or approved by a Licensed Dietitian or Nutritionist as per MN Statutes Chapter 148.621 ([www.revisor.leg.state.mn.us/statutes/?id+148.621](http://www.revisor.leg.state.mn.us/statutes/?id+148.621)) and MN Rules Chapter 3250 (<https://www.revisor.mn.gov/rules/?id=3250>).

(x) emphasize the importance of balancing nutritious meals with physical activity.

Contractors will incorporate the current Dietary Guidelines into menus through food procurement methods and menu modifications. Some examples include increasing nutrient-rich fruits and vegetables, whole grain products, and dry beans, peas, lentils, purchasing lower fat cuts of meat, decreasing the amount of fat in recipes and limiting the number of high fat and sodium entrees. Sites should offer the option to hold gravy, sauces or salad dressings on the serving line or serve items on the side, when the gravy, sauce or dressing is not incorporated into the recipe.

**2. Special or Modified Diets**

(OAA Sec. 339 (2)(A)(iii), MBA 3.222 and AAAA Title III-C Grantee/Contractor Manual)

Each project will provide special menus, to the maximum extent practicable to meet particular dietary needs of eligible individuals arising from health requirements, religious requirements, or ethnic background.

a) At a minimum, diabetic and no added salt meals shall be available. Low-fat meals are recommended.

b) The diabetic meals will be based on 1500 - 1800 calories daily and no added salt diet (800 – 1000mg per meal or less).

c) The Contractor will provide appropriate instructions to food preparation sites and caterers. Substitutes for the high sugar and high sodium items on regular menus must be available. Information describing modified diets must be accessible for referring agencies.

d) All menus must be reviewed and approved by a Licensed Dietitian or Licensed Nutritionist.

e) A physician's diet order may be required and shall be renewed as agreed upon with the physician.

**3. Food Grades & Standards**

The following minimum food grades and standards must be met:

a) Canned Fruits or Vegetables - USDA Grade A - packed in juice or light syrup

b) Fresh Fruits or Vegetables - USDA #1 Quality or better

c) Frozen Fruits or Vegetables - USDA Grade A or better

d) Poultry - USDA Grade A or better

e) Beef - USDA Choice or better

f) Pork - USDA #1 or better; pork chops - loin or rib cut end-to-end; Ham - center cut

g) Beef, poultry and meat byproducts - USDA choice grade; all meat USDA stamped; from federally approved inspection plant;

h) Ground Meats (beef, pork, poultry) not to exceed 15% fat;

i) Fish - All fish and seafood products shall be of comparable quality to USDA guidelines for beef and poultry

j) Eggs (pasteurized eggs) Grade AA

k) Milk, fresh pasteurized fluid, USDA Grade A - Vitamin A & D fortified

l) Cheese - Natural, USDA Grade A; pasteurized or processed pasteurized cheese; American or Swiss; [Note: protein content of processed cheese will be lower than whole cheese]. Cheese food not allowed. Cottage cheese - USDA Grade A;

m) Butter or margarine - USDA Grade A; margarine fortified with Vitamin A

n) Mixed meat entrees - pre-made items, such as Lasagna and Chop Suey must meet all USDA standards and program requirements for amounts of protein and sodium. Entrees will be evaluated according to texture, percentage of extenders, preservative content and MSG (mono-sodium glutamate) is eliminated.

o) Salt (iodized)

p) Other:

Textured Vegetable Protein (TVP), a soy protein extender used in ground meals or meat products in an 80:20 ratio, or in accordance with U.S. Department of Agriculture (USDA) standards.

* Restructured meat patties: No more than 4 times per menu cycle. Restructured meat patties are meat or poultry that is removed from the bone, ground, sometimes tenderized and reshaped formed into the shape of the meat (ie. pork chops, beef or pork ribs, veal or beef patties, also No Name Steak, as opposed to the real thing). If these items are used, they may not be called patties or riblets or other so they are not mistaken for roasts or chops.

**4. Standardized Recipes**

a) Tested quantity recipes, adjusted to yield the number of servings needed, must be used to achieve consistent and desirable quality and quantity. The Contractor will provide the AAAA with a copy of these recipes when requested and maintain a recipe file for the current quarter at each production site.

b) The AAAA reserves the right to modify the above requirements should items meeting the specifications not be acceptable to participants of the program.

c) The AAAA reserves the right to inspect such foods to determine compliance with the specifications and to reject any food not meeting such specifications.

d) Preparation methods designed to conserve the nutritive value of food should be followed at all times. Specific attention should be given to short cooking periods and minimum use of water in preparation of vegetables.

e) When delivered, the food should be appetizing, attractive in color and texture, not greasy, and lightly seasoned. Whenever possible the use of herbs and spices should be used to enhance flavor of foods.

