



**TITLE III-C NUTRITION ELIGIBILITY SERVICES
REQUEST FOR PROPOSALS
July 1, 2018 – June 30, 2021**

FOR SERVICES FUNDED UNDER TITLE III-C
OLDER AMERICANS ACT OF 1965, AS AMENDED IN 2016
910 KAR 1:190 Nutrition Program for Older Persons
902 KAR 45:005 Retail Food Code

Kentuckiana Regional Planning and Development Agency (KIPDA)
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Serving the counties of Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble

Mission Statement: *It is the mission of KIPDA Area Agency on Aging to promote and ensure meaningful and timely services are available for all seniors to improve their health, safety, and overall well-being, and to provide leadership to the aging network through planning and coordination.*

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**KENTUCKIANA REGIONAL PLANNING AND DEVELOPMENT AGENCY
TITLE III C MEALS AND NUTRITION SERVICES FOR THE ELDERLY
REQUEST FOR PROPOSALS**

I. INTRODUCTION AND STATEMENT OF PURPOSE

In accordance with the Older American's Act of 1965 (amended 2016) and Regulations thereto, Kentuckiana Regional Planning and Development Agency (KIPDA) is the designated Area Agency on Aging in the KIPDA Region. The Area Agency on Aging, renamed as the Area Agency on Aging and Independent Living (AAAIL) by the Department for Aging and Independent Living in 2007 is responsible for administering federal and state-funded programs and services for individuals age 60 and older.

KIPDA is seeking proposals from organizations experienced and capable of providing eligible meals and meal services for the target population described under 910 KAR 1:190. The period in which services are to be performed is July 1, 2018 – June 30, 2019. KIPDA has the option, with mutual agreement of the successful applicant (s) to extend a contract for subsequent fiscal years through the procurement period. Continuation of subsequent contracts for services is contingent upon the availability of funding, satisfactory performance of services, compliance with the provisions of the awarded agreement and mutual agreement by both parties. KIPDA reserves the right to extend the procurement period as necessary to ensure the continuous delivery of services for seniors in its region. Additionally, KIPDA reserves the right to discontinue a contract with a successful applicant if it is determined that performance by the successful applicant is jeopardizing the quality or delivery of services. All organizations, if funded shall give priority to low-income minority seniors in the delivery of its services funded through KIPDA. Applicants must meet the minimum conditions to apply and complete the proposal in its entirety, with submission of the documents as requested.

HISTORY AND FUTURE OF THE NUTRITION PROGRAM IN THE KIPDA REGION:

KIPDA has served as the Area Agency on Aging and Independent Living and is the grant recipient of Title III-C Funds since 1974 to administer and implement nutrition services for persons age 60 and older and eligible persons with disabilities, in all seven (7) of the KIPDA AAAIL counties.

KIPDA has contracted with meal caterers through a vendor relationship to ensure the preparation of meals that meet the Kentucky Nutrition Guidelines for seniors on a daily basis, and with meal service providers who served/delivered meals through subcontracts, volunteers, and paid staff.

For two years, Federal funds for this program have remained stable at approximately \$1,390,000 annually. State General funds have been allocated totaling approximately \$111,000. Additionally, successful applicants are required to provide a minimum **15%** match annually to support the overall cost of the service, and collect contributions and donations to support expansion through additional meals for eligible participants. Nutrition Services Incentive Program (NSIP) funds allocated through the Department for Aging and Independent Living will be awarded to KIPDA to purchase additional

congregate and home delivered meals. These funds will be allocated by KIPDA to the selected meal vendor(s) only. Allocations for NSIP vary quarterly with a projected annual allocation of \$200,000.

During Fiscal Year 2017, approximately 1800 persons were served 109,345 meals in the congregate meal program (Title III-C1). A total of \$752,113 was expended (\$597,832 Federal and State funds and \$154,281 program income, provider match and NSIP funds). During Fiscal Year 2017, approximately 900 persons were served 141,072 meals in the home delivered meal program (Title III-C2). A total of \$1,031,733 was expended (\$841,665 Federal and State funds and \$190,068 program income, provider match and NSIP funds).

