

# **County of Albany**

112 State Street  
Albany, NY 12207



## **Meeting Agenda**

**Wednesday, November 18, 2020**

**5:30 PM**

**Held Remotely**

**Elder Care Committee**

**PREVIOUS BUSINESS:**

1. APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

2. AMENDING RESOLUTION NO. 13 FOR 2019 REGARDING THE PILOT RESTAURANT CONGREGATE DINING PROGRAM
3. AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS
4. AUTHORIZING AN AGREEMENT WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS
5. AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS
6. AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING CONGREGATE MEAL SERVICES FOR SENIORS
7. AUTHORIZING AN AGREEMENT WITH COLONIE SENIOR SERVICE CENTERS REGARDING CONGREGATE MEAL SERVICES FOR SENIORS
8. AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING CONGREGATE MEAL SERVICES FOR SENIORS

# County of Albany

112 State Street  
Albany, NY 12207



## Meeting Minutes

Wednesday, October 28, 2020

5:30 PM

Held Remotely

**Elder Care Committee**

**PREVIOUS BUSINESS:**

**Present:** Carolyn McLaughlin, Bill L. Ricard, Robert J. Beston, Frank J. Commisso, Gary W. Domalewicz, Jeff S. Perlee and Jennifer A. Whalen

**Excused:** Norma J. Chapman and Joanne Cunningham

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

**CURRENT BUSINESS:**

**2. AUTHORIZING AN AGREEMENT WITH ACCESS TRANSIT, INC. REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**3. AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING ADULT DAY SERVICES FOR SENIORS**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

**4. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING DIETICIAN SERVICES**

A motion was made to move the proposal forward with a positive recommendation. The motion passed with Mr. Domalewicz opposed.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DEBORAH C. RIITANO  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

May 26, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Albany County Department for Aging is requesting Legislative authorization to amend Contract Resolution No. 13 with the Erie County Department of Senior Services regarding the piloting of the Restaurant Congregate Dining Program to extend the contract term from 8/31/2020 to 12/31/2020.

In September of 2018, the Erie County Department of Senior Services and the Albany County Department for Aging were awarded a Federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing the Senior Restaurant Dining Pilot Program. This was a two year program with a total award amount of \$500,000, in which Albany County received \$250,000. The initial term of this agreement was 9/1/2018 – 8/31/2020 and has been extended to 12/31/2020.

Thank you in advance for your consideration of this request and please feel free to contact our office with any questions.

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1676, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Authorization to amend contract with Erie County Department of Social Services to extend term of pilot Restaurant Congregate Dining Program

Date: 5/21/2020  
Submitted By: Patrick Dillon  
Department: Aging  
Title: Contract Administrator  
Phone: 518 447 7733  
Department Rep.  
Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - Choose an item.
  - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Erie County Department of Social Services  
95 Franklin Street, Room 1328  
Buffalo, New York 14202

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$250,000.00  
Scope of Services: The Albany County Department for Aging is requesting Legislative authorization to amend Contract Resolution No. 13 with the Erie County Department of Senior Services regarding the piloting of the Restaurant Congregate Dining Program to extend the contract term from 8/31/2020 to 12/31/2020.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A6772 04310  
Revenue Amount: \$250,000.00

Appropriation Account and Line: A6772 44046  
Appropriation Amount: \$250,000.00

Source of Funding - (Percentages)

Federal: 75%  
State: Click or tap here to enter text.  
County: 25%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 9/1/2018 - 12/31/2020  
Length of Contract: 28 months

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 13  
Date of Adoption: 2/11/2019

**Justification:** (state briefly why legislative action is requested)

In September of 2018, the Erie County Department of Senior Services and the Albany County Department for Aging were awarded a Federal Innovations in Nutrition grant from the Administration on Community Living (ACL) for the purposes of implementing the Senior Restaurant Dining Pilot Program. This was a two year program with a total award amount of \$500,000, in which Albany County received \$250,000. The initial term of this agreement was 9/1/2018 - 8/31/2020 and has been extended to 12/31/2020.



RESOLUTION NO. 13

**AUTHORIZING AN AGREEMENT WITH THE ERIE COUNTY DEPARTMENT OF SENIOR SERVICES REGARDING A PILOT RESTAURANT CONGREGATE DINING PROGRAM**

Introduced: 2/11/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with the Erie County Department of Senior Services to utilize a federal Innovations in Nutrition grant awarded to both departments for the purpose of establishing a pilot Restaurant Congregate Dining Program for which Albany County will receive a total amount of \$250,000 for a two-year term commencing September 1, 2018 and ending August 31, 2020, and

WHEREAS, Albany County will receive \$125,000 each year of the two-year term with a local match of 25%, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Erie County Department of Senior Services in the amount of \$250,000 for a term commencing September 1, 2018 and ending August 31, 2020 to utilize a federal Innovations in Nutrition grant awarded to both departments for the purpose of establishing a pilot Restaurant Congregate Dining Program, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote - 2/11/19*

1. DATE ISSUED MM/DD/YYYY 09/17/2018		2. CFDA NO. 93.048		3. ASSISTANCE TYPE Cooperative Agreement	
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded					
4. GRANT NO. 90INNU0009-01-00 Formerly			5. ACTION TYPE New		
6. PROJECT PERIOD From MM/DD/YYYY 09/01/2018		Through MM/DD/YYYY 08/31/2020			
7. BUDGET PERIOD From MM/DD/YYYY 09/01/2018		Through MM/DD/YYYY 08/31/2019			

**Department of Health and Human Services**  
**Administration For Community Living**  
**AOA Innovations in Nutrition Programs and Services**  
 Switzer Building 330 C Street, SW  
 Washington, DC 20201-0003

**NOTICE OF AWARD**  
 AUTHORIZATION (Legislation/Regulations)  
 42 USC 3001 et seq.

8. TITLE OF PROJECT (OR PROGRAM)  
 Senior Restaurant Dining Pilot Program

9a. GRANTEE NAME AND ADDRESS  
 ERIE, COUNTY OF  
 Alternate Name: Erie County d/b/a Department of Senior  
 Services  
 95 Franklin St Rm 1344  
 Buffalo, NY 14202-3925

9b. GRANTEE PROJECT DIRECTOR  
 Mr. Daniel Szewc  
 95 FRANKLIN ST RM 1603  
 BUFFALO, NY 14202-3925  
 Phone: 7168586070

10a. GRANTEE AUTHORIZING OFFICIAL  
 Mr. Ryan Joseph Gadzo  
 95 Franklin St  
 Program Development/Evaluation  
 Buffalo, NY 14202-3968  
 Phone: 1(716) 858-7096

10b. FEDERAL PROJECT OFFICER  
 Mr. Phantane Sprowls  
 330 C Street SW RM 1138A  
 Administration for Community Living  
 Washington, DC 20201-1401  
 Phone: 202-795-7443

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/> II	
a. Salaries and Wages .....	10,000.00
b. Fringe Benefits .....	0.00
c. Total Personnel Costs .....	10,000.00
d. Equipment .....	0.00
e. Supplies .....	5,000.00
f. Travel .....	2,500.00
g. Construction .....	0.00
h. Other .....	9,700.00
i. Contractual .....	306,133.00
j. TOTAL DIRECT COSTS →	333,333.00
k. INDIRECT COSTS	0.00
l. TOTAL APPROVED BUDGET	333,333.00
m. Federal Share	250,000.00
n. Non-Federal Share	83,333.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from Item 11m)	250,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	250,000.00
13. Total Federal Funds Awarded to Date for Project Period	250,000.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	250,000.00	d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	<b>b</b>
b. ADDITIONAL COSTS	
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- The grant program legislation.
- The grant program regulations.
- This award notice including terms and conditions, if any, noted below under REMARKS.
- Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)

This action is issued as a new award for the period identified in box 7., and federal amount on line 12d.

GRANTS MANAGEMENT OFFICIAL: William Kim, Senior Grants Management Specialist

17. OBJ CLASS 41.45	18a. VENDOR CODE 1166002558A1	18b. EIN 166002558	19. DUNS 071479059	20. CONG. DIST. 26
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 8-2994320	b. 90INNU000901	c. AOA	d. \$250,000.00	e. 75-18-0142
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

1. DATE ISSUED MM/DD/YYYY 08/20/2020		1a. SUPERSEDES AWARD NOTICE dated 03/08/2020 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 93.048 - Special Programs for the Aging_Title IV_and Title II_Discretionary Projects			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 90INNU0009-02-03 Formerly		5. TYPE OF AWARD Demonstration	
4a. FAIN 90INNU0009		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD MM/DD/YYYY From 09/01/2018		Through 12/31/2020	
7. BUDGET PERIOD MM/DD/YYYY From 09/01/2019		Through 12/31/2020	
8. TITLE OF PROJECT (OR PROGRAM) Senior Restaurant Dining Pilot Program			

**Department of Health and Human Services  
Administration For Community Living  
AOA Innovations in Nutrition Programs and Services**

330 C Street, SW  
Washington, DC 20201

**NOTICE OF AWARD  
AUTHORIZATION (Legislation/Regulations)  
42 USC 3001 et seq.**

9a. GRANTEE NAME AND ADDRESS ERIE, COUNTY OF 95 Franklin St Rm 1344 Buffalo, NY 14202-3925		9b. GRANTEE PROJECT DIRECTOR Mr. Daniel Szewc 95 FRANKLIN ST RM 1603 BUFFALO, NY 14202-3925 Phone: 7168586070	
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Ryan Joseph Gadzo 95 Franklin St Program Development/Evaluation Buffalo, NY 14202-3968		10b. FEDERAL PROJECT OFFICER Sr. Monique Bolton 330 C St SW Unit SW Washington, DC 20201-0001 Phone: 202-690-5433	

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 250,000.00			
II Total project costs including grant funds and all other financial participation <b>II</b>				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and WageS 10,000.00				c. Less Cumulative Prior Award(s) This Budget Period 250,000.00			
b. Fringe Benefits 0.00				d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00			
c. Total Personnel Costs 10,000.00				13. Total Federal Funds Awarded to Date for Project Period 500,000.00			
d. Equipment 0.00				14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
e. Supplies 2,500.00				YEAR TOTAL DIRECT COSTS		YEAR TOTAL DIRECT COSTS	
f. Travel 2,500.00				a. 3		d. 6	
g. Construction 0.00				b. 4		e. 7	
h. Other 0.00				c. 5		f. 8	
i. Contractual 318,333.00				15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
j. TOTAL DIRECT COSTS 333,333.00				a. DEDUCTION			
k. INDIRECT COSTS 0.00				b. ADDITIONAL COSTS			
l. TOTAL APPROVED BUDGET 333,333.00				c. MATCHING			
m. Federal Share 250,000.00				d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share 83,333.00				e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDED AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

17. REMARKS (Other Terms and Conditions Attached -  Yes  No)  
This amendment provides approval of a no-cost extension of the 02 year budget period for 4 months, through 12/31/2020 in accordance with the request submitted via GrantSolutions on August 20, 2020. The project period end date has been adjusted accordingly. In extending the final budget period, the grantee agrees to submit all required reports in accordance with the Terms and Conditions of Award and applicable regulations and policy. All of the Terms and Conditions from the prior Notice of Award remain in effect.

**GRANTS MANAGEMENT OFFICIAL:**

Sherlonda L. Blue, Grants Management Specialist  
Switzer Building  
330 C Street, SW  
Washington, DC 20201-0003  
Phone: 202-795-7310

17.OBJ CLASS 41.45	18a. VENDOR CODE 1166002558A1	18b. EIN 166002558	19. DUNS 071479059	20. CONG. DIST. 26
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 9-2994320	b. 90INNU000902	c. AOA	d.	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

DEBORAH C. RIITANO  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

October 15, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Life Path (Senior Services of the Albany), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Life Path shall provide Home Delivered Meals to older adults within the following zones;

Zone 2: Cohoes, Green Island, Watervliet, Menands and Maplewood  
Zone 4: City of Albany, excluding Arbor Hill  
Zone 5: Hill Towns and North Bethlehem

Approximate number of meals serviced in these locations for 2021: **75,196**

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Home Delivered Meal proposals were awarded as follows;

1. Life Path (SSA); Awarded - \$636,490.75
2. Peter Young Industries; Awarded - \$420,711.65
3. Senior Projects of Ravena; Awarded - \$165,439.00
4. Jewish Family Services of NENY; Awarded - \$81,900.00
5. Colonie Senior Services; Awarded - \$0

Total Awarded to Providers - \$1,304,541.40

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Life Path shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

- Contract Award Amount - \$636,490.75
- Contract Term – 1/1/2021 – 12/31/2021
- Funding Source – 8.74%-Federal, 75.16%-State, 16.09%-County
- Budget Amendment – No
- Revenue Account – Aging -AA6772, 04778, 03783

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2041, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Life Path (Senior Services of Albany) to provide Home Delivered Meals to older adults in Albany County.