**5. Safety and Sanitation Requirements**

Meals must meet all federal, state and local health and sanitation requirements (OAA Sec. 339 (2)(C)(F), MBA Operations Manual Sec. 3.224 Nutrition Services, [Chapter 4626 Dept of Health Minnesota Food Code](http://www.health.state.mn.us/divs/eh/food/code/), AAAA Title III-C Grantee/Contractor Manual).

a) Nutrition contractors must meet all federal, state and local laws and regulations regarding the safe and sanitary handling of food, equipment and supplies used in the storage, preparation service and delivery of meals to older persons.

b) All service providers must adhere to state or local Board of Health Requirements for Food and Beverage Establishments and be subject to review by the Health Department Sanitarians. Exceptions to these regulations must be approved by the State Board of Health in writing.

c) All nutrition services preparation sites must be licensed and serving sites must be approved by the state and local Boards of Health (MBA 3.225). Staff must be licensed in accordance with current state and local health department codes.

d) Food temperatures at the time of service and at the time of delivery must be at 150 degrees F or above for hot foods and 40 degrees F or below for perishable cold foods. 140 degrees F is acceptable for home-delivered meal routes of 45 minutes or less.

e) Nutrition contractors must utilize temperature probes for checking food temperatures. In addition, refrigerators and freezers located at food preparation and service sites must have thermometers.

f) Equipment must meet all state and local health codes, or be approved by the local health department. Equipment should meet NSF (National Sanitation Foundation) standards or be approved by the state or local health departments.

g) Insulated containers or other appropriate materials that are easily cleaned and sanitized each day must be used to maintain acceptable temperatures during the transport of bulk foods to serving sites, and for home-delivered meals on delivery routes.

h) The kitchen design and layout plans for new sites and any food service preparation facilities (e.g. region-wide central kitchens) must receive prior approval by all of the local health departments where service will be provided.

i) Facilities must meet all fire and safety codes, with regular inspections.

**6. Food and Equipment Procurement**

All food and equipment procurement will be transacted in accordance with federal and state requirements for goods and services (MBA 3.223).

a) All goods privately contributed to the project must meet those standards of quality, sanitation, and safety that apply to foods that are purchased commercially by the Project.

b) Foods prepared or canned in the home may not be used in meals provided by the Project. Foods that are uncooked and donated by participants may be used and may also be prepared for freezing at the sites for future use.

c) Annual equipment inventories are to be conducted.

**III. STAFFING STANDARDS**

The Contractor must utilize an adequate number of qualified paid and volunteer staff to assure satisfactory operation of the program

Preference should be given to persons age 60 or over in the hiring for all positions when other qualifications are equal.

**1. Staffing Pattern**

a) The staffing pattern will include:

i) Nutrition Program Director

The program director is empowered with the necessary authority to conduct the day-to-day management and administrative functions of the program.

The Program Director must be employed by and be responsible to the recipient agency of this contract. If the Contractor has the contract for both the congregate and home-delivered nutrition services programs, the full-time congregate nutrition program director may receive approval from the AAA to also administer the home-delivered meal program. The program director must account separately for time spent administering each program.

The Program Director must have management and supervisory experience. A background in foods, nutrition or food service management is desirable, but if the Project Director does not have such a background, a person so qualified shall assist in the planning and in making decisions which affect the scope and quality of food service.

ii) Program Coordinator/Assistant Director

The Program Coordinator(s) or Assistant Director(s) monitor program implementation, supervises site operations, recruits, trains and supervises site staff, maintains site records and performs quality improvement and compliance activities as directed by the Program Director. This position develops and maintains local consumer advisory groups, networks and collaborates with area senior service providers.

The Program Coordinator/Assistance Director staff has management and supervisory experience. A background in foods, nutrition or food service management is desirable, but if the Project Coordinator does not have such a background, a person so qualified shall assist in the planning and in making decisions that affect the scope and quality of food service.

iii) Licensed Dietitian:

A Licensed Dietitian must be on staff or retained under contract to provide nutrition, dietary, or food service consultation to the Contractor. If the program director is a Licensed Dietitian, the requirement for a Licensed Dietitian may be waived.