It is anticipated that a similar number of clients and meals will be served, during this procurement period, as funds and services are available. Persons living in remote areas of the region, however, may have limited choices due to regulatory requirements for delivery of meals. Applicants will work collaboratively with KIPDA to manage the program and adjust services and program design to serve eligible persons effectively.

RESOURCES:

Kentucky Administrative Regulations are available on line. They provide valuable information about Kentucky's Nutrition Program for Older Persons (NPOP). You can access this information at www.lrc.ky.gov/kar/910/001/190.htm

The most recent Kentucky Division of Aging Services Menu Planning Guidelines (December 30, 2009, revised August 5, 2014) are included as a separate attachment.

PROCUREMENT PERIOD: FY2019 – FY2021

Fiscal Year	Period of Contracts
FY2019	July 1, 2018 – June 30, 2019
FY2020	July 1, 2019 – June 30, 2020
FY2021	July 1, 2020 – June 30, 2021

KIPDA reserves the right to select one or more organizations to provide services under any component of this proposal.

Services will be delivered throughout the KIPDA region during the fiscal year 2018 and subsequent years through the procurement period as deemed appropriate. The successful vendor(s) will be expected to offer a high quality service and carry out the services as represented in the application while meeting expected outcomes. KIPDA reserves the right to negotiate with eligible applicants with regard to the scope of work, service area, budget and special provisions. All applicants eligible for consideration and meeting specified standards for a successful proposal are given equal opportunity for negotiation. KIPDA reserves the right to accept or reject any or all quotes meeting minimum requirements for consideration. Awards will be based on the lowest evaluated bid price submitted and determined to be in the best interest of KIPDA, the Title III C Program and its clients.

II. GEOGRAPHIC REGION

The KIPDA Area Agency on Aging and Independent Living service area is comprised of the following counties: Bullitt, Henry, Jefferson, Oldham, Shelby, Spencer and Trimble. According to the US Census Bureau, population data provided by Kentucky Data Center 2016 Estimate, approximately 23% of all persons living in the KIPDA region are 60 years old and older and 22.32% of all persons in Kentucky who are 60 and above live in the KIPDA region. Another perspective is that 18% of all persons in Kentucky who are 60 and older live in Jefferson County. Of all seniors, age 60 and up, in the KIPDA region, 78.8% reside in Jefferson County and 21.09% of the seniors in the KIPDA region reside in the rural counties of Bullitt, Henry, Oldham, Shelby, Spencer and Trimble. Approximately, 10.5% of older persons in the region are low income and 41.5% of low income seniors are minorities. Minority seniors represent 15.1% of the total senior population the KIPDA region. The population in the region is very diverse and represents a wide range of demographics, needs and interested, for older adults and persons with disabilities. Kentucky has the second highest percentage of people with disabilities in the entire nation. The Kentucky Data Center's KIPDA Region Profile indicates that 31.5% of the population in the region has a disability; and 40.41% of persons 65 and older in the region has a disability.

KIPDA AAAIL and its provider/service network and partners continuously plan, develop and implement programs and services that meet the varied needs and interests of this community. The network must be progressive and forward thinking, acknowledging limitations in funding and resources, but considering and taking advantage of every opportunity to move forward in its development.

III. ELIGIBLE POPULATION TO BE SERVED

Individuals, age 60 and older, who reside in the KIPDA region, and meet the eligibility guidelines of the Nutrition Services for Older Persons (NPOP), may receive services. Title III C-1(congregate meals) eligibility guidelines are based on the qualifying age attainment of 60 yrs. or older. Title III C-2 (home delivered meals) services are contingent upon assessment, approval, and determination of service needs as well as qualifying age attainment of 60 yrs. or older.