Date: 10/15/2020  
 Submitted By: Patrick Dillon  
 Department: Aging  
 Title: Contract Administrator  
 Phone: 518 447 7733  
 Department Rep.  
 Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

**Party (Name/address):**

Life Path (Senior Services of Albany)  
28 Colvin Avenue  
Albany, New York 12206

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$636,490.75  
Scope of Services: Life Path shall provide Home Delivered Meals to qualified older adults that reside in Albany County within their contracted delivery zones.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 04778, 03783

Revenue Amount: \$55,645.04, \$478,417.00, \$102,428.71

Appropriation Account and Line: A96772, 44453

Appropriation Amount: \$636,490.75

Source of Funding - (Percentages)

Federal: 8.74%

State: 75.16%

County: 16.09%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 455

Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Life Path (Senior Services of the Albany), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Life Path shall provide 75196 Home Delivered Meals to older adults within the following zones; Cohoes, Green Island, Watervliet, Menands and Maplewood. City of Albany, excluding Arbor Hill and Hill Towns and North Bethlehem.

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.



- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Life Path shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 455**

**AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Life Path regarding the provision of home delivered meals for seniors in the amount of \$694,865 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Life Path will deliver meals that meet nutritional requirements in addition to providing regular client monitoring and informing the community about the home delivered meal program through the presentation and distribution of educational materials, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Life Path, Albany, NY 12206 regarding the provision of home delivered meals for seniors in an amount not to exceed \$694,865 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*

NOTIFICATION OF GRANT AWARD - WELLNESS IN NUTRITION

Name and Address of Area Agency:  
 Albany County Department for Aging  
 162 Washington Avenue, 6th Floor  
 Albany, NY 12210-2304

Name and Address of Sponsoring Agency/Payee:  
 Albany County

Program Year - Beginning: 4/1/2020 Ending: 3/31/2021

Fiscal Year from which funds are awarded: 2020

This award is New

<u>Section I - Cost Categories</u>		<u>Amount</u>	<u>Section II - Grantee Budget - State Funding:</u>	
Personnel		\$0.00	State Share (see remark 1)	\$478,417.00
Fringe Benefits		0.00	Other Resources Cash	0.00
Equipment		0.00	Other Resources In-Kind	0.00
Travel		0.00		
Maint. & Operations		0.00	Net Cost	\$478,417.00
Other Expenses		0.00		
Subcontracts		546,881.00		
Food		0.00		
Approved Costs		\$546,881.00	<u>Section III - State Funds Ceiling:</u>	
Less:			A. WIN Base Allocation	\$492,410.00
Anticipated Income		23,500.00	B. WIN Supplemental Award	0.00
NSIP		44,964.00	State Funds Ceiling (see remark 1)	\$492,410.00
Net Cost		\$478,417.00		

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. State reimbursement is limited to the lower of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid.
- (XX) 3. The State share of administrative expenditures will not exceed 5% of the State dollars expended under this award.
- (XX) 4. A separate audit trail is to be maintained for these funds and copies of all receipts and other pertinent documentation are to be maintained by the recipient for subsequent audit.
- (XX) 5. The final claim must be submitted to the State Office for the Aging no later than 90 days after the close of the program period.
- ( ) 6. Other:

Name and Title of Authorizing Official:  Karen Jackuback Deputy Director	Signature: <i>Karen Jackuback</i>	Date: July 8, 2020
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# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-091**

**DELIVERED MEALS PROGRAM**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## **SECTION 4: SCOPE OF SERVICES**

### **4.1 Nutritional Content Requirements:**

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for AC DFA, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C2 funding for the

home delivered meal (HDM) program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").

- b) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- c) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s) during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.
- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be

considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.

- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.
- h) The Proposer shall develop a procedure for dating all Hot, Cold and Frozen HDMs with the actual date the meal was prepared in a 12 font or greater, (Attachment "F").
- i) The Proposer shall be responsible to provide each client with at least (2) two shelf stable meals for use during emergency situations. Proposer shall provide the pre-approved shelf stable meals from the pre-approved shelf stable meal vendor. Deviations without prior written authorization (Attachment "G").

#### 4.4 Kitchen Facilities:

- a) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use by all home delivered meal recipients as required by the County.
- b) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B").
- c) The Proposer shall be contractually required to maintain operations at proposed sites until written permission to discontinue service is obtained from the ACDFA or the term of the Agreement ends.

#### 4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan; a good knowledge of Albany County roadways and topography regarding the local weather expectations throughout the year; food service delivery, particularly as they relate to meal delivery service for elderly persons; a knowledge of community agencies; facilities and services that may be utilized to help the elderly.
- b) The Proposer shall be responsible for:
  - i. Implementing staff and volunteer orientation.
  - ii. Coordinating "Staff and Volunteer Training" (Attachment "H")
  - iii. Ensuring compliance with all ACDFA rules and regulations.
  - iv. Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the "Unit") to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment "H" and "I") especially for emergency situations. Staff and volunteers who note any adverse



changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.

- g) All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (Attachment "J")

#### **4.6 Food Service Practice Compliance:**

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment "K").
- b) Handling of potentially hazardous foods required by regulations include:
- Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking
- d) The Proposer shall have a policy and procedure for HDM including monitoring of transport vehicles for regular maintenance and cleanliness, appropriate equipment for storage of hot, cold and/or frozen foods as applicable and as specified in New York State and Albany County Department of Health Codes. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action.
- e) Completed "Time and Temperature Logs" and "End of Route Time and Temperature Logs" must be submitted to ACDFA monthly as directed in the policy and procedures. (Attachment "K" and "L").

#### **4.7 Albany County Home Delivered Meal Assessment Unit:**

- a) The Proposer shall demonstrate the ability to initiate service to new HDM clients within three (3) business days of being notified by the Unit through the Statewide Client Data System. When new HDM client service is initiated the Proposer shall ensure that all scheduled meals



- are delivered. The Unit will provide HDM meal program orientation to the client as provided by the ACDFA, (Attachment "M") including the "Guidelines and Handling Instructions for HDM, (Attachment "F").
- b) Proposer shall receive updates regarding the individualized instructional changes from the Unit through the Statewide Client Data System; as warranted. The Unit shall advise the Proposer with all specific client instructions that shall clearly indicate:
    - The number of meals that a client shall receive each day of the week.
    - The type of meal or meal combinations to be delivered to each client.
    - Any client specific instructions for meal delivery, client monitoring, meal-set up and or meal storage.
    - Changes to client centered HDM instructions shall be incorporated into the meal delivery service within 3 business days of Proposer notification.
  - c) All substantive changes in the condition of a client should be communicated to the Unit immediately. The Unit shall handle centralized intake/assessment & case management and document in the Statewide Client Data System. The Proposer shall respond to questions about specific deliveries, meal cancellations and undelivered meals. Reports should be made to the Unit via the Statewide Client Data System. Emergency response situations shall be handled by the entity first becoming aware of the emergency. For example, the person delivering the meal would call 911 in an emergency. If there is an emergency situation, the Proposer shall contact the Unit by telephone for immediate communication. The Unit shall conduct appropriate follow-up. Non-Emergency information identified at time of meal delivery shall be forwarded to the Unit, (Attachment "I"). It is expected that the Proposer, the Unit and ACDFA shall work together collaboratively.
  - d) A standard of reasonable care is expected of the Proposers in all aspects of the notification process. This determination shall include an evaluation of all the pertinent circumstances concerning the change in client condition. In the event that there are substantive changes in the condition of a client, the ACDFA and Unit shall determine whether notification was submitted in a timely manner.
  - e) The following steps shall be taken by the Unit to initiate assessments, provisions of meals and sharing report information:
    - All individuals interested in receiving Albany County Home Delivered Meals, and community organizations making referrals shall contact the Unit intake line at (518) 447-7177.
    - The Unit shall conduct an initial eligibility screen and follow up to complete an Assessment.
    - All meal authorization/change of service notices shall originate from the Unit and be sent to the Proposer through the Statewide Client Data System.
    - The Unit is required to follow the informed client consent process, which will allow client info sharing with Proposer. With client consent, the Proposer can see the Assessment information within the Statewide Client Data System.
    - Additional meal requests (provision of more meals per week than stipulated in the care plan) are authorized solely by the Unit. The Unit shall issue a revised authorization to the Proposer, through the Statewide Client Data System.
    - The ACDFA Registered Dietitian (RD) can authorize a change with a client's meal service after a formal nutrition assessment. The RD will notify the Unit of a suggested meal delivery change.

- The Unit and Proposer shall report on a daily basis, permanent cancellations resulting from hospitalization, nursing home placement, moving from the area, etc. through the Statewide Client Data System.
  - The Proposers shall handle basic client issues such as not answering the door to receive the meal. The Unit shall be available during normal business to consult on any given particular client issue, (Attachment "N").
- f) The Proposer shall provide emergency meal delivery for new clients that have been determined by the Unit to be in need of emergency meals. The emergency meals shall be initiated either the day the referral was received, or the following day, depending upon the time of day the referral was sent. Circumstance for delayed emergency delivery would include after business hours. The Proposer shall be notified through the Statewide Client Data System as soon as the referral has been confirmed by the Unit. The Unit shall then contact the Proposer by phone to confirm the emergency meal delivery request has been received and is being implemented. The Proposer shall provide the ACDFA Guidelines and Handling Instructions for HDM with the start-up emergency meals (Attachment "F").

#### **4.8 HDM Delivery, Drivers, Vehicles:**

- a) It is the responsibility of the Proposer to provide delivery vehicles for the home delivered meal service. The Proposer shall be responsible for all cost of the vehicles including the cost of fuel, and are properly licensed, insured and maintained. Vehicles shall be properly identified with decals or signs. All drivers shall hold a current clean New York State driver's license.
- b) The Proposer's paid and volunteer delivery staff shall be trained upon beginning their position and annually using the ACDFA Meal Delivery Training Program (Attachment "I"). The Proposer should use the training materials provided by the ACDFA. Each employee and/or volunteer should sign the last sheet of the training program that states that he or she shall adhere to the guidelines. The Proposer shall keep a copy of the signature sheet on file with personnel records.
- c) The Proposer shall insure that fully trained supervisory staff shall instruct and train the delivery drivers.
- d) The Proposer shall supervise and monitor the delivery of meals to clients.
- e) All paid and volunteer delivery staff shall wear appropriate attire; maintaining a neat & clean appearance.
- f) The Proposer shall provide drivers on each route cell phones or 2-Way radios to be used in the event of an emergency. Proposer shall have the base station manned during delivery times with written defined responses to driver situations.
- g) Delivery vehicles shall be equipped with locked boxes and opaque envelopes to accept client confidential contributions. Monetary contributions shall be secured during the delivery route. Drivers will be responsible to return the lock box to the designated staff. Drivers/deliverers shall not solicit nor accept monetary tips or other gifts from the client or family members. Any money given to the delivery staff should be considered program income and handled according to the Program Instructions, (Attachment "O").
- h) Meal delivery routes are scheduled according to cluster client locations. The delivery times should not exceed the two-hour time frame of meal pack time. Every effort will be taken to schedule client meal delivery within the same time frame each day. Depending on the meal census and delivery routes, adjustments will need to be made to ensure delivery times are

within the two-hour time frame. When a holiday falls on a regular delivery day, the Proposer shall deliver meals the previous business day. Weekend meals are delivered as follows, Saturday frozen entrée delivered on Thursday, and Sunday frozen entrée delivered on Friday. The Proposer will have a procedure to track new client meals and/or hold/cancellations of meals.

- i) During the daily contact with the client the HDM delivery staff and volunteers shall be properly trained to detect observe and report changes in the older adult's condition, or environment as required under emergency reporting protocols and procedures.
- j) If a client is not home, the driver/deliverer will attach a door hanger to notify the client they were there to deliver the meal. Then the driver/deliverer is to follow protocol. When a client is not home to receive a meal, the driver/deliverer shall indicate "Not Home" on the route sheet. (Attachment "H", Attachment "I").
- k) The Proposer shall train delivery staff and volunteers to contact their immediate supervisor if any unusual circumstances (i.e. client is not answering the door, an accumulation of uneaten meals, and/or apparent deterioration in the clients' physical, mental or environmental conditions) or contact 911 if the delivery person deems that the client is in need of emergency services. (Attachment "N").
- l) The Proposer and Unit shall communicate regularly through the Statewide Client Data System, any temporary, and/or permanent HDM changes resulting from hospitalization, nursing home placement, moving from the area, extended vacation with family, client death, etc.
- m) The Proposer and their staff may not discontinue client meals for any reason, without approval from the Unit.

#### **4.9 Inclement Weather/Disruption of Services:**

- a) The Proposer must have written procedures concerning the provision of food/and or meals in weather related or other emergencies or disasters.
- b) The Proposer shall make the decision regarding delivery during emergency or inclement weather conditions. Dangerous road conditions should be considered and treated as any other emergency situation impacting on the delivery of meals. The County reserves the right to cancel service as dictated by the applicable circumstances.
- c) If the Proposer cannot provide meals on a given day due to weather or other emergencies they shall be required to notify the ACDFA immediately upon the decision being made via email and phone call. The Proposer shall also be responsible for notifying affected clients of the disruption of service.
- d) Proposer shall provide each client with at least (2) two shelf stable meals for use during these emergency instances. (Attachment "G").