Contractors are required to consult with a licensed dietitian or licensed nutritionist, at minimum in these areas:

1. Approve standard/master menus to include current recipes.

2. Modify and/or review, and approve substitutions to include recipes.

3. Modify menus to meet special diet requirements.

4. Periodically observe food preparation, serving and handling.

5. Provide technical assistance & training to nutrition program personnel.

6. Counsel participants on special dietary requirements (per request).

iv) Other Personnel:

The method used to provide meals will determine the number and type of permanent, consultant or volunteer personnel required to manage each nutrition site and provide fiscal, administrative and clerical support.

#### 2. Staff Orientation/Training Plan

a) All staff, both paid and volunteer, receive orientation before providing senior nutrition services. The service provider should provide in-service training on a quarterly basis. Possible topics include follow-up to nutrition risk assessments, aging and health concerns of older persons, customer service, food sanitation/safety/storage, CPR and disaster preparation, cultural sensitivity, contribution procedures, nutrient value of foods, etc.

In-service training should be designed to enhance each staff member’s performance of his/her specific job responsibilities, and will take into account requests for training from staff, and be designed to resolve problems identified during AAA quality assurance checks and assessment(s) of the Contractor.

b) Each service provider should have a written training plan describing the content of orientation and the subject matter expected to be covered during in-service training. The dates and content of training actually provided should also be documented.

c) Current written job descriptions shall be available for all paid and volunteer staff.

d) All staff shall have a performance evaluation at least once each year.

**IV. ADVISORY COUNCILS/CONSUMER INPUT**

(OAA Sec. 339(G); MBA 3.222, AAAA Title III-C Grantee/Contractor Manual)

a) Each nutrition project will establish and administer the nutrition project with the advice of licensed dietitians/nutritionists, persons competent in the field of service in which the nutrition project is being provided, older persons who participate in the program, and of persons who are knowledgeable with regard to the needs of older persons.

b) Each Contractor must make provision for periodically obtaining the advice of persons competent in the field of nutrition, older individuals who are participants, and person knowledgeable in the needs of the elderly relative to effective delivery of service.

c) Contractors shall establish a means of soliciting participant input on appropriate matters relating to the senior nutrition program through advisory councils, surveys, suggestion boxes, questionnaires [AAA: specify method(s) and frequency].

**Approved by the MBA**

**March 20, 2009**

**2009-2014 Senior Nutrition Priorities and Directions**

**Priority 1 - Maximize Resources**

**Priority 1 - Maximize Resources**

1. **Target the most vulnerable.**

**Tactics**

* Ensure that Older Americans Act targeting criteria are met.
* Balance the need for socialization with health and nutrition needs when possible
* Target older adults who are identified to be at high nutrition risk. Give priority to providing nutrition services to individuals who are at high nutrition risk in both the congregate and home-delivered meals programs.
* Develop criteria for services – phase in migration to serving higher risk/need. In part, use CMS income data by zip code to target services.
* Develop statewide policy on opening and closing sites, and on allowable reductions in service.
* Investigate, and if warranted, pilot private pay approach as a way to assure sustainability and maximize resources.
* Investigate ways to maximize contribution levels including offering enhanced meal options.
* Identify unmet need by tracking waiting lists, intake requests and Senior LinkAge Line calls and other potential methods that were identified.

1. **Achieve a collective understanding of available resources and identify ways to leverage these resources.**

**Tactics**

* Establish the Contracts Workgroup represented by providers, AAA, and MBA staff to update and streamline the contracting process. Evaluate and adjust the new contracting process on an annual basis, with input from providers and AAAs.
* Implement a new RFP/Contract Template that will include statewide standardized cost definitions, reviewed standards aligned with minimum OAA requirements, and additional methods to minimize provider risk, and mid-course contract renegotiations.
* Ensure adequate communication about available resources between Area Agencies on Aging and providers.
* Make appropriate use of Elderly Waiver, Alternative Care and Title III to provide nutrition services to older Minnesotans.
* Leverage other nutrition programs, including the Nutrition Assistance Program for Seniors (NAPS), Senior Farmers Market, and Food Support/Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps) to help maximize resources.

1. **Expand the use of technology and identify other ways to streamline data collection that will more fully use data to drive program changes.**

**Tactics**

* Establish the Data Workgroup to:
  + 1. identify and facilitate implementation of technology that might include bar code cards, scannable forms and finger print tracking
    2. research financial sources and partners to implement new technology
    3. establish benchmarks to reach 100% NAPIS registration form completion
    4. identify statewide data components that will be utilized to inform nutrition program planning.
* Explore options to facilitate completion of NAPIS registration forms, with particular emphasis on the nutrition risk assessment.