IV. MINIMUM REQUIREMENTS TO APPLY

Organizations may submit proposals for consideration of funding contingent upon meeting the following conditions:

- A. Financial Capability – Organizations must demonstrate financial solvency and be capable of supporting the programs and services described in its proposal. Organization must have a financial management system established and capable of tracking revenue and expenditures by funding stream or program.
- B. Eligible to Conduct Business in Kentucky and with the Federal Government – Organizations shall either be registered with the Secretary of State's Office if incorporated, possess a current 501(C)(3) certificate to conduct business as a not-for-profit organization, or shall possess a Business License issued by the Commonwealth of Kentucky. Additionally, organizations shall not be barred from

conducting business with the Federal Government as presented on the Federal Debarment and Suspension list. Organizations shall possess a Federal and State tax identification number.

- C. Experience – The applicant is experienced in the delivery of human service programs or as applicable to proposed service, preparation/delivery of meals (at least three (3) years of experience).
- D. Reporting and Computer Systems – Organization possesses computer hardware and software that meets the minimum standards established by KIPDA for purposes of reporting and communicating electronically. Organization is capable of developing or currently has in place a reporting system to provide information regarding the units of service, number of KIPDA participants served, demographic data regarding those served, record of outcomes and time records for each service delivered. Organization will utilize regional information data system.
- E. Match – Organization is able to provide the minimum required match toward the overall cost of the program. Match can be either cash or in-kind third party contribution.
- F. Facilities – Applicant facilities where meals will be prepared and stored meet nutrition services guidelines and facilities will be accessible to individuals needing access to meals for delivery, consistent with federal accessibility requirements and OSHA standards for safety and cleanliness.
- G. Staffing – Staff are available to deliver the services as proposed, have completed a criminal records check with a clean record prior to hire or working in the program, and are licensed or trained as necessary to complete the service to be delivered.

V. TIMELINES

- January 3, 2018** Request for Proposals are released to organizations requesting applications
- January 10, 2018** **Mandatory Bidder's Meeting at KIPDA at 2:00 p.m. (EST) for Nutrition Eligibility Sub recipients.**
- January 16, 2018** Applicant inquiry period allows written contact with KIPDA for the purpose of asking questions regarding the application process. Written questions (fax, mail, e-mail) must be submitted and responses will be distributed to all applicants requesting a response. **E-mail barbara.gordon@kipda.org by Close of Business (COB) January 15, 2018 if interested in receiving inquiry period responses.**
- January 24, 2018** Application must be received at KIPDA reception desk **by 12:00 Noon (EST).**
- January/February 2018** Evaluation Team reviews and scores proposals
- January/February 2018** Funding Committee of Advisory Council meets
- March 2018** KIPDA Board considers proposals

Proposal Submissions: KIPDA established a deadline for submission of proposals and corresponding documents of **12:00 p.m. – Noon- (EST) on January 24, 2018**, via electronically to KipdaDSS.Procurement@kipda.org or to the receptionist desk of the KIPDA Office. All proposals will remain unopened until the deadline of submission has elapsed. The Executive Director of KIPDA, or designee, will open proposals. **Proposals submitted after the established deadline will not be accepted.**

Upon completion of the opening, proposals will be reviewed for general responsiveness. Non-responsive proposals will not be reviewed with applicants notified in writing of non-responsiveness and non-review of proposal. Responsive proposals will be reviewed according to the established schedule with final consideration of proposals by the KIPDA Board of Directors. KIPDA reserves the right to modify the schedule of this procurement if necessary.

All proposals must be submitted in the exact format of the proposal package with each section of information numbered and completed as outlined in the proposal. Proposals not completed in the format outlined, incomplete or containing unanswered questions will be considered non-responsive. KIPDA reserves the right to accept or reject any or all proposals and to obtain additional information from applicants to consider final recommendations for funding if this information is deemed necessary and will benefit the agency. KIPDA further reserves the right to waive certain minor requirements of this process as long as the quality of proposals and services are not jeopardized.

GENERAL INSTRUCTIONS

1. Bidding organizations must be capable and experienced in providing services (minimum three (3) years' experience required to apply). Services will be provided for seniors, age 60 and up based on the availability of funds and projected number of meals to be determined by KIPDA.
2. Organizations wishing to submit an application for consideration of funding will be required to attend a **mandatory bidder's conference** to be held on **January 10, 2018 at 2:00 p.m. (EST) for Eligibility Services Sub Recipients.** Participation may occur by attending the bidder's meeting or accessing the bidder's meeting via conference calling capability.