#### **4.10 Monthly Menus and Nutritional Education:**

- a) Monthly menus shall be provided to all clients through direct distribution by the 25th day of the month before the monthly menu begins.
- b) Each month provider shall receive Nutrition Information from ACDFA. The Proposer shall also complete the Nutrition Education Report and submit monthly to ACDFA (Attachment "P").

#### **4.11 Contributions:**



In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "O").
  - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner:  
voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.

#### 4.12 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFFA as it is received from the New York State Office for

Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- e) Unannounced monitoring visits by ACDFSA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

## **RECORDS AND RECORDING DATA**

4.13 **Program Reporting and Claim Forms** shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Home Delivered Meal Claim Form (Attachment "Q") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### **4.14 Program Surveys and Performance Targets**

- a) In order to assess client satisfaction, the client shall receive the HDM Survey (Attachment "R") at the end of the service or at a minimum annually. Returned surveys shall be tabulated on the Outcome Goals and Performance Target Reporting, (Attachment "S") and sent in with the monthly claim form.

4.15 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.16 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

- 4.17 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "T).
- 4.18 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFR staff. Copies must be made available to ACDFR upon request.

#### **VOTER REGISTRATION**

- 4.19 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "U).
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

#### **DISASTER EMERGENCY**

- 4.20 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

#### **SECTION 5: TERM OF CONTRACT:**

- 5.1 The contract period shall be JANUARY 1ST, 2021 TO DECEMBER 31ST, 2021.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

#### **SECTION 6: COST PROPOSAL:**

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DEBORAH C. RIITANO  
COMMISSIONER

October 15, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Peter Young Industries, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Peter Young Industries will provide Home Delivered Meals to seniors within the following zones;

Zone 1: Colonie, Arbor Hill, and Guilderland

Approximate number of meals serviced in these locations for 2021: **48,585**

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Home Delivered Meal proposals were awarded as follows;

1. Life Path (SSA); Awarded - \$636,490.75
2. Peter Young Industries; Awarded - \$420,711.65
3. Senior Projects of Ravena; Awarded - \$165,439.00
4. Jewish Family Services of NENY; Awarded - \$81,900.00
5. Colonie Senior Services; Awarded - \$0

Total Awarded to Providers - \$1,304,541.40

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Peter Young Industries shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contract Award Amount - \$420,711.65

Contract Term – 1/1/2021 – 12/31/2021

Funding Source – 90%-Federal, 10%-County

Budget Amendment – No

Revenue Account – Aging -AA6772, 04775, 04778

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-2042, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Peter Young Industries to provide Home Delivered meals to older adults in Albany County

Date: 10/15/2020  
 Submitted By: Patrick Dillon  
 Department: Aging  
 Title: Contract Administrator  
 Phone: 518 447 7733  
 Department Rep.  
 Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):

Peter Young Industries  
575 Broadway  
Menands, New York 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$420,711.65

Scope of Services: Peter Young Industries shall provide Home Delivered Meals to qualified older adults that reside in Albany County within their contracted delivery zone.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 04775, 04778

Revenue Amount: \$342,700.00, \$35,952.90, \$42,058.75

Appropriation Account and Line: A96772, 44453

Appropriation Amount: \$420,711.65

Source of Funding - (Percentages)

Federal: 90

State: Click or tap here to enter text.

County: 10

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 457

Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Peter Young Industries, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Peter Young Industries will provide 48585 Home Delivered Meals to older adults within the following geographic zones; Colonie, Arbor Hill, and Guilderland.

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects

- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Peter Young Industries shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 457**

**AUTHORIZING AN AGREEMENT WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS**

Introduced: 11/12/19  
By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Peter Young Industries regarding the provision of home delivered meals for seniors in the amount of \$292,877 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Peter Young Industries will deliver meals that meet nutritional requirements in addition to providing regular client monitoring and informing the community about the home delivered meal program through the presentation and distribution of educational materials, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Peter Young Industries, Menands, NY 12207 regarding the provision of home delivered meals for seniors in an amount not to exceed \$292,877 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-2 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County
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Program Year - Beginning: 1/1/2020 Ending: 12/31/2020

Fiscal Year from which funds are awarded: 2020      Federal CFDA No. - 93.045      This award is New

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$20,000.00	1. Federal Share (see remark 1)	\$191,236.00
Fringe Benefits	0.00	2. Combined Matching Share	
Equipment	0.00	A. In-Kind	\$0.00
Travel	0.00	B. Cash	24,582.00
Maint. & Operations	0.00	C. Volunteer Match	\$0.00
Other Expenses	0.00		
Subcontracts	215,448.00	3. Net Cost	\$215,818.00
Food	0.00	<u>Section III - Federal Funds Ceiling:</u>	
Approved Costs	\$235,448.00	A. Carryover	\$0.00
Less:		B. Base Allocation	193,960.00
Anticipated Income	1,500.00	C. III-B Transfer	0.00
NSIP	18,130.00	D. III-C-1 Transfer	92,446.00
Net Cost	\$215,818.00	E. Supplement	0.00
		Federal Funds Ceiling (see remark 1)	\$286,406.00

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the higher of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Home Delivered Nutrition Services.
- (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for congregate meals.
- ( ) 6. Other.
- ( ) 7. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official:  Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020
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# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-091**

**DELIVERED MEALS PROGRAM**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## **SECTION 4: SCOPE OF SERVICES**

### **4.1 Nutritional Content Requirements:**

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for AC DFA, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C2 funding for the



home delivered meal (HDM) program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").

- b) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- c) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s) during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.
- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be

considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.

- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.
- h) The Proposer shall develop a procedure for dating all Hot, Cold and Frozen HDMs with the actual date the meal was prepared in a 12 font or greater, (Attachment "F").
- i) The Proposer shall be responsible to provide each client with at least (2) two shelf stable meals for use during emergency situations. Proposer shall provide the pre-approved shelf stable meals from the pre-approved shelf stable meal vendor. Deviations without prior written authorization (Attachment "G").

#### 4.4 Kitchen Facilities:

- a) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use by all home delivered meal recipients as required by the County.
- b) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B").
- c) The Proposer shall be contractually required to maintain operations at proposed sites until written permission to discontinue service is obtained from the ACDFA or the term of the Agreement ends.

#### 4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan; a good knowledge of Albany County roadways and topography regarding the local weather expectations throughout the year; food service delivery, particularly as they relate to meal delivery service for elderly persons; a knowledge of community agencies; facilities and services that may be utilized to help the elderly.
- b) The Proposer shall be responsible for:
  - i. Implementing staff and volunteer orientation.
  - ii. Coordinating "Staff and Volunteer Training" (Attachment "H")
  - iii. Ensuring compliance with all ACDFA rules and regulations.
  - iv. Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the "Unit") to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment "H" and "I") especially for emergency situations. Staff and volunteers who note any adverse

changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.

- g) All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (Attachment "J")

#### **4.6 Food Service Practice Compliance:**

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment "K").
- b) Handling of potentially hazardous foods required by regulations include:
- Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking
- d) The Proposer shall have a policy and procedure for HDM including monitoring of transport vehicles for regular maintenance and cleanliness, appropriate equipment for storage of hot, cold and/or frozen foods as applicable and as specified in New York State and Albany County Department of Health Codes. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action.
- e) Completed "Time and Temperature Logs" and "End of Route Time and Temperature Logs" must be submitted to ACDFA monthly as directed in the policy and procedures. (Attachment "K" and "L").

#### **4.7 Albany County Home Delivered Meal Assessment Unit:**

- a) The Proposer shall demonstrate the ability to initiate service to new HDM clients within three (3) business days of being notified by the Unit through the Statewide Client Data System. When new HDM client service is initiated the Proposer shall ensure that all scheduled meals

- are delivered. The Unit will provide HDM meal program orientation to the client as provided by the ACDFFA, (Attachment "M") including the "Guidelines and Handling Instructions for HDM, (Attachment "F").
- b) Proposer shall receive updates regarding the individualized instructional changes from the Unit through the Statewide Client Data System; as warranted. The Unit shall advise the Proposer with all specific client instructions that shall clearly indicate:
    - The number of meals that a client shall receive each day of the week.
    - The type of meal or meal combinations to be delivered to each client.
    - Any client specific instructions for meal delivery, client monitoring, meal-set up and or meal storage.
    - Changes to client centered HDM instructions shall be incorporated into the meal delivery service within 3 business days of Proposer notification.
  - c) All substantive changes in the condition of a client should be communicated to the Unit immediately. The Unit shall handle centralized intake/assessment & case management and document in the Statewide Client Data System. The Proposer shall respond to questions about specific deliveries, meal cancellations and undelivered meals. Reports should be made to the Unit via the Statewide Client Data System. Emergency response situations shall be handled by the entity first becoming aware of the emergency. For example, the person delivering the meal would call 911 in an emergency. If there is an emergency situation, the Proposer shall contact the Unit by telephone for immediate communication. The Unit shall conduct appropriate follow-up. Non-Emergency information identified at time of meal delivery shall be forwarded to the Unit, (Attachment "I"). It is expected that the Proposer, the Unit and ACDFFA shall work together collaboratively.
  - d) A standard of reasonable care is expected of the Proposers in all aspects of the notification process. This determination shall include an evaluation of all the pertinent circumstances concerning the change in client condition. In the event that there are substantive changes in the condition of a client, the ACDFFA and Unit shall determine whether notification was submitted in a timely manner.
  - e) The following steps shall be taken by the Unit to initiate assessments, provisions of meals and sharing report information:
    - All individuals interested in receiving Albany County Home Delivered Meals, and community organizations making referrals shall contact the Unit intake line at (518) 447-7177.
    - The Unit shall conduct an initial eligibility screen and follow up to complete an Assessment.
    - All meal authorization/change of service notices shall originate from the Unit and be sent to the Proposer through the Statewide Client Data System.
    - The Unit is required to follow the informed client consent process, which will allow client info sharing with Proposer. With client consent, the Proposer can see the Assessment information within the Statewide Client Data System.
    - Additional meal requests (provision of more meals per week than stipulated in the care plan) are authorized solely by the Unit. The Unit shall issue a revised authorization to the Proposer, through the Statewide Client Data System.
    - The ACDFFA Registered Dietitian (RD) can authorize a change with a client's meal service after a formal nutrition assessment. The RD will notify the Unit of a suggested meal delivery change.



- The Unit and Proposer shall report on a daily basis, permanent cancellations resulting from hospitalization, nursing home placement, moving from the area, etc. through the Statewide Client Data System.
  - The Proposers shall handle basic client issues such as not answering the door to receive the meal. The Unit shall be available during normal business to consult on any given particular client issue, (Attachment "N").
- f) The Proposer shall provide emergency meal delivery for new clients that have been determined by the Unit to be in need of emergency meals. The emergency meals shall be initiated either the day the referral was received, or the following day, depending upon the time of day the referral was sent. Circumstance for delayed emergency delivery would include after business hours. The Proposer shall be notified through the Statewide Client Data System as soon as the referral has been confirmed by the Unit. The Unit shall then contact the Proposer by phone to confirm the emergency meal delivery request has been received and is being implemented. The Proposer shall provide the ACDFA Guidelines and Handling Instructions for HDM with the start-up emergency meals (Attachment "F").

#### **4.8 HDM Delivery, Drivers, Vehicles:**

- a) It is the responsibility of the Proposer to provide delivery vehicles for the home delivered meal service. The Proposer shall be responsible for all cost of the vehicles including the cost of fuel, and are properly licensed, insured and maintained. Vehicles shall be properly identified with decals or signs. All drivers shall hold a current clean New York State driver's license.
- b) The Proposer's paid and volunteer delivery staff shall be trained upon beginning their position and annually using the ACDFA Meal Delivery Training Program (Attachment "I"). The Proposer should use the training materials provided by the ACDFA. Each employee and/or volunteer should sign the last sheet of the training program that states that he or she shall adhere to the guidelines. The Proposer shall keep a copy of the signature sheet on file with personnel records.
- c) The Proposer shall insure that fully trained supervisory staff shall instruct and train the delivery drivers.
- d) The Proposer shall supervise and monitor the delivery of meals to clients.
- e) All paid and volunteer delivery staff shall wear appropriate attire; maintaining a neat & clean appearance.
- f) The Proposer shall provide drivers on each route cell phones or 2-Way radios to be used in the event of an emergency. Proposer shall have the base station manned during delivery times with written defined responses to driver situations.
- g) Delivery vehicles shall be equipped with locked boxes and opaque envelopes to accept client confidential contributions. Monetary contributions shall be secured during the delivery route. Drivers will be responsible to return the lock box to the designated staff. Drivers/deliverers shall not solicit nor accept monetary tips or other gifts from the client or family members. Any money given to the delivery staff should be considered program income and handled according to the Program Instructions, (Attachment "O").
- h) Meal delivery routes are scheduled according to cluster client locations. The delivery times should not exceed the two-hour time frame of meal pack time. Every effort will be taken to schedule client meal delivery within the same time frame each day. Depending on the meal census and delivery routes, adjustments will need to be made to ensure delivery times are

within the two-hour time frame. When a holiday falls on a regular delivery day, the Proposer shall deliver meals the previous business day. Weekend meals are delivered as follows, Saturday frozen entrée delivered on Thursday, and Sunday frozen entrée delivered on Friday. The Proposer will have a procedure to track new client meals and/or hold/cancellations of meals.