1. **Enhance nutrition education to empower consumers to make healthful choices**

**Tactics**

* Partner with other organizations/networks that are focused on the health of older adults, including University of MN Food and Nutrition Network and University of Minnesota Extension.
* In collaboration with the MN Department of Health, disseminate evidence-based health promotion and disease prevention models statewide, including Eat Better Move More and Healthy Eating for Successful Living.

**Priority 2 - Build Relationships in the Aging Network**

1. **Rebuild trust at all levels.**

**Tactics**

* MBA will meet in-person at least annually with providers and AAAs to collectively address challenges in service delivery. Opportunity for discussion on these topics will be included to gather input from all groups
* MBA will establish and coordinate regularly scheduled communication between providers, AAAs and MBA. This will include implementing the feedback loop on requests and requirements.
* Encourage AAAs to have representatives from other AAAs participate in their proposal review process.

1. **Improve communication channels across Minnesota’s aging network.**

**Tactics**

* Establish an area on the MBA extranet for Area Agency and nutrition provider staff to share program forms, information, new ideas, and challenges related to providing nutrition services to older Minnesotans.
* Build and expand referral networks for providers including long term care and home health providers. Assure that nutrition services are included with these groups and linked to other services as appropriate.
* Develop and use a consistent message about the value of the Senior Nutrition Program that can be communicated to funding sources including state and local government.

1. **Explore innovative methods of cost containment.**

**Priority 3 - Improve Sustainability**

**Tactics**

* Incorporate the nutrition program into federal long-term care reform efforts, such as Project 2020.
* Determine costs and benefits of existing and new service delivery models, including bundled service delivery, frozen meals, group purchasing and/or a single caterer for multiple programs.
* Disseminate models identified as cost-effective statewide, as appropriate.

1. **Enhance methods to assure quality of service.**

**Tactics**

* Define and measure quality standards based on metrics that include consumer preference, costs, current research and cultural needs.

1. **Develop new models to recruit and retain volunteers.**

**Tactics**

* Facilitate program exchanges between Minnesota’s Area Agencies on Aging and providers on ways to engage volunteers. Continue to learn from other states on ways to recruit and retain volunteers.
* Develop a process to assess the costs and benefits to using volunteers versus paid staff.

**Dated: Feb. 1997**

**ASSURANCES OF COMPLIANCE AND CERTIFICATIONS**

**REQUIRED BY FEDERAL LAW**

1. The applicant agency understands and agrees that the assurances and certifications listed below are part of the application and are binding upon the applicant agency and the conduct of the project subsequent to the award of any funds by the Area Agency on Aging:

2. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended *(check appropriate box and provide required information)*

( ) The recipient employs fewer than fifteen persons;

( ) The recipient employs fifteen or more persons and, pursuant to section 84.7(a) of the regulation [45 CFR 84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the HHS regulations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name and Address of Designee(s) if different from Authorized Official listed below

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(IRS) Employer Identification Number

3. The person signing below acknowledges and agrees that: (1) the person signing this document as the authorized representatives of the applicant agency; (2) the signature of the authorized official constitutes an acknowledgement that the applicant agency has received and reviewed each of the listed assurances and certifications [E.(1) through E.(6)]; (3) the authorized official's signature on this form constitutes a signature on each of the listed assurances and certifications [E.(1) through E. (6)]; and (4) the authorized official certifies that all information on this form and the application is complete and correct to the best of the authorized official's knowledge.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Office Name of Applicant Agency/Recipient

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Authorized Official Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Official

**E. (1) GENERAL ASSURANCES AGREEMENT BETWEEN APPLICANT AGENCY AND AREA AGENCY UPON SUBMISSION OF PROPOSAL**

The applicant agency submits this application for a grant award under Title III of the Older Americans Act, as amended, in keeping with the provisions of this section and the information provided in the remainder of this application.

The applicant agency HEREBY AGREES:

1. That the project will be carried out in accordance with Title III of the Older Americans Act, the program regulations issued thereto, the policies and procedures established by the Area Agency, and the terms and conditions of this application as approved by the Area Agency in making an award of funds.

2. That where subcontracts are proposed for the operating of one or more components of the proposal, and are approved as part of any award of funds under title, the applicant agency retains full and complete responsibility for the operation of the project in keeping with the policies and procedures established by the Area Agency for the project. The applicant agency will be held accountable by the Area Agency for all project expenditures; and will ensure that all expenditures incurred by the subcontracting agency (ies) will be in accordance with the cost policies and procedures established by the Area Agency, in keeping with the guidelines of the Administration on Aging. Copies of the proposed subcontracts are submitted with this application.