To participate via conference call contact KIPDA no later than 4:00 p.m. January 9, 2018 at **502-266-5571** (attention Susan Travis) for access information. Organizations that do not participate in the bidder's conference will not be permitted to submit proposals for consideration. Proposals may be downloaded from the KIPDA website at www.kipda.org and are available at the bidder's meeting.

3. Questions concerning this application may be directed to Barbara Gordon, Director of Social Services at barbara.gordon@kipda.org during the inquiry period. Questions will not be answered outside of the inquiry period, unless the Director of Social Services determines it necessary to respond to further questions.
4. Applicants may submit a completed proposal electronically to KipdaDSS.Procurement@kipda.org (no larger than 10 MG). Signature forms may be scanned signatures if proposals are submitted electronically and would be considered an original proposal if submitted by the date and time specified in this RFP with all required signatures. Proposals may also be submitted in hard copy with one original computerized application with signatures **in blue ink** in a three-ring binder with all required signature forms. Handwritten or faxed applications will not be accepted. Complete the proposal in the format presented in this proposal package with each section identified with a heading. Do not include attachments that are not specified or requested within the proposal. **Proposals, regardless of method submitted, must be received at KIPDA (either to electronic address or to the Receptionist at the front desk) no later than January 24, 2018 by 12:00 Noon (EST).**
5. **Proposals submitted in hard copy shall be addressed to: Jack Couch, Executive Director, KIPDA Title III-C Procurement, and 11520 Commonwealth Drive, Louisville, KY 40299.**
6. Submit completed forms, using the checklist included in this application as a guide. Include a table of contents at the beginning of the proposal and include the page numbers for responses on the evaluation tool (available at the bidder's

meeting). Include all required forms with signatures and information requested within the proposal. **The proposal will not be scored if the forms are not completed or signed where indicated.**

7. KIPDA reserves the right to waive certain minor irregularities or provisions of this RFP if necessary to continue implementation of nutrition services in the KIPDA Region and waiving such provisions would not substantially change the original scope or intent of the nutrition services to be implemented. In the event minor provisions are waived, this waiver will be applied to all applications submitted and eligible for consideration.
8. Whenever possible, complete the response to each item requested within the body of the application. If documents are requested, submit the documents as one attachment separate from the application and clearly identify the attachment. Electronic submissions cannot exceed 10 MG. Should attachments exceed this size, separate documents and clearly identify the number of pages of the total expected to be delivered (i.e. attachment 1 of 3; 2 of 3 and 3 of 3).
9. Submit a copy of the evaluation tool provided, with the page numbers included on the evaluation form corresponding to the evaluation question or criteria.
10. Proposals will be reviewed for reasonableness of cost for the services, completeness of responses in the application, statistical data that supports ability to proposed services and other criteria included in the evaluation tool.

VI. CONTRACT INFORMATION

A. Basis of Contract

1. Proposals will be considered based on the lowest evaluated bid price. The evaluation criteria will be made available at the bidder's meeting. The period in which services are to be performed is from July 1, 2018– June 30, 2019. KIPDA has the option to extend contracts through the procurement period, contingent upon the availability of funding, satisfactory performance of contracted services and compliance with the executed agreement between KIPDA and the provider. The KIPDA Board of Directors is the authorizing body that awards contracts on behalf of KIPDA. KIPDA reserves the right to negotiate any terms, conditions, and cost reimbursement payments with successful applicants as appropriate. Payments will be made to successful bidders on a cost reimbursement basis established and agreed upon by both parties. The payment contract method allows for payment to providers upon receipt of appropriate, accurate, and actual invoices (and backup documentation) submitted in a timely manner; satisfactory performance, and availability of funds. KIPDA reserves the right to refuse any and all bids and to accept those bids that are most advantageous to KIPDA in carrying out the goal of the program and to modify payment structure as appropriate. Applicants will be notified in writing of approval or denial of contract award.
2. Organizations may submit a proposal for one or more of the listed services to serve eligible individuals residing in any number of counties in the KIPDA region. Upon final selection of successful proposals submitted in response to the RFP, all proposals shall become public documents of KIPDA and shall be open for review by the public.
3. Program Income is a normal source of revenue collected and reported to support expansion of the Title III-C meal and services. As service providers collect program income, all income shall be used to purchase and serve or deliver additional meals. The service provider will be responsible for the purchase and service/delivery of the meal using program income funds and accounting for the meals.