- i) During the daily contact with the client the HDM delivery staff and volunteers shall be properly trained to detect observe and report changes in the older adult's condition, or environment as required under emergency reporting protocols and procedures.
- j) If a client is not home, the driver/deliverer will attach a door hanger to notify the client they were there to deliver the meal. Then the driver/deliverer is to follow protocol. When a client is not home to receive a meal, the driver/deliverer shall indicate "Not Home" on the route sheet. (Attachment "H", Attachment "I").
- k) The Proposer shall train delivery staff and volunteers to contact their immediate supervisor if any unusual circumstances (i.e. client is not answering the door, an accumulation of uneaten meals, and/or apparent deterioration in the clients' physical, mental or environmental conditions) or contact 911 if the delivery person deems that the client is in need of emergency services. (Attachment "N").
- l) The Proposer and Unit shall communicate regularly through the Statewide Client Data System, any temporary, and/or permanent HDM changes resulting from hospitalization, nursing home placement, moving from the area, extended vacation with family, client death, etc.
- m) The Proposer and their staff may not discontinue client meals for any reason, without approval from the Unit.

#### **4.9 Inclement Weather/Disruption of Services:**

- a) The Proposer must have written procedures concerning the provision of food/and or meals in weather related or other emergencies or disasters.
- b) The Proposer shall make the decision regarding delivery during emergency or inclement weather conditions. Dangerous road conditions should be considered and treated as any other emergency situation impacting on the delivery of meals. The County reserves the right to cancel service as dictated by the applicable circumstances.
- c) If the Proposer cannot provide meals on a given day due to weather or other emergencies they shall be required to notify the ACDFA immediately upon the decision being made via email and phone call. The Proposer shall also be responsible for notifying affected clients of the disruption of service.
- d) Proposer shall provide each client with at least (2) two shelf stable meals for use during these emergency instances. (Attachment "G").

#### **4.10 Monthly Menus and Nutritional Education:**

- a) Monthly menus shall be provided to all clients through direct distribution by the 25th day of the month before the monthly menu begins.
- b) Each month provider shall receive Nutrition Information from ACDFA. The Proposer shall also complete the Nutrition Education Report and submit monthly to ACDFA (Attachment "P").

#### **4.11 Contributions:**

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "O").
  - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner:  
voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.

#### 4.12 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFFA as it is received from the New York State Office for

Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- e) Unannounced monitoring visits by ACDFSA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

## **RECORDS AND RECORDING DATA**

4.13 **Program Reporting and Claim Forms** shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Home Delivered Meal Claim Form (Attachment "Q") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### **4.14 Program Surveys and Performance Targets**

- a) In order to assess client satisfaction, the client shall receive the HDM Survey (Attachment "R") at the end of the service or at a minimum annually. Returned surveys shall be tabulated on the Outcome Goals and Performance Target Reporting, (Attachment "S") and sent in with the monthly claim form.

4.15 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.16 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.



- 4.17 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "T).
- 4.18 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFR staff. Copies must be made available to ACDFR upon request.

#### **VOTER REGISTRATION**

- 4.19 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "U).
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

#### **DISASTER EMERGENCY**

- 4.20 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

#### **SECTION 5: TERM OF CONTRACT:**

- 5.1 The contract period shall be JANUARY 1ST, 2021 TO DECEMBER 31ST, 2021.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

#### **SECTION 6: COST PROPOSAL:**

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DEBORAH C. RIITANO  
COMMISSIONER

October 15, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Senior Projects of Ravena (Ravena), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Ravena will provide Home Delivered Meals to older adults within the following zones;

Zone 3: Ravena, Coeymans, and South Bethlehem

Approximate number of meals serviced in these locations for 2021: **20,314**

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Home Delivered Meal proposals were awarded as follows;

1. Life Path (SSA); Awarded - \$636,490.75
2. Peter Young Industries; Awarded - \$420,711.65
3. Senior Projects of Ravena; Awarded - \$165,439.00
4. Jewish Family Services of NENY; Awarded - \$81,900.00
5. Colonie Senior Services; Awarded - \$0

Total Awarded to Providers - \$1,304,541.40

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Ravena shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contract Award Amount - \$165,439.00

Contract Term – 1/1/2021 – 12/31/2021

Funding Source – 40.65%-Federal, 45.95%-State, 13.40%-County

Budget Amendment – No

Revenue Account – Aging -AA6772, 03782, 04775, 04778

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2043, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Senior Projects of Ravena to provide Home Delivered Meals to older adults in Albany County.

Date: 10/15/2020  
 Submitted By: Patrick Dillon  
 Department: Aging  
 Title: Contract Administrator  
 Phone: 518 447 7733  
 Department Rep.  
 Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):

Senior Projects of Ravena  
9 Bruno Boulevard  
Ravenna, New York

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$165,439.00  
Scope of Services: Senior Projects of Ravena shall provide Home Delivered Meals to qualified older adults that reside in Albany County within their contracted delivery zone.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 03782, 04775, 04778

Revenue Amount: \$76,017.31, \$52,220.69, \$15,032.36, \$22,168.64

Appropriation Account and Line: A96772, 04453

Appropriation Amount: \$165,439.00

Source of Funding - (Percentages)

Federal: 40.65%

State: 45.95%

County: 13.40%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 456

Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Senior Projects of Ravena (Ravena), to provide Home Delivered Meals to older adults who reside within Albany County and meet specific criteria as required by Albany County, NYSOFA, and the Albany County Central Assessment Unit. Ravena will provide 20314 Home Delivered Meals to older adults within the following zones; Ravena, Coeymans, and South Bethlehem.

A Request for Proposal No. 2020-091 issued on August 13, 2020 requesting providers submit a proposal regarding Home Delivered Meals. There was a response to the RFP from five (5) providers. Three (3) proposals are existing Home Delivered Meal providers. The five (5) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.

- Total proposed price.

The meal delivery shall include regular client monitoring, along with informing the community about the Home Delivered Meal program through education handouts and presentations. Ravena shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 456**

**AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Senior Projects of Ravenna regarding the provision of home delivered meals for seniors in the amount of \$119,225 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Senior Projects of Ravenna will deliver meals that meet nutritional requirements in addition to providing regular client monitoring and informing the community about the home delivered meal program through the presentation and distribution of educational materials, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Senior Projects of Ravenna, Ravenna, NY 12143 regarding the provision of home delivered meals for seniors in an amount not to exceed \$119,225 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*



NOTIFICATION OF GRANT AWARD  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM

<p>Name and Address of Area Agency:</p> <p>Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304</p>	<p>Name and Address of Sponsoring Agency/Payee:</p> <p>Albany County</p>
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Program Year - Beginning: 4/1/2020 Ending: 3/31/2021

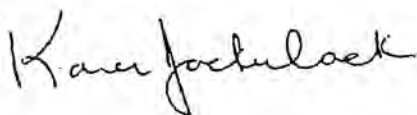
Fiscal Year from which funds are awarded: 2020

This award is New

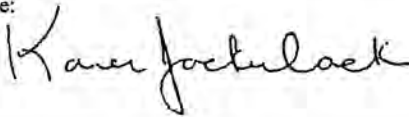
<u>Section I - Grantee Budget</u>	<u>Amount</u>	<u>Section II - Grantee Budget - State and Matching Funds:</u>	
Personnel	\$52,982.00	1. State Share (see remark 1)	\$529,813.00
Fringe Benefits	0.00	2. Matching Share of Net Cost	
Equipment	0.00	A. In-Kind	0.00
Travel	0.00	B. Cash	158,944.00
Maint. & Operations	0.00	C. Volunteer Match	0.00
Other Expenses	0.00		
Subcontracts	710,074.00	3. Net Cost	\$688,757.00
Food:	0.00		
Approved Costs	\$763,056.00	<u>Section III - State Funds Ceiling:</u>	
Less:		A. CSE Planning and Implementation	\$60,195.00
Anticipated Income	24,313.00	B. CSE Project - 75%	426,953.00
NSIP	49,986.00	C. CSE Supplemental Award	56,735.00
Net Cost	\$688,757.00	State Funds Ceiling (see remark 1)	\$543,883.00
		Maintenance of Effort 1985/86 Expenditure Level	\$341,650.64

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Update and Application for Funding, the conditions checked below apply to this award:

- 1. State reimbursement is limited to the lower of the "State Share" in Section II or the "State Funds Ceiling" in Section III of this award notice.
- 2. Receipt of State funds (either through advance or reimbursement) does not constitute earning of these funds. The State share of the project cost is earned only when allowable costs have been incurred and paid; and the local share of the costs has been contributed.
- 3. The funds herein awarded are to be expended in accordance with Section 214 of the New York State Elder Law and the applicable State Regulations.
- 4. Other:

<p>Name and Title of Authorizing Official:</p> <p>Karen Jackuback Deputy Director</p>	<p>Signature:</p> 	<p>Date:</p> <p>July 8, 2020</p>
---	--	----------------------------------

## NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-2 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304		Name and Address of Sponsoring Agency/Payee: Albany County																																									
Program Year - Beginning: 1/1/2020 Ending: 12/31/2020																																											
Fiscal Year from which funds are awarded: 2020		Federal CFDA No. - 93.045	This award is New																																								
<b>Section I - Cost Categories</b> <table border="0"> <thead> <tr> <th></th> <th style="text-align: right;">Amount</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$20,000.00</td> </tr> <tr> <td>Fringe Benefits</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Travel</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Maint. &amp; Operations</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Other Expenses</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Subcontracts</td> <td style="text-align: right;">215,448.00</td> </tr> <tr> <td>Food</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Approved Costs</td> <td style="text-align: right;">\$235,448.00</td> </tr> <tr> <td>Less:</td> <td></td> </tr> <tr> <td>Anticipated Income</td> <td style="text-align: right;">1,500.00</td> </tr> <tr> <td>NSIP</td> <td style="text-align: right;">18,130.00</td> </tr> <tr> <td>Net Cost</td> <td style="text-align: right;">\$215,818.00</td> </tr> </tbody> </table>			Amount	Personnel	\$20,000.00	Fringe Benefits	0.00	Equipment	0.00	Travel	0.00	Maint. & Operations	0.00	Other Expenses	0.00	Subcontracts	215,448.00	Food	0.00	Approved Costs	\$235,448.00	Less:		Anticipated Income	1,500.00	NSIP	18,130.00	Net Cost	\$215,818.00	<b>Section II - Grantee Budget - Federal and Matching Funds:</b> <table border="0"> <tbody> <tr> <td>1. Federal Share (see remark 1)</td> <td style="text-align: right;">\$191,236.00</td> </tr> <tr> <td>2. Combined Matching Share</td> <td></td> </tr> <tr> <td>    A. In-Kind</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>    B. Cash</td> <td style="text-align: right;">24,582.00</td> </tr> <tr> <td>    C. Volunteer Match</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>3. Net Cost</td> <td style="text-align: right;">\$215,818.00</td> </tr> </tbody> </table>		1. Federal Share (see remark 1)	\$191,236.00	2. Combined Matching Share		A. In-Kind	\$0.00	B. Cash	24,582.00	C. Volunteer Match	\$0.00	3. Net Cost	\$215,818.00
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Name and Title of Authorizing Official:		Signature:	Date:																																								
Karen Jackuback Deputy Director			July 8, 2020																																								

# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-091**

**DELIVERED MEALS PROGRAM**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## **SECTION 4: SCOPE OF SERVICES**

### **4.1 Nutritional Content Requirements:**

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for AC DFA, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C2 funding for the

home delivered meal (HDM) program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").

- b) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- c) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFA meal program.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s) during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.
- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be



considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.

- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.
- h) The Proposer shall develop a procedure for dating all Hot, Cold and Frozen HDMs with the actual date the meal was prepared in a 12 font or greater, (Attachment "F").
- i) The Proposer shall be responsible to provide each client with at least (2) two shelf stable meals for use during emergency situations. Proposer shall provide the pre-approved shelf stable meals from the pre-approved shelf stable meal vendor. Deviations without prior written authorization (Attachment "G").