3. To cooperate with the Area Agency in its efforts toward developing a comprehensive and coordinated system of services for the elderly, by participating in joint planning efforts and other activities mutually agreed upon to meet this goal.

4. To provide for or participate in such training as may be necessary to enable paid and volunteer project personnel to perform more effectively.

5. To actively seek qualified older persons for paid positions on the project.

6. To make provisions where feasible for volunteer opportunities for older persons.

7. To cooperate and assist in efforts undertaken by the Area Agency, the Minnesota Board on Aging, the Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and costs of the project.

8. That no personal information obtained from an individual in conjunction with the project shall be disclosed in a form which identifies an individual without the written and informed consent of the individual concerned.

9. Agrees to keep such records and make reports in such form and containing such information as may be required by the Area Agency.

10. To maintain such accounts and documents as will serve to permit determination at any time of the status of funds within the award, including the disposition of all monies received from the Area Agency, and the nature and amount of all charges claimed against such funds.

11. To comply with equal employment opportunity and affirmative action principles so that employment practices are based solely on the work related abilities and qualifications of employees and job applications. Staff are hired, assigned, and promoted without regard to race, color, religion, sex, age, handicap, or national origin.

Also, the applicant agency HEREBY CERTIFIES that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent federal regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations.

**E. (2) ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The applicant agency (hereinafter called the "Recipient')

HEREBY AGREES THAT it will comply with the Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to section 84.5(a) of the regulation [45 CFR 84.5(a)], the Recipient gives this Assurance in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other Federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for Federal financial assistance that were approved before such date. The Recipient recognizes and agrees that such Federal financial agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear are authorized to sign this Assurance on behalf of the Recipient.

This Assurance obligates the Recipient for the period during which Federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in section 85.5(b) of the regulation [45 CFR 84.5(b)].

# E. (3) ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

The applicant agency (hereinafter called the "Subgrantee")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80 and any amendments thereto) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the subgrantee receives Federal financial assistance from the Area Agency a recipient of Federal financial assistance from the Department (hereinafter called "Grantor"), and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

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

**E. (4) ASSURANCES - NON-CONSTRUCTION PROGRAMS**

[OMB Approval No. 0348-0040]

*Note: Certain of these assurances may not be applicable to your project or program. If you have questions, contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.*

AS THE DULY AUTHORIZED REPRESENTATIVE OF THE APPLICANT, I CERTIFY THAT THE APPLICANT:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the award agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. ' 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in Appendix A of OPM's Standards for a merit system of Personnel Administration (5 CFR 900, Subpart F).

1. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. ' 1681 - 1683, and ' 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. ' 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) ' 523 and ' 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 or 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. ' 1501-1508 and ' 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. ' 276(a) to ' 276(a)-7), the Copeland Act (40 U.S.C. ' 276c and 18 U.S.C ' 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ' 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ' 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ' 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) EO 11593) identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469(a)-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 U.S.C. ' 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. ' 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**E. (5) CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The Authorized Official of the Applicant Agency/Recipient (hereinafter called the "Undersigned") CERTIFIES, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

1. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code, any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*Note: If Disclosure Forms are required, contact your Area Agency on Aging*

**E. (6) CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**

**INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

By signing this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR part 76, CERTIFIES to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant FURTHER AGREES by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**SUBCONTRACTOR CERTIFICATIONS**

1. The individual signing certifies that he/she is authorized to contract on behalf of the Consultant/Independent Contractor.

2. The individual signing certifies that the prices quoted on the contract/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

3. The individual signing certifies that there has been no attempt by the Consultant/Independent Contractor to discourage any potential contractor from submitting a proposal.

4. The individual signing certifies that he/she has read and understands all of the information in the Request for Proposal and this contract.

5. The individual signing certifies that the Consultant/Independent Contractor does carry insurance and will provide a certificate of insurance naming \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (provider name) as additional insured upon signing this contract. Consultant/Independent Contractor's naming of Agency as an Additional Insured in its liability policy (ies) pursuant to this Agreement, shall afford coverage only for the negligent performance of activities by Consultant/Independent Contractor for Agency pursuant to this Agreement, be limited by the terms and conditions appearing in such Agreement, and not in event be construed for any purpose so as to make Consultant/Independent Contractor or its insurer liable for the acts of omissions of Agency, its agents, or employees.