B. Subcontracting

Subcontracting of services in whole or in part will not be permitted without prior approval from KIPDA. Applicants shall submit a copy of all subcontracts applicable to the services to be delivered with the submission of the proposal. (Draft subcontracts are acceptable).

C. Post-Contract Audit

Office of Management and Budget A-133 audit requirements apply for all federally-funded programs. Applicants receiving less than \$750,000 in federal funds, but more than \$50,000 in State funding will be required to have an audit conducted to validate amounts earned for services, eligible meals and eligible clients served in accordance with applicable laws and regulations.

D. Pre-Contract Costs

Unless the applicant receives written approval from KIPDA's Executive Director, all costs incurred prior to the date of the contract award are not allowable for reimbursement from KIPDA through this process.

E. Availability of Funds

KIPDA has no legal liability for payment of funds or award of a contract until funds are made available to KIPDA for this procurement and notice of such availability, to be confirmed in writing by the Executive Director of KIPDA, is provided to the Contractor.

F. Ex-Parte Contact:

Ex-Parte contact with any member of the KIPDA Aging Advisory Council, KIPDA staff and/or KIPDA Board of Directors in an effort to provide information or influence a recommendation outside a scheduled public meeting established by KIPDA shall be grounds for disqualification of the proposal from further consideration of funding.

G. Reporting Requirements:

Successful applicants will be expected to submit monthly billing reports and as necessary, quarterly program and financial or performance reporting documents. Reports or invoices shall be submitted as follows:

Eligibility Service Providers

Eligibility service providers shall submit monthly billing statements based on payment methods approved by KIPDA will be expected by the 5th day following the end of each month for which payment is requested. Client data shall be entered into the data system as prescribed by KIPDA with each meal served or delivered to a client reported. The following information shall be submitted to KIPDA:

- a. Monthly invoices (includes number of unduplicated clients served, gross total amount, amount of match for the month, program income and amount due from KIPDA).
- b. Successful applicants will complete entry of client data in the data system in a timely and accurate manner. KIPDA policies and procedures related to use of the data system and reporting will be followed.

VII. RESPONSIBILITIES OF SUCCESSFUL SUB RECIPIENTS

1. Provide KIPDA Area Agency on Aging and Independent Living with statistical and other information necessary for State and Federal reporting requirements, as prescribed by KIPDA.
2. Complete a criminal records check on all paid staff and volunteers that will have contact with participants, regardless of service provided.
3. Employ an adequate number of qualified staff to ensure satisfactory conduct of the service.
4. Permit the staff of KIPDA Area Agency on Aging and Independent Living, the Kentucky Department of Aging and Independent Living, and federal representatives to monitor and inspect the operation.
5. Attend meetings and trainings scheduled by KIPDA and/or the Department of Aging and Independent Living.
6. Monitor quality of services delivered to clients, including monitoring of subcontractor services on a regular basis, utilize the standardized client satisfaction surveys provided by KIPDA and submit the completed surveys to KIPDA annually as specified in the final contract.
7. Provide the minimum required match (15%) toward the Federal and State funds available to support the cost of the program. Match percentage may vary depending on the amount of federal funds to be matched. To be allowable, match must be provided through non-federal sources, must be used to conduct allowable services, may not be used for match toward any other program, and must be verifiable. Administration for Community Living (ACL) regulation precludes the use of program income (donations) as match. Match shall be reported, including records to substantiate match, shall be submitted to KIPDA monthly. Match may be provided as follows:

In-Kind Match: This is the value of a third party contribution such as the value of volunteer time, value of donated space utilized, or the value of supplies contributed to conduct proposed services.