#### 4.4 Kitchen Facilities:

- a) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use by all home delivered meal recipients as required by the County.
- b) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B").
- c) The Proposer shall be contractually required to maintain operations at proposed sites until written permission to discontinue service is obtained from the ACDFA or the term of the Agreement ends.

#### 4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan; a good knowledge of Albany County roadways and topography regarding the local weather expectations throughout the year; food service delivery, particularly as they relate to meal delivery service for elderly persons; a knowledge of community agencies; facilities and services that may be utilized to help the elderly.
- b) The Proposer shall be responsible for:
  - i. Implementing staff and volunteer orientation.
  - ii. Coordinating "Staff and Volunteer Training" (Attachment "H")
  - iii. Ensuring compliance with all ACDFA rules and regulations.
  - iv. Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the "Unit") to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment "H" and "I") especially for emergency situations. Staff and volunteers who note any adverse

changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.

- g) All persons providing services under this Agreement shall be of stable personality and high moral character. All employees and volunteers providing services under this agreement shall at all times be courteous and helpful to each client under their care as well as caregivers or aides of these older adults. The Proposer shall adequately screen all agents or employees involved in the delivery of services under this Agreement to avoid or minimize risks to older adults participating in the program. The Proposer shall ensure that all such agents and employees are competent, conscientious and law-abiding and that each employee sign a Confidentiality and Disclosure form, (Attachment "J")

#### **4.6 Food Service Practice Compliance:**

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment "K").
- b) Handling of potentially hazardous foods required by regulations include:
- Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking
- d) The Proposer shall have a policy and procedure for HDM including monitoring of transport vehicles for regular maintenance and cleanliness, appropriate equipment for storage of hot, cold and/or frozen foods as applicable and as specified in New York State and Albany County Department of Health Codes. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action.
- e) Completed "Time and Temperature Logs" and "End of Route Time and Temperature Logs" must be submitted to ACDFA monthly as directed in the policy and procedures. (Attachment "K" and "L").

#### **4.7 Albany County Home Delivered Meal Assessment Unit:**

- a) The Proposer shall demonstrate the ability to initiate service to new HDM clients within three (3) business days of being notified by the Unit through the Statewide Client Data System. When new HDM client service is initiated the Proposer shall ensure that all scheduled meals

- are delivered. The Unit will provide HDM meal program orientation to the client as provided by the ACDFA, (Attachment "M") including the "Guidelines and Handling Instructions for HDM, (Attachment "F").
- b) Proposer shall receive updates regarding the individualized instructional changes from the Unit through the Statewide Client Data System; as warranted. The Unit shall advise the Proposer with all specific client instructions that shall clearly indicate:
    - The number of meals that a client shall receive each day of the week.
    - The type of meal or meal combinations to be delivered to each client.
    - Any client specific instructions for meal delivery, client monitoring, meal-set up and or meal storage.
    - Changes to client centered HDM instructions shall be incorporated into the meal delivery service within 3 business days of Proposer notification.
  - c) All substantive changes in the condition of a client should be communicated to the Unit immediately. The Unit shall handle centralized intake/assessment & case management and document in the Statewide Client Data System. The Proposer shall respond to questions about specific deliveries, meal cancellations and undelivered meals. Reports should be made to the Unit via the Statewide Client Data System. Emergency response situations shall be handled by the entity first becoming aware of the emergency. For example, the person delivering the meal would call 911 in an emergency. If there is an emergency situation, the Proposer shall contact the Unit by telephone for immediate communication. The Unit shall conduct appropriate follow-up. Non-Emergency information identified at time of meal delivery shall be forwarded to the Unit, (Attachment "I"). It is expected that the Proposer, the Unit and ACDFA shall work together collaboratively.
  - d) A standard of reasonable care is expected of the Proposers in all aspects of the notification process. This determination shall include an evaluation of all the pertinent circumstances concerning the change in client condition. In the event that there are substantive changes in the condition of a client, the ACDFA and Unit shall determine whether notification was submitted in a timely manner.
  - e) The following steps shall be taken by the Unit to initiate assessments, provisions of meals and sharing report information:
    - All individuals interested in receiving Albany County Home Delivered Meals, and community organizations making referrals shall contact the Unit intake line at (518) 447-7177.
    - The Unit shall conduct an initial eligibility screen and follow up to complete an Assessment.
    - All meal authorization/change of service notices shall originate from the Unit and be sent to the Proposer through the Statewide Client Data System.
    - The Unit is required to follow the informed client consent process, which will allow client info sharing with Proposer. With client consent, the Proposer can see the Assessment information within the Statewide Client Data System.
    - Additional meal requests (provision of more meals per week than stipulated in the care plan) are authorized solely by the Unit. The Unit shall issue a revised authorization to the Proposer, through the Statewide Client Data System.
    - The ACDFA Registered Dietitian (RD) can authorize a change with a client's meal service after a formal nutrition assessment. The RD will notify the Unit of a suggested meal delivery change.



- The Unit and Proposer shall report on a daily basis, permanent cancellations resulting from hospitalization, nursing home placement, moving from the area, etc. through the Statewide Client Data System.
  - The Proposers shall handle basic client issues such as not answering the door to receive the meal. The Unit shall be available during normal business to consult on any given particular client issue, (Attachment "N").
- f) The Proposer shall provide emergency meal delivery for new clients that have been determined by the Unit to be in need of emergency meals. The emergency meals shall be initiated either the day the referral was received, or the following day, depending upon the time of day the referral was sent. Circumstance for delayed emergency delivery would include after business hours. The Proposer shall be notified through the Statewide Client Data System as soon as the referral has been confirmed by the Unit. The Unit shall then contact the Proposer by phone to confirm the emergency meal delivery request has been received and is being implemented. The Proposer shall provide the ACDFA Guidelines and Handling Instructions for HDM with the start-up emergency meals (Attachment "F").

#### **4.8 HDM Delivery, Drivers, Vehicles:**

- a) It is the responsibility of the Proposer to provide delivery vehicles for the home delivered meal service. The Proposer shall be responsible for all cost of the vehicles including the cost of fuel, and are properly licensed, insured and maintained. Vehicles shall be properly identified with decals or signs. All drivers shall hold a current clean New York State driver's license.
- b) The Proposer's paid and volunteer delivery staff shall be trained upon beginning their position and annually using the ACDFA Meal Delivery Training Program (Attachment "I"). The Proposer should use the training materials provided by the ACDFA. Each employee and/or volunteer should sign the last sheet of the training program that states that he or she shall adhere to the guidelines. The Proposer shall keep a copy of the signature sheet on file with personnel records.
- c) The Proposer shall insure that fully trained supervisory staff shall instruct and train the delivery drivers.
- d) The Proposer shall supervise and monitor the delivery of meals to clients.
- e) All paid and volunteer delivery staff shall wear appropriate attire; maintaining a neat & clean appearance.
- f) The Proposer shall provide drivers on each route cell phones or 2-Way radios to be used in the event of an emergency. Proposer shall have the base station manned during delivery times with written defined responses to driver situations.
- g) Delivery vehicles shall be equipped with locked boxes and opaque envelopes to accept client confidential contributions. Monetary contributions shall be secured during the delivery route. Drivers will be responsible to return the lock box to the designated staff. Drivers/deliverers shall not solicit nor accept monetary tips or other gifts from the client or family members. Any money given to the delivery staff should be considered program income and handled according to the Program Instructions, (Attachment "O").
- h) Meal delivery routes are scheduled according to cluster client locations. The delivery times should not exceed the two-hour time frame of meal pack time. Every effort will be taken to schedule client meal delivery within the same time frame each day. Depending on the meal census and delivery routes, adjustments will need to be made to ensure delivery times are

within the two-hour time frame. When a holiday falls on a regular delivery day, the Proposer shall deliver meals the previous business day. Weekend meals are delivered as follows, Saturday frozen entrée delivered on Thursday, and Sunday frozen entrée delivered on Friday. The Proposer will have a procedure to track new client meals and/or hold/cancellations of meals.

- i) During the daily contact with the client the HDM delivery staff and volunteers shall be properly trained to detect observe and report changes in the older adult's condition, or environment as required under emergency reporting protocols and procedures.
- j) If a client is not home, the driver/deliverer will attach a door hanger to notify the client they were there to deliver the meal. Then the driver/deliverer is to follow protocol. When a client is not home to receive a meal, the driver/deliverer shall indicate "Not Home" on the route sheet. (Attachment "H", Attachment "I").
- k) The Proposer shall train delivery staff and volunteers to contact their immediate supervisor if any unusual circumstances (i.e. client is not answering the door, an accumulation of uneaten meals, and/or apparent deterioration in the clients' physical, mental or environmental conditions) or contact 911 if the delivery person deems that the client is in need of emergency services. (Attachment "N").
- l) The Proposer and Unit shall communicate regularly through the Statewide Client Data System, any temporary, and/or permanent HDM changes resulting from hospitalization, nursing home placement, moving from the area, extended vacation with family, client death, etc.
- m) The Proposer and their staff may not discontinue client meals for any reason, without approval from the Unit.

#### **4.9 Inclement Weather/Disruption of Services:**

- a) The Proposer must have written procedures concerning the provision of food/and or meals in weather related or other emergencies or disasters.
- b) The Proposer shall make the decision regarding delivery during emergency or inclement weather conditions. Dangerous road conditions should be considered and treated as any other emergency situation impacting on the delivery of meals. The County reserves the right to cancel service as dictated by the applicable circumstances.
- c) If the Proposer cannot provide meals on a given day due to weather or other emergencies they shall be required to notify the ACDFA immediately upon the decision being made via email and phone call. The Proposer shall also be responsible for notifying affected clients of the disruption of service.
- d) Proposer shall provide each client with at least (2) two shelf stable meals for use during these emergency instances. (Attachment "G").

#### **4.10 Monthly Menus and Nutritional Education:**

- a) Monthly menus shall be provided to all clients through direct distribution by the 25th day of the month before the monthly menu begins.
- b) Each month provider shall receive Nutrition Information from ACDFA. The Proposer shall also complete the Nutrition Education Report and submit monthly to ACDFA (Attachment "P").

#### **4.11 Contributions:**

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "O").
  - The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion; and
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner:  
voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.

#### 4.12 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFFA as it is received from the New York State Office for

Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.

- e) Unannounced monitoring visits by ACDFSA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

## **RECORDS AND RECORDING DATA**

4.13 **Program Reporting and Claim Forms** shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Home Delivered Meal Claim Form (Attachment "Q") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### **4.14 Program Surveys and Performance Targets**

- a) In order to assess client satisfaction, the client shall receive the HDM Survey (Attachment "R") at the end of the service or at a minimum annually. Returned surveys shall be tabulated on the Outcome Goals and Performance Target Reporting, (Attachment "S") and sent in with the monthly claim form.

4.15 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.16 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.



- 4.17 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "T).
- 4.18 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFR staff. Copies must be made available to ACDFR upon request.

#### **VOTER REGISTRATION**

- 4.19 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "U).
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

#### **DISASTER EMERGENCY**

- 4.20 While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor's executive orders and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County's Local Emergency Order re Covid-19 and all supplements/renewals to said order.

#### **SECTION 5: TERM OF CONTRACT:**

- 5.1 The contract period shall be JANUARY 1ST, 2021 TO DECEMBER 31ST, 2021.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

#### **SECTION 6: COST PROPOSAL:**

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DEBORAH C. RIITANO  
COMMISSIONER

October 16, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a renewal contract with Life Path (Senior Services of Albany), to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Life Path shall provide Congregate Meal Services to older adults at the following seven (7) locations, Westview Apartments, South Mall Towers, Cohoes Senior Center, Senior Center of Watervliet, Helderberg Senior Center, Ohav Shalom Apartments, and Livingston School Apartments. The Contractor shall serve 30,550 meals at their seven (7) congregate locations.

A Request for Proposal No. 2020-100 issued on August 20, 2020 requesting providers submit a proposal regarding Congregate Meals. There was a response to the RFP from six (6) providers. Five (5) proposals are existing Congregate Meal providers. The six (6) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,975.00
2. Allie B's Cozy Kitchen; Awarded - \$10,800.00
3. Colonie Senior Service Centers; Awarded - \$181,500.00
4. Green Island Senior Citizens; Awarded - \$45,347.50
5. Life Path (Senior Services of Albany); Awarded - \$267,300.00

6. Senior Projects of Ravena; Awarded - \$246,960.00

Total Awarded to Providers - \$788,882.50

Senior Services of the Albany Area shall provide education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Life Path shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contract Award Amount – \$267,300.00

Contract Term – 1/1/2021 – 12/31/2021

Funding Source – 20% - Federal, 80% - County

Budget Amendment – No

Revenue Account – Aging – AA6772, 04774, 04778

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2044, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Life Path (Senior Services of Albany) to provide Congregate Meals to older adults in Albany County.