6. The individual signing certifies that the Consultant/Independent Contractor has an Affirmative Action Plan in place and a current Equal Opportunity Statement.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor's Firm Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor's Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Individual Signing

**Affirmative Action Plan**

State Of Minnesota – Affirmative Action Data Page

*If your response to this solicitation is in excess of $100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary*. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification*

## BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to Box B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

*-or-*

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

□ We have a current Certificate of Compliance issued by the MDHR. **Proceed to** Box C. **Include a copy of your certificate with your response.**

□ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_\_\_\_\_\_(time)]. **Proceed to** Box C.

□ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected***.*  **Proceed to** Box C**. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – **For those companies not described in** BOX A

Check below.

* We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to** BOX C.

BOX C – **For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contract. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Telephone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For assistance with this form, contact:**

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| Minnesota Department of Human Rights, Compliance Services Section | |
| Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 | TC Metro: (651) 296-5663 Toll Free: 800-657-3704 |
| Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us/) | Fax: (651) 296-9042  TTY: (651) 296-1283 |
| Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net) |  |

STATE OF MINNESOTA

AFFIDAVIT OF NONCOLLUSION

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);

2. That the attached Proposal submitted in response to the AAAA Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;

3. That the contents of the Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the Proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder’s Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Subscribed and sworn to me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

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

**State of Minnesota - Immigration Status Certification**

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.uscis.gov/e-verify>.

If any response to a solicitation is or could be in excess of $50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

|  |
| --- |
| 1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and  2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.  **I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**  Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

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| --- | --- | --- | --- |
| Mail: | 112 Administration Bldg., 50 Sherburne Ave. St. Paul, MN 55155 |  |  |

**For assistance with this form, contact:**

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

**Assurances for Disaster/Pandemic Planning, Implementation and Recovery**

The Senior Service Provider shall:

1. Participate with county disaster/emergency planners in developing emergency responses that accommodate the special needs of older and disabled persons, including (as appropriate):
   1. Notification, warning and ongoing communication methods such as: (1) ability to telecommute from alternative sites (e.g., a staff’s home); (2) community methods for alerting citizens providing information in other formats as needed; and (3) alternative technologies such as satellite phones in case of loss of towers or phone lines.
   2. Back-up plan for individual advocacy and assistance for frail/vulnerable persons, delivered from staff’s home or remote sites.
   3. Locating people who are functionally in need of assistance in evacuation.
   4. High-profile (easily accessible) information clearinghouse for individuals to access emergency information and to report critical problems.
   5. Training for emergency personnel regarding special needs of older and disabled persons, including prosthetic devices, other needed durable medical equipment, oxygen supplies and prescription drugs.
   6. Shelter standards and protocols that ensure assessment of “at risk individuals” and accommodate their functional needs while preserving independence.
   7. Evacuation and shelter protocols regarding (1) maintaining connections between caregivers and care receivers to minimize separation or emotional trauma, and (2) companion animals.
2. Coordinate work with regional Voluntary Organizations Active in Disaster (VOADs), Community Organizations Active in Disaster (COADs), Centers for Independent Living (CILs), Citizen Corps (<https://www.dhs.gov/citizen-corps>), hospice, and other community-based organizations in developing and implementing emergency response plans.
3. Include older persons in the planning of, implementation of and drilling for emergency preparations.
4. Develop a service continuity/restoration plan that includes:
   1. Criteria and plan for shelf-stable nutrition products to meet nutritional/hydration needs of isolated persons in case of a pandemic.
   2. Criteria for identifying “priority” services and contracts (or subcontracts) with providers that address their ability to continue to provide these key services throughout an emergency.
   3. Providing services to aid in recovery such as congregate meals, transportation, chore, information and assistance, and counseling.
5. Promote *personal* disaster plan preparedness by providing information and resources on such preparations to older individuals.
6. Use and disseminate ACL Emergency Preparedness Materials developed for AAAs <https://www.acl.gov/programs/emergency-preparedness>

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Service Provider Director Date

**CIVIL RIGHTS COMPLAINT PROCEDURE**

The services, facilities, and benefits of this program are for the use of all older people regardless of race, color, sex, religion, disability, or national origin.

Any individual who feels he/she has been denied the opportunity to participate in this program and wishes to file a complaint of discrimination should write the following office:

Executive Director

Minnesota Board on Aging

P.O. Box 64976

St. Paul, MN 55164-0976

Your complaint will receive immediate attention; prompt corrective action as may be necessary will be undertaken. As complainant, you will be informed of the disposition of your complaint.