Cash Match: Cash match is the amount of a contribution provided by the Second Party to carry out proposed services. This form of match may be supplies, personnel contributing outside the course of normal duties, space, or cash.

Match Calculation:

- a. Total Project Cost (gross total) x .15 = Match Amount; or
- b. $\text{KIPDA Request} / .85 = \text{Total Project Budget}$
Total Project Budget – KIPDA Request = Match Amount

*Note: For purposes of calculating match, total project budget does not contain program income.

7. Program Income is income received from donations, contributions or fund raisers as a result of services provided through funded program services. Program income shall be utilized toward program expansion. Providers will be responsible for utilizing all program income collected for III-C eligibility services to purchase additional Title III C services. The purpose for program income is to expand the nutrition services for older persons. Program income shall be expended in the period it was earned.
8. Obtain or possess at the time of application, computer hardware and software that meets the minimum standards established by KIPDA for reporting and communicating electronically.
9. Certify monthly through a billing process, the number of clients evaluated for eligibility, match, program income amount and amount due from KIPDA.

VIII. TITLE III C CONGREGATE CLIENT ELIGIBILITY SERVICES

A. SCOPE OF SERVICES

Register persons age 60 and older, their spouses (regardless of age), any disabled children (living in the household), and disabled persons under age 60 who reside in housing facilities occupied primarily by the elderly (where congregate meals are served) at an approved location(s) in the KIPDA region to receive congregate meals.

A coordinated effort between the meal service contractor and Title III-C Congregate eligibility service sub recipient is necessary to implement the program.

1. Register approximately 1800 congregate meal clients for the period July 1, 2018– June 30, 2019.
2. Maintain (and require any subcontractor to maintain) liability insurance, workers' compensation, employer liability insurance and such other liability insurance as reasonably necessary in the applicant's best judgment to provide adequate coverage against losses and liabilities. If awarded a contract, secure a fidelity bond equal to no less than the anticipate amount of revenue generated in one quarter to ensure that any employee(s) who is (are) authorized to receive or deposit funds, issue financial documents, checks or other instruments of payment for programs costs shall be bonded against loss of sufficient amounts of funds. Adequately insure equipment and facilities utilized in this program.
3. Monitor the client registration program regularly to verify the system operates within applicable regulations.
4. Appoint a contact person knowledgeable of all program tasks that shall be available to KIPDA for handling problems and answering questions that may arise.
5. Employ adequate numbers of qualified staff to ensure satisfactory conduct of eligibility services. This includes qualified managers(s), professionals, substitutes, subcontractors, and volunteers. Plan for the recruitment and retention, of qualified staff; provide orientation and training for staff working in the eligibility service.
6. Collect report and update congregate meal client demographic information in KIPDA's client data and service system as necessary, but at least annually. Report activity, in KIPDA's client data and service system, monthly.
7. Provide training for staff and volunteers working in the NPOP consistent with KIPDA policies and procedures, including data system training as new staffs are hired.

8. Assist the program through solicitation and collection of contributions and donations to support the cost of additional service. Report all program income generated monthly.
9. Plan for the transition of services. Program participants shall experience no interruption in services as a result of a change in provider.

IX. Title III C HOME MEAL CLIENT ELIGIBILITY SERVICES

A. SCOPE OF SERVICES

Determine eligibility for Title III C-2 (home-bound) clients residing in the KIPDA service region. Clients must be 60 years and older, and have impairments of daily living skills as documented in the initial and reassessment. Clients who prefer, live outside the four (4) hour hold rule, or outside an established meal route are offered frozen meals. Screen these clients to ensure they have ability and storage to accommodate frozen meals.

A coordinated effort between the meal service contractor and Title III C-2 eligibility service manager(s) is necessary to implement the program.