Date: 10/16/2020  
 Submitted By: Patrick Dillon  
 Department: Aging  
 Title: Contract Administrator  
 Phone: 518 447 7733  
 Department Rep.  
 Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe



- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):

Life Path (Senior Services of Albany)  
28 Colvin Avenue  
Albany, New York 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$267,300.00

Scope of Services: Life Path (SSA) shall provide Congregate Meals to older adults in Albany County at the following established congregate meal sites; Westview, South Mall Towers, Cohoes Senior Center, Senior Center of Watervliet, Helderberg Senior Center, Ohav Shalom Apartments, Livingston School Apartments.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 04774, 04778  
Revenue Amount: \$31,983.82, \$22,607.00, \$212,709.18

Appropriation Account and Line: A96772, 44046  
Appropriation Amount: \$267,300.00

Source of Funding - (Percentages)

Federal: 20%  
State: Click or tap here to enter text.  
County: 80%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021  
Length of Contract: 12 months

Impact on Pending Litigation

Yes  No   
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 452  
Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a renewal contract with Life Path (Senior Services of Albany), to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Life Path shall provide Congregate Meal Services to older adults at the following seven (7) locations, Westview Apartments, South Mall Towers, Cohoes Senior Center, Senior Center of Watervliet, Helderberg Senior Center, Ohav Shalom Apartments, and Livingston School Apartments. The Contractor shall serve 30,550 meals at their seven (7) congregate locations.

A Request for Proposal No. 2020-100 issued on August 20, 2020 requesting providers submit a proposal regarding Congregate Meals. There was a response to the RFP from six (6) providers. Five (5) proposals are existing Congregate Meal providers. The six (6) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food

safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

Senior Services of the Albany Area shall provide education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Life Path shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 452**

**AUTHORIZING AN AGREEMENT WITH LIFE PATH REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Life Path regarding the provision of congregate meal services for seniors in the amount of \$294,900 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Life Path will serve meals that meet nutritional requirements in addition to providing nutrition education presentations and handouts to program participants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Life Path, Albany, NY 12206 regarding the provision of congregate meal services for seniors in an amount not to exceed \$294,900 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*

NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County
---	---

Program Year - Beginning: 1/1/2020 Ending: 12/31/2020

Fiscal Year from which funds are awarded: 2020      Federal CFDA No. - 93.045      This award is New

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$20,000.00	1. Federal Share (see remark 1)	\$375,127.00
Fringe Benefits	0.00	2. Combined Matching Share	
Equipment	0.00	A. In-Kind	0.00
Travel	0.00	B. Cash	55,085
Maint. & Operations	0.00	C. Volunteer Match	0.00
Other Expenses	0.00		
Subcontracts	495,364.00	3. Net Cost	\$430,212.00
Food	0.00	<u>Section III - Federal Funds Ceiling:</u>	
Approved Costs	\$515,364.00	A. Carryover	\$0.00
Less:		B. Base Allocation	369,785.00
Anticipated Income	51,187.00	C. III-B Transfer	-92,446.00
NSIP	33,965.00	D. III-C-2 Transfer	-92,446.00
Net Cost	\$430,212.00	E. Supplement	0.00
		Federal Funds Ceiling (see remark 1)	\$184,893.00

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.
- (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.
- ( ) 6. Other:

Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020
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# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-100**

**CONGREGATE MEAL PROGRAM FOR SENIOR RESIDENTS OF  
ALBANY COUNTY**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## SECTION 4: SCOPE OF SERVICES

### 4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFAs, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFAs.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFAs meal program.
  - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFAs Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.



Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.  
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
  2. Two (2) servings of vegetable and/or fruit, which shall include:
    - One half (½) cup cooked or raw vegetables.
    - One half (½) cup fruit or four (4) ounces of 100% juice.
    - One (1) cup large berries, melon or salad greens.
  3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
  4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
  5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26.
  6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

\*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

#### **4.4 Kitchen Facilities:**

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (Attachment "B"). The Proposer shall be contractually required to maintain

operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

#### 4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
  - Implementing staff and volunteer orientation.
  - Coordinating “Staff and Volunteer Training” (Attachment “H”)
  - Ensuring compliance with all ACDFA rules and regulations.
  - Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the “Unit”) to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment “H”) especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (Attachment “J”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (Attachment “I”).

#### 4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment “K”).

- b) Handling of potentially hazardous foods required by regulations include:
  - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (Attachment “K”).

#### **4.7 Congregate Dining Site Environment:**

- a) Ensure that each congregate site be neat, clean, project a pleasant atmosphere and have adequate lighting, ventilation and temperature control.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).
- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.



- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (Attachment "M")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
  - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
  - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

#### 4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) Eligible participants shall be 60 and older and/or the spouse of an eligible client regardless of spouse's age.
- b) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served.
- c) Volunteers who perform essential functions related to the congregate meal program.
- d) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (Attachment "F") and applicable "Informed Consent" forms (Attachment "I") and the "Nutritional Risk Screening Form" (Attachment "F"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System.
- e) Participants shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- f) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- g) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- h) Daily sign-in sheets shall be maintained by each congregate meal site.
- i) All registered participants and volunteers 60+ years are required to sign-in for a

meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.

- j) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants.

#### 4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "N").
- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
- SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.
  - ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
  - A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
  - Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.

- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

#### 4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- e) Unannounced monitoring visits by ACDFA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.



## RECORDS AND RECORDING DATA

### 4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (Attachment "P") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### 4.12 Program Surveys and Performance Targets:

- a) The provider shall give each congregate meal participant an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (Attachment "Q") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (Attachment "R") and sent in with the monthly claim form.
- b) In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (Attachment "L") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (Attachment "O") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

- 4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "S).
- 4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- 4.17 Other Program and Services:**
- a) Each month, Proposers shall receive copies of the ACDFA Nutritional & Health Tidbits Nutrition Education developed by the ACDFA RD. The Proposer shall distribute the monthly education handout to each participant. The Proposer shall report to ACDFA the number of participants, and date the newsletters that were delivered, on the Nutritional and Health Education Report
  - b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". (Attachment "L").
  - c) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

#### **VOTER REGISTRATION**

- 4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "T").
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

#### **DISASTER EMERGENCY**

- 4.19 The successful proposer shall follow required guidelines set by the State and/or Federal Government and the County of Albany due to a declaration of disaster emergency. While providing the services described in the Agreement, the Proposer and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DEBORAH C. RIITANO  
COMMISSIONER

October 16, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Colonie Senior Service Centers, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Colonie Senior Service Centers shall provide Congregate Meal Services to older adults at the following five (5) locations, Beltrone Living Center, Bishop Broderick, Sheehy Manor, Guilderland Congregate Dining Site, and King Thiel Senior Community. The Contractor shall serve 16,500 meals at their five (5) congregate sites.

A Request for Proposal No. 2020-100 issued on August 20, 2020 requesting providers submit a proposal regarding Congregate Meals. There was a response to the RFP from six (6) providers. Five (5) proposals are existing Congregate Meal providers. The six (6) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,975.00
2. Allie B's Cozy Kitchen; Awarded - \$10,800.00
3. Colonie Senior Service Centers; Awarded - \$181,500.00
4. Green Island Senior Citizens; Awarded - \$45,347.50
5. Life Path (Senior Services of Albany); Awarded - \$267,300.00

6. Senior Projects of Ravena; Awarded - \$246,960.00

Total Awarded to Providers - \$788,882.50

Colonie Senior Service Centers shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Colonie Senior Service Centers shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contract Award Amount – \$181,500.00

Contract Term – 1/1/2021 – 12/31/2021

Funding Source – 90% - Federal, 10% - County

Budget Amendment – No

Revenue Account – Aging -AA6772, 04774, 04778

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2045, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Colonie Senior Service Centers to provide Congregate Meals to older adults in Albany County.

Date: 10/16/2020  
 Submitted By: Patrick Dillon  
 Department: Aging  
 Title: Contract Administrator  
 Phone: 518 447 7733  
 Department Rep.  
 Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

**Party (Name/address):**

Colonie Senior Service Centers  
6 Winners Circle  
Colonie, New York 12205

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$181,500.00

Scope of Services: Colonie Senior Service Centers shall provide Congregate Meals to older adults in Albany County at the following established congregated meal sites; Beltrone Living Center, Bishop Broderick Apartments, Sheehy Manor, Guilderland Senior Center, and King Thiel Senior Community.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 04774, 04778  
Revenue Amount: \$151,514.55, \$12,210.00, \$17,775.45

Appropriation Account and Line: A96772, 44046  
Appropriation Amount: \$181,500.00

Source of Funding - (Percentages)

Federal: 90%  
State: Click or tap here to enter text.  
County: 10%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021  
Length of Contract: 12 months

Impact on Pending Litigation

Yes  No   
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 453  
Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)

Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Colonie Senior Service Centers, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Colonie Senior Service Centers shall provide Congregate Meal Services to older adults at the following five (5) locations, Beltrone Living Center, Bishop Broderick, Sheehy Manor, Guilderland Congregate Dining Site, and King Thiel Senior Community. The Contractor shall serve 16,500 meals at their five (5) congregate sites.

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- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.



- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

Colonie Senior Service Centers shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Colonie Senior Service Centers shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 453**

**AUTHORIZING AN AGREEMENT WITH COLONIE SENIOR SERVICE CENTERS REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Colonie Senior Service Centers regarding the provision of congregate meal services for seniors in the amount of \$165,000 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Colonie Senior Service Centers will serve meals that meet nutritional requirements in addition to providing nutrition education presentations and handouts to program participants, now, therefore be it

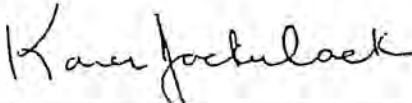
RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Colonie Senior Service Centers, Colonie, NY 12205 regarding the provision of congregate meal services for seniors in an amount not to exceed \$165,000 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*

## NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304		Name and Address of Sponsoring Agency/Payee: Albany County	
Program Year - Beginning: 1/1/2020 Ending: 12/31/2020			
Fiscal Year from which funds are awarded: 2020		Federal CFDA No. - 93.045	This award is New
<b>Section I - Cost Categories</b>		<b>Section II - Grantee Budget - Federal and Matching Funds:</b>	
	<u>Amount</u>		
Personnel	\$20,000.00	1. Federal Share (see remark 1)	\$375,127.00
Fringe Benefits	0.00	2. Combined Matching Share	
Equipment	0.00	A. In-Kind	0.00
Travel	0.00	B. Cash	55,085
Maint. & Operations	0.00	C. Volunteer Match	0.00
Other Expenses	0.00		
Subcontracts	495,364.00	3. Net Cost	\$430,212.00
Food	0.00	<b>Section III - Federal Funds Ceiling:</b>	
Approved Costs	\$515,364.00	A. Carryover	\$0.00
Less:		B. Base Allocation	369,785.00
Anticipated Income	51,187.00	C. III-B Transfer	-92,446.00
NSIP	33,965.00	D. III-C-2 Transfer	-92,446.00
Net Cost	\$430,212.00	E. Supplement	0.00
		Federal Funds Ceiling (see remark 1)	\$184,893.00
Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:			
<input checked="" type="checkbox"/> 1. Federal reimbursement is limited to the <u>lower</u> of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.			
<input checked="" type="checkbox"/> 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.			
<input checked="" type="checkbox"/> 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.			
<input checked="" type="checkbox"/> 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.			
<input checked="" type="checkbox"/> 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.			
<input type="checkbox"/> 6. Other:			
Name and Title of Authorizing Official: Karen Jackuback Deputy Director		Signature: 	Date: July 8, 2020

# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-100**

**CONGREGATE MEAL PROGRAM FOR SENIOR RESIDENTS OF  
ALBANY COUNTY**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## SECTION 4: SCOPE OF SERVICES

### 4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFAs, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFAs.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFAs meal program.
  - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFAs Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.  
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
  2. Two (2) servings of vegetable and/or fruit, which shall include:
    - One half (½) cup cooked or raw vegetables.
    - One half (½) cup fruit or four (4) ounces of 100% juice.
    - One (1) cup large berries, melon or salad greens.
  3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
  4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
  5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26.
  6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

\*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)



during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

#### **4.4 Kitchen Facilities:**

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (Attachment "B"). The Proposer shall be contractually required to maintain



operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

#### **4.5 Staff, Supervision and Training:**

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
  - Implementing staff and volunteer orientation.
  - Coordinating “Staff and Volunteer Training” (Attachment “H”)
  - Ensuring compliance with all ACDFA rules and regulations.
  - Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the “Unit”) to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment “H”) especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (Attachment “J”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (Attachment “I”).

#### **4.6 Food Service Practice Compliance:**

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially

hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment “K”).

- b) Handling of potentially hazardous foods required by regulations include:
  - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (Attachment “K”).

#### **4.7 Congregate Dining Site Environment:**

- a) Ensure that each congregate site be neat, clean, project a pleasant atmosphere and have adequate lighting, ventilation and temperature control.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).
- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.

- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (Attachment "M")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
  - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
  - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

#### **4.8 Client Eligibility, Registration and Sign-in Sheets:**

- a) Eligible participants shall be 60 and older and/or the spouse of an eligible client regardless of spouse's age.
- b) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served.
- c) Volunteers who perform essential functions related to the congregate meal program.
- d) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (Attachment "F") and applicable "Informed Consent" forms (Attachment "I") and the "Nutritional Risk Screening Form" (Attachment "F"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System.
- e) Participants shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- f) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- g) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- h) Daily sign-in sheets shall be maintained by each congregate meal site.
- i) All registered participants and volunteers 60+ years are required to sign-in for a

meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.

- j) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants.

#### 4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "N").
- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
- SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.
  - ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
  - A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
  - Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.



- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

#### 4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- e) Unannounced monitoring visits by ACDFA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.

## RECORDS AND RECORDING DATA

### 4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (Attachment "P") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### 4.12 Program Surveys and Performance Targets:

- a) The provider shall give each congregate meal participant an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (Attachment "Q") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (Attachment "R") and sent in with the monthly claim form.
- b) In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (Attachment "L") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (Attachment "O") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

- 4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "S).
- 4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- 4.17 Other Program and Services:**
- a) Each month, Proposers shall receive copies of the ACDFA Nutritional & Health Tidbits Nutrition Education developed by the ACDFA RD. The Proposer shall distribute the monthly education handout to each participant. The Proposer shall report to ACDFA the number of participants, and date the newsletters that were delivered, on the Nutritional and Health Education Report
  - b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". (Attachment "L").
  - c) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

## **VOTER REGISTRATION**

- 4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "T").
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

## **DISASTER EMERGENCY**

- 4.19 The successful proposer shall follow required guidelines set by the State and/or Federal Government and the County of Albany due to a declaration of disaster emergency. While providing the services described in the Agreement, the Proposer and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of





DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR AGING  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210  
ADMINISTRATION: (518) 447-7198  
GENERAL INFORMATION: (518) 447-7177  
FAX: (518) 447-7188  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DEBORAH C. RIITANO  
COMMISSIONER

October 16, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to enter into a new contract with Senior Projects of Ravena, to provide Congregate Meal Services to older adults in Albany County and meet specific criteria as required by Albany County and NYSOFA. Senior Projects of Ravena will provide Congregate Meal Services to older adults at the following three (3) locations, Senior Projects of Ravena, Townsend Park, and Parkview Apartments. The Contractor shall serve 24,000 meals at their three (3) congregate locations.

A Request for Proposal No. 2020-100 issued on August 20, 2020 requesting providers submit a proposal regarding Congregate Meals. There was a response to the RFP from six (6) providers. Five (5) proposals are existing Congregate Meal providers. The six (6) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.
- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

After reviewing the proposals and rating scores the Congregate Meal proposals were awarded as follows;

1. Albany Jewish Community Center; Awarded - \$36,975.00
2. Allie B's Cozy Kitchen; Awarded - \$10,800.00
3. Colonie Senior Service Centers; Awarded - \$181,500.00
4. Green Island Senior Citizens; Awarded - \$45,347.50
5. Life Path (Senior Services of Albany); Awarded - \$267,300.00

6. Senior Projects of Ravena; Awarded - \$246,960.00

Total Awarded to Providers - \$788,882.50

Senior Projects of Ravena shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Senior Projects of Ravena shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Contract Award Amount – \$246,960.00

Contract Term – 1/1/2021 – 12/31/2021

Funding Source – 90% - Federal, 10% - County

Budget Amendment – No

Revenue Account – Aging – AA6772, 04774, 04778

Respectfully Submitted,

Deborah C. Riitano  
Commissioner

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2046, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**

Contract authorization with Senior Projects of Ravena to provide Congregate Meals to older adults in Albany County.

Date: 10/16/2020  
Submitted By: Patrick Dillon  
Department: Aging  
Title: Contract Administrator  
Phone: 518 447 7733  
Department Rep.  
Attending Meeting: Deborah C. Riitano, Commissioner

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):

Senior Projects of Ravena  
9 Bruno Boulevard  
Ravena, New York 12143

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$246,960.00

Scope of Services: Senior Projects of Ravena shall provide Congregate Meals to older adults in Albany County at the following established congregate meal sites; Senior Projects of Ravena Senior Center, Townsend Park Apartments, and Parkview Apartments, and Civill Apartments.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: A46772, 04774, 04778  
Revenue Amount: \$205,134.00, \$17,760.00, \$24,066.00

Appropriation Account and Line: A96772, 44046  
Appropriation Amount: \$246,960.00

Source of Funding - (Percentages)

Federal: 90%  
State: Click or tap here to enter text.  
County: 10%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2021  
Length of Contract: 12 months

Impact on Pending Litigation Yes  No   
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 454  
Date of Adoption: 11/12/2019

**Justification:** (state briefly why legislative action is requested)  
Click or tap here to enter text.

The Department for Aging (DFA) requests legislative approval to enter into a renewal contract with Senior Projects of Ravena, to provide Congregate Meal Services to seniors who reside within Albany County and meet specific criteria as required by Albany County and NYSOFA. Senior Projects of Ravena will provide Congregate Meal Services to seniors at the following three (3) locations, Senior Projects of Ravena, Townsend Park, and Parkview Apartments. The Contractor shall serve 24,000 meals at their three (3) congregate locations.

A Request for Proposal No. 2020-100 issued on August 20, 2020 requesting providers submit a proposal regarding Congregate Meals. There was a response to the RFP from six (6) providers. Five (5) proposals are existing Congregate Meal providers. The six (6) were evaluated and rated by the department scoring committee using the following criteria:

- Full demonstrated comprehension of the Scope of Services; including but not limited to; Knowledge of food safety/sanitation regulations and nutrition standards; Current Dietary Guidelines including knowledge and compliance with USDA nutrition standards.

- Prior experience and/or equivalent training with quantity food production and service projects
- Professional qualifications, staffing, equipment, and demonstrated capabilities.
- Total proposed price.

Senior Projects of Ravenna shall provide nutrition education presentations to program participants at the congregate meal site not less than six (6) times during the contract year. Senior Projects of Ravenna shall be responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

**RESOLUTION NO. 454**

**AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Albany County Department for Aging has requested authorization to enter into an agreement with Senior Projects of Ravena regarding the provision of congregate meal services for seniors in the amount of \$222,912 for the term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner indicated that Senior Projects of Ravena will serve meals that meet nutritional requirements in addition to providing nutrition education presentations and handouts to program participants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Senior Projects of Ravena, Ravena, NY 12143 regarding the provision of congregate meal services for seniors in an amount not to exceed \$222,912 for the term commencing January 1, 2020 and ending December 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

*Adopted by unanimous vote – 11/12/19*



NOTIFICATION OF GRANT AWARD UNDER TITLE III-C-1 OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Albany County Department for Aging 162 Washington Avenue, 6th Floor Albany, NY 12210-2304	Name and Address of Sponsoring Agency/Payee: Albany County
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Program Year - Beginning: 1/1/2020 Ending: 12/31/2020

Fiscal Year from which funds are awarded: 2020      Federal CFDA No. - 93.045      This award is New

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>	
Personnel	\$20,000.00	1. Federal Share (see remark 1)	\$375,127.00
Fringe Benefits	0.00	2. Combined Matching Share	
Equipment	0.00	A. In-Kind	0.00
Travel	0.00	B. Cash	55,085
Maint. & Operations	0.00	C. Volunteer Match	0.00
Other Expenses	0.00		
Subcontracts	495,364.00	3. Net Cost	\$430,212.00
Food	0.00	<u>Section III - Federal Funds Ceiling:</u>	
Approved Costs	\$515,364.00	A. Carryover	\$0.00
Less:		B. Base Allocation	369,785.00
Anticipated Income	51,187.00	C. III-B Transfer	-92,446.00
NSIP	33,965.00	D. III-C-2 Transfer	-92,446.00
Net Cost	\$430,212.00	E. Supplement	0.00
		Federal Funds Ceiling (see remark 1)	\$184,893.00

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Congregate Nutrition Services.
- (XX) 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- (XX) 5. In accordance with Federal Policy, the funds herein awarded cannot be used to pay the cost for home delivered meals.
- ( ) 6. Other:

Name and Title of Authorizing Official: Karen Jackuback Deputy Director	Signature: 	Date: July 8, 2020
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# **COUNTY OF ALBANY**

**REQUEST FOR PROPOSALS**

**DEPARTMENT FOR AGING**



**RFP # 2020-100**

**CONGREGATE MEAL PROGRAM FOR SENIOR RESIDENTS OF  
ALBANY COUNTY**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
KAREN A. STORM, PURCHASING AGENT  
112 STATE STREET, ROOM 1000  
ALBANY, NY 12207**

## SECTION 4: SCOPE OF SERVICES

### 4.1 Nutritional Content Requirements:

- a) The Proposer shall abide by all pertinent provisions of law, including but not limited to the Federal Older Americans Act, Article 15 of the New York State Executive Law, the Federal Social Security Act. The Proposer shall abide by all other rules regulations or requirements imposed or issued by the New York State Office for Aging, including those requirements set forth in the Standard Clauses for ACDFAs, (Attachment "A"), and Standard Assurances (Attachment "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 19-PI-26, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (Attachment "B").
- b) The Proposer shall develop formal written procedures and guidelines for all aspects of their congregate meal service delivery, such procedures and guidelines will be distributed to staff at all sites and updated to reflect changes in program requirements as may occur over the term of the Agreement. Copies of all procedures and guidelines developed will be provided to the ACDFAs.
- c) The Proposer shall plan, prepare and serve all meals according to the Nutrition Program Standards through the issuance of New York State Office for Aging Program Instructions (PIs) and Technical Assistance Memorandums (TAMs), and adhere to the daily Dietary Reference Intake (DRI)/Recommended Daily Allowance (RDA) and the current Dietary Guidelines for Americans. Compliance with all nutritional guidelines shall be routinely monitored by the regulatory agencies.
- d) The Proposer:
  - Agrees to provide nutritious and balanced meals to all clients according to the approved menu. Note: No special medical, therapeutic and/or modified consistency diets are offered through the ACDFAs meal program.
  - Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFAs Dietitian evaluations.
- e) The Proposer shall prepare and provide meals that meet a minimum of one-third (1/3) for one meal and two-thirds (2/3) for two meals of the required daily DRI/RDA. Older adults have specific nutritional needs and should include nutritious, flavorful, and culturally appropriate meals. The Proposer shall submit menus and prepare meals that use a variety of nutrient-dense foods and beverages while choosing foods that limit the intake of saturated fats, have no trans-fats and have little added sugars and salt. Meals shall be planned to keep total fat intake between 20-35 percent of calories, with most fats coming from sources of polyunsaturated and mono-unsaturated fatty acids. Less than 10 percent of calories shall be from saturated fat. Meals shall be prepared with little salt and with a goal of 500-800 mg of sodium per meal. It shall be necessary to utilize some low or lower sodium ingredients to achieve this requirement.

Food and beverages in this regular meal shall be prepared with little to no added sugars and emphasis shall be given to fiber- rich fruits, whole grains, vegetables and fat free or low-fat dairy products (see page 25 of NYSOFA 19-PI-26).

- f) Meal components, as listed below shall be included, as part of the meal served:
1. Three (3) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc.  
Casseroles shall be eight (8) ounce portions of which three (3) shall be protein.
  2. Two (2) servings of vegetable and/or fruit, which shall include:
    - One half (½) cup cooked or raw vegetables.
    - One half (½) cup fruit or four (4) ounces of 100% juice.
    - One (1) cup large berries, melon or salad greens.
  3. Two (2) serving of grain, with at least one (1) ounce whole grain, all others shall be enriched grain.
  4. One to Two (1-2) teaspoon oil/fortified margarine spread or butter.
  5. Eight (8) ounces of fat free or low fat, or 1 serving of dairy and/or vitamin D fortified 100% fruit juice, see page 24 of NYSOFA 19-PI-26.
  6. One-half (½) cup of dessert.
- g) The Proposer shall procure all food and supplies as required in the preparation of meals in accordance with the standardized recipes and menus as approved by the ACDFA Registered Dietitian.

\*Please Note: Omission of any components of the approved menu constitutes a violation of the Menu Policy. Meal reimbursement shall be denied if any part of the meal is omitted. Substitutions require prior approval by the ACDFA Registered Dietitian at least 2 days in advance of the meal service. Substitutions should be a comparable food item of the same food group.

#### 4.2 Targeting:

The Proposer shall make targeted outreach with attention to; low income, low-income minority individuals including Native American, and older adults residing in rural areas, older adults with greatest economic need, older adults with limited English proficiency, older individuals who are frail or with severe disabilities older adults with Alzheimer's Disease, or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals to insure that the most critical needs of the targeted population are met. The Proposer shall target and prioritize services to older adult clients in compliance with NYSOFA targeting program instruction 12-PI-08, 13-TAM-01, (Attachment "C").