1. Provide eligibility determination services, for approximately 1000 potential clients for the period July 1, 2018 –June 30, 2019.
2. Plan and conduct an outreach program that targets eligible low income and minority clients.
3. Complete client screening, to determine initial eligibility; conduct an intake and in-home assessment after completing the initial screening. Complete a reassessment for each client annually/semi-annually as needed.
4. Employ qualified/trained staffs to conduct a review of each assessment; monitor clients as necessary.
5. Record client demographic, ADL/IADL, Nutrition Risk, contact and emergency information, in the client data and service system as soon as it is collected or as required by DAIL.
6. Establish and maintain a wait list of eligible clients based on their need as determined by screening, initial intake and assessment. Purge the wait list at least quarterly.
7. Appoint a contact person knowledgeable of all program operations that shall be available to KIPDA for handling problems and answering questions that may arise.

8. Employ adequate numbers of trained staff to ensure satisfactory conduct of assessment services. This includes manager(s), professionals, substitutes, subcontractors, and volunteers. Plan for the recruitment and retention of all staff. No less than a bachelor's degree (in Human Services field), plus training and certification is required for persons reviewing Title III C-2 assessment and reassessments
9. Provide orientation and training for staff and volunteers working in the program.
10. Maintain and require any subcontractor to maintain liability insurance, workers' compensation, employer liability insurance and such other liability insurance as reasonably necessary in the applicant's best judgment to provide adequate coverage against losses and liabilities. If awarded a contract, secure a fidelity bond equal to no less than the anticipated amount of revenue generated in one quarter to ensure that any employee(s) who is (are) authorized to receive or deposit funds, issue financial documents, checks or other instruments of payment for programs costs shall be bonded against loss of sufficient amounts of funds.
11. Monitor quality and quantity of eligibility services provided.
12. Report the number of clients assessed monthly. Services provided outside the terms of this agreement and specifications will not be the responsibility of KIPDA. Instructions and forms will be provided by KIPDA to the successful applicant.
13. Assist the program through solicitation and collection of contributions and donations to support the cost of additional meals. Report all program income generated monthly.
14. Plan for the transition of services. Program participants shall experience no interruption in services as a result of a change in provider.

X. HIPAA and CLIENT CONFIDENTIALITY:

- A. All parties, successful in the selection for award, will agree to the terms and conditions of Business Associate Agreements to be implemented between KIPDA and successful parties awarded a contract.
- B. Staff and subcontractors will be bound by all HIPAA Laws and requirements, including the requirement to report a breach of information intentionally or inadvertently disclosed to parties who are not designated or authorized to receive such information.
- C. Client consent shall be obtained at the time of eligibility determination which will provide for disclosure of certain personal information to eligible parties in order to administer and implement the program service as required by regulation. In the event a client does not consent to such disclosure, the successful provider and KIPDA are not authorized to make available information about an individual.

XI. GLOSSARY OF TERMS

Congregate Meal – A unit is one (1) meal. Served to an eligible client or other eligible participant, at an approved congregate site and consisting of a meal which: (1) complies with the Dietary Guidelines for Americans (HHS and USDA) and (2) provides a minimum of $\frac{1}{3}$ of the dietary reference intakes (DRI's).

Congregate Meal Site - The selection of a site shall be based on information about older people in its service area and on the advice of public and voluntary agencies serving the elderly. In choosing a site, consideration should be given to demographics, accessibility to the maximum number of people who are socially or economically deprived, proximity to other services or facilities, convenience to public transportation or within comfortable walking distance, free of structural barriers or difficult terrain, and safety and security of participants and staff. Congregate meal sites exist within Focal Points, Senior Centers, or Nutrition Sites. Specifications for each are defined in 910 KAR 1:220. Each nutrition site shall have an individual (volunteer or paid) responsible for administration of the site and present during hours of operation. Services available through the nutrition site include nutrition education, outreach, and information and referral. The total number of participants to be served shall be adequate to justify the cost of operating the site.