#### 4.3 Menu Policy, Meals Preparation and Service:

- a) The Proposer shall have on its staff a qualified individual responsible for the overall site operation, who shall be expected to work closely with the ACDFA Registered Dietitian (RD).
- b) The Proposer will follow the ACDFA Menu Development policy (Attachment "D"). All cycle menus shall be submitted for nutritional analysis and approval at least six (6) weeks in advance of implementation. The ACDFA RD will work collaboratively with the Proposer(s)

during the menu review and approval process. Proposers shall keep copies of the approved sample menus on file for one year from the implementation date.

- c) Special Holiday Meals shall be required as part of the Menu Policy and menus shall be submitted for approval by the ACDFA RD prior to serving.
- d) The ACDFA Registered Dietitian assumes all menu items are prepared from scratch vs. prepackaged. If menu items are pre-prepared, processed, cured and/or canned, nutrition labels for those items shall be noted as such and submitted with the menu for analysis. If during a menu cycle or at any time during food purchasing a distributor changes a product the Proposer shall submit the nutritional facts and ingredient label to ACDFA RD for review and approval.
- e) All menu items with more than one ingredient shall have a quantity standardized recipe. Proposers will be required to use the standardized recipes available through the ACDFA Share Point Recipe Program. (Attachment "E").
- f) Due to availability and fluctuating costs of food items on a pre-set menu, the Proposer shall sometimes require an occasional substitution. Changes in the approved menu shall be considered only with prior approval from the ACDFA Registered Dietitian and kept to an absolute minimum.
- g) Failure to comply with the Menu Policy shall be considered a violation of contract requirements. Non-compliant meals shall be denied and as such reimbursement for said meals shall not be considered.

#### **4.4 Kitchen Facilities:**

- a) The Proposer shall have NYSOFA approval for the operation of any contracted or directly operated nutrition site, satellite site, central kitchen or facility which prepares, packages or serves meals using NYSOFA administered funding. Operation permits are kept on file at the ACDFA for NYSOFA review.
- b) The Proposer shall prepare within an approved kitchen and/or provide complete meals, portioned for use at all congregate meal sites as required by the County.
- c) The Proposer shall meet requirements for food handling, preparation and service and comply with the New York State Sanitary Code, subpart 14-1. In addition, facilities used for meal preparation and the delivery of meals shall meet all fire and safety regulations as denoted and described in Nutrition Program Standards, (Attachment "B"). The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- d) The Proposer shall have written site agreements between the Proposer and all sites serving meals. The site agreement must address as denoted and described in Nutrition Program Standards (Attachment "B"). The Proposer shall be contractually required to maintain



operations at approved sites until written permission to discontinue service is obtained from the ACDFA or the terms of the Agreement ends.

#### 4.5 Staff, Supervision and Training:

- a) The operation of the nutrition program should be overseen by a qualified and responsible supervisory designee, who shall have a thorough knowledge of: supervising and directing the work of others; an ability to plan.
- b) The Proposer shall be responsible for:
  - Implementing staff and volunteer orientation.
  - Coordinating “Staff and Volunteer Training” (Attachment “H”)
  - Ensuring compliance with all ACDFA rules and regulations.
  - Contacting the Albany County Home Delivered Meal Assessment Unit, (hereinafter called the “Unit”) to report any changes or issues as they relate to the HDM client.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) In order to control the operation of the nutrition program the Proposer shall have personnel policies and procedures and job descriptions for all staff and volunteers.
- e) All staff and volunteers shall be warm and welcoming and treat clients with dignity and respect. Staff and volunteers shall be neat, clean and properly dressed.
- f) All staff shall be aware of the physical and social needs of the older adults. The Proposer will be required to provide training and follow the ACDFA protocol (Attachment “H”) especially for emergency situations. Staff and volunteers who note any adverse changes in the client(s) condition or circumstances are required to report to ACDFA or Unit.
- g) The Proposer must have a written policy and procedures for all staff and volunteers which protects the confidentiality and limit the access to the client’s information, (Attachment “J”) Confidentiality is to be guaranteed for all clients receiving services funded by the US Department of Health and Human Services-Administration on Community Living (ACL), NYSOFA and Albany County. No information may be disclosed that identifies the person or his or her legal representatives unless disclosure is agreed to through written signed informed consent and confidentiality forms, or is required by court order, or by program monitoring by authorized staff from New York State Office for Aging or ACDFA. This includes obtaining the informed consent of an individual for the purpose of disclosing personal information to service providers for refer or any other purpose. In addition, other laws governing consent to capture, share, and disclose client information may apply generally to all individuals or to specific population groups, (Attachment “I”).

#### 4.6 Food Service Practice Compliance:

- a) The Proposer shall comply with the New York State Sanitary Code, subpart 14-1 and local health and sanitation regulations. The older population is a high-risk population and are at greater risk for foodborne illness. The Proposer shall ensure proper handling of potentially



hazardous foods at each stage of food handling, preparation and delivery. Time-temperature testing shall be conducted using an approved food grade thermometer. Time-temperatures will be monitored and recorded according to ACDFA policy and procedure. The Proposer shall ensure that all time and temperature regulations are followed, (Attachment “K”).

- b) Handling of potentially hazardous foods required by regulations include:
  - Reaching internal temperature of cooked foods according to regulations and maintain holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
  - Keeping cold foods at or below 45 degrees Fahrenheit, (see page 14; NYSOFA 19-PI-26).
  - Maintain frozen foods at or below 0 degrees Fahrenheit.
- c) Potentially hazardous foods will be held at the respective temperatures during transportation and holding prior to service. Hot foods shall not be held longer than two (2) hours after the completion of cooking.
- d) The Proposer shall have a policy and procedure for food delivered to satellite sites. This will include monitoring of transport vehicles for regular maintenance and cleanliness, appropriate and functioning equipment for transport of hot, cold and/or frozen foods. Hot foods shall be packed separately from cold and frozen food items. The Proposer shall have a written contingency plan of resolution in the event the above standards are not met. The Proposer will notify the ADCFA within a reasonable time frame to report any issues with non-compliance with time and temperatures including corrective action. Time and Temperature Logs must be monitored and submitted to ACDFA as directed in the policy and procedure. (Attachment “K”).

#### **4.7 Congregate Dining Site Environment:**

- a) Ensure that each congregate site be neat, clean, project a pleasant atmosphere and have adequate lighting, ventilation and temperature control.
- b) The dining site shall be accessible and open at least one (1) hour before and after the meal to permit all participants to eat a leisurely meal, enjoy social contact and to take advantage of other services at the site. The Proposer shall monitor and enforce the time of meal service within a specific time frame the dining site is open to the maximum extent possible, sites should be open at least five (5) days a week to have a greater impact on the nutritional status of the participants.
- c) The Proposer will, to the maximum extent possible, provide for supportive, educational and/or recreational services and activities at the congregate meal site (sites).
- d) A copy of the signed approved menu by the ACDFA Registered Dietitian must be prominently displayed in the food preparation area of the kitchen at all times and used for reference.
- e) All Congregate Sites shall have a monthly menu posted and copies available for participants to take.

- f) Congregate meal providers have the option to allow participants to take leftover food home. Providers who do not allow food to be taken from their congregate sites must have a procedure in place to communicate this to participants. Those Proposers who allow participants to take leftovers home must follow the ACDFA policy and procedure. (Attachment "M")
- g) Closures other than federal, state and county holidays must be communicated to ACDFA as follows:
  - Notification of pre-determined date(s) of closing and reason is noted on the approved cycle menu.
  - In the case of inclement weather, emergencies or unforeseen situations the Proposer shall notify ACDFA of the situation immediately.

#### 4.8 Client Eligibility, Registration and Sign-in Sheets:

- a) Eligible participants shall be 60 and older and/or the spouse of an eligible client regardless of spouse's age.
- b) Congregate meals may be made available to handicapped or disabled persons under 60 years of age who reside in a senior housing facility where congregate meals are served.
- c) Volunteers who perform essential functions related to the congregate meal program.
- d) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (Attachment "F") and applicable "Informed Consent" forms (Attachment "I") and the "Nutritional Risk Screening Form" (Attachment "F"). These forms should be reviewed annually and updated if changes are identified. Forms should be updated more than annually if there is a change in program/services or client status. For those participants who consent to their information being captured, the completed Congregate Registration Form data will be entered into the Statewide Client Data System and the "Informed Consent to Capture form(s)" shall be scanned and uploaded into the Statewide Client Data System.
- e) Participants shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- f) The Proposer shall have a system for accepting meal reservations including the ability to forecast meals to control program costs. ACDFA shall only reimburse the provider for those meals accompanied by the signature of an eligible participant on the sign in sheet.
- g) The Proposer shall have a procedure in place that ensures that eligible participants are given priority for meals over all guests and staff under sixty.
- h) Daily sign-in sheets shall be maintained by each congregate meal site.
- i) All registered participants and volunteers 60+ years are required to sign-in for a

meal to be reimbursed. If the registered participant is unable to sign in personally, the meal site manager or designee is required to have a process to monitor, and verify each participant who receives meal and is unable to sign.

- j) Under age 60 guests shall be identified separately from eligible program participants. The Proposer shall have a system to track the monetary contributions of under age 60 guests/participants.

#### 4.9 Contributions:

In providing services pursuant to this Agreement, the Proposer shall not charge any fee or require any contribution for participation in any activities or programs it provides to elderly residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (Attachment "N").
- The contribution policy shall be explained to all individuals inquiring about the program or service. No client will be denied services for an inability or unwillingness to make a contribution. The Proposer shall not charge any fee or require any contribution for programs covered by funding from ACDFA. Protect the privacy of each older adult regarding contributions;
  - Establish a procedure to safeguard and account for all contributions. Said procedure shall be approved in advance by the Department for Aging;
  - Use all contributions to expand services of the program. The Proposer shall clearly illustrate how the contributions were used for expansion;
  - Not deny services to or discriminate against any older adult in the delivery of service because the older adult did not contribute;
  - Contributions shall be reflected monthly on each voucher in the following manner: voucher amount (i.e., no. of units x rate) less contributions received = net amount due.
- b) ACDFA will determine the "Suggested Meal Contribution". Proposer agrees to comply with policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions as outlined in the above-referenced NYSOFA Program Instruction. Individuals with self-declared incomes at or above 185 percent of the federal poverty line shall be encouraged to contribute at levels based on the actual meal cost.
- SNAP benefits shall be accepted for congregate meal contributions upon certification by the Department of Social Services. However, clients that have SNAP benefits shall be encouraged to use these resources to obtain proper nutrition for their other daily meals.
  - ACDFA provides the Congregate Meal Site suggested contribution signs that shall be prominently located at sites where the congregate meal takes place and includes the suggested meal contribution rate.
  - A contribution lock box with opaque envelopes available shall be visible at the congregate site near or next to the ACDFA Congregate Sign displaying information about the contribution policy.
  - Contributions shall be deposited into a locked box by the participant using the opaque envelopes to protect the confidentiality of participant's donation.

- Contributions shall be jointly counted daily by a staff member and either a volunteer or a service program supervisor. The Proposer shall report all contributions monthly. All contributions shall be used to expand services of the program.
- All contributions received each day shall be entered into a ledger and each person counting the contributions shall certify the amount received each day.

#### 4.10 Monitoring:

- a) All program facilities utilized by the Proposer in the delivery of services pursuant to this Agreement are to be open to authorized personnel from the federal government, New York State and Albany County Department for Aging, for the purposes of observation and monitoring contract and program, fiscal operations. The Proposer shall be monitored to ensure they are performing in accordance with requirements of federal, state, and local laws, regulations and guidance documents (including ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan. Additionally, the Proposer shall be monitored to ensure they perform and make expenditures only for authorized items of expense contained in approved budgets. A written report of all inspections will be kept at the Albany County Department for Aging with a copy provided to the Proposer. Any defects or faults found are to be corrected within the designated timeframe or within 24 hours in the case of a health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) ACDFA staff will utilize established program, fiscal and contract monitoring tools to review compliance with federal, state and local laws, regulations and guidance documents.
- c) The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and kitchens.
- d) Technical assistance and programmatic information concerning the Home Delivered Meals Program shall be shared by ACDFA as it is received from the New York State Office for Aging. These communications may also comprise special surveys of need, performance reviews and promotion of related programs, advice on special nutrition-related health risks concerning the elderly and warnings concerned with food-borne illnesses.
- e) Unannounced monitoring visits by ACDFA staff shall occur on an ongoing basis throughout the contract period to assure compliance.
- f) The Proposer shall furnish a copy of their policies with regards to equal opportunity and non-discrimination for employment.



## RECORDS AND RECORDING DATA

### 4.11 Program Reporting and Claim Forms:

shall be submitted monthly to the Department's Fiscal Director by the 10th day of the following month. Monthly forms and reports consist of the following:

- a) Client Registration Data (for those who consent) and actual units of service must be entered into the Statewide Client Data System each month. For those individuals who do not consent (this should be minimal) an anonymous aggregate unit number must be entered into Statewide