Home Delivered Meal – A unit is one (1) meal: Served to an eligible client or other eligible participant, at the client's place of residence and consisting of a meal which (1) complies with the Dietary Guidelines for Americans (HHS and USDA) and (2) provides a minimum of $\frac{1}{3}$ of the dietary reference intakes (DRI's).

In-Home Assessment: This activity is intended to confirm, correct, and document information already collected about the potential Title III C program client. Additional information, including but not limited to cooking and storing facilities are also collected and documented. This activity is conducted in the clients' residence.

Intake: Collection of additional demographic information about a potential client to confirm Title III C program eligibility. Information collected is (1) required for NAPIS reporting, (2) ADL, IADL, and NRA. This activity may be conducted over the telephone along with screening.

Meal Costs Ready-To-Serve (RTS): (Meal Preparer/Caterer Costs) Costs incurred by the meal caterer. Specify one unit cost for all types of meals, congregate, home-delivered, and emergency meals for the contract period.

Meal Service Costs: All other costs incurred for serving foods at congregate sites. Does not include caterer costs.

Meal Service and Meal Delivery Costs: All other costs incurred for the delivery of meals to home bound clients. Does not include caterer costs.

Nutrition Counseling – A unit is one (1) session per participant. A one-on-one advice and guidance to individuals, who are at nutritional risk because of the nutritional history, current dietary intake, medication use or chronic illnesses, about options and methods for improving their nutritional status, provided by a registered or licensed dietitian or other health professional functioning within their legal scope of practice.

Nutrition Education – A unit is one (1) session per participant. A service or 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 and caregivers in a group or individual setting.

Nutrition Services and Incentive Program (NSIP) is administered by the U.S. Department of Health and Human Services and receives financial support from the USDA Food and Nutrition Service (FNS).

Registered Dietitian/Licensed Dietitian (RD/LD) means one who has successfully completed a standard competency test administered by the American Dietetic Association and has completed license requirements of a state licensing agency.

Screening: Collection of preliminary information about a potential client to determine Title III C program eligibility. Information collected is (1) client name, (2) client date of birth, (3) client address, and (4) client telephone number. This activity is usually conducted over the telephone.

Wait List: Compilation of potential clients waiting to be served, persons who are waiting for additional services and persons waiting to be assessed and placed on the waitlist.

BUDGET GLOSSERY OF TERMS

Cost Reimbursement: Reimbursement method under which allowable and reasonable costs incurred by a Sub Recipient in the performance of a sub contract are reimbursed in accordance with the terms of the contract.

Federal Funds: Funds appropriated to the State Unit on Aging through the Administration on Aging. Federal funds are allocated to each local Area Agency on Aging and Independent Living using a funding formula established at the Federal and State levels.

Fixed Unit Price: The unit price payment contract method allows for payment to contractors at an established unit price based on the number of units of service delivered for eligible meals consistent with service unit definitions.

Match: Match is a contribution toward the overall cost of a project and may be a third party in-kind contribution or cash. To be allowable, match must be verifiable and documents to validate match available to KIPDA upon request. Program income may not be used as match. In-kind match is the value of a third party contribution and may

include: volunteer time, supplies or items donated that are used for approved program activities, use of facilities provided by outside entities, or supplies donated for use in a program. Cash match is the amount of the contribution provided directly through the second party, such as: staff time, cash, and use of facilities owned by the second party, supplies, materials, and other assistance toward the cost. All match must be through non-federal sources; not included as match toward other programs; necessary and reasonable to accomplish program objectives; allowable program cost; and verifiable. The provider will earn and report at least a 10% match for the combined total of federal and state dollars received.

Program Income: Income received from donations, contributions or fund raisers as a result of public awareness or services provided through the funded program. Income generated in excess of federal and state funds are considered program income. Program income shall be utilized toward program expansion toward the allowable funded service(s). Providers will be responsible for the tracking and reporting all program income for the purpose of expanding allowable program services. Program income shall be expended in the period it was earned.

State Funds: Funds appropriated through the Kentucky General Assembly.

Unduplicated Client Count: The total number of eligible persons receiving services during any fiscal year per service. A client is not counted more than one time per year per service received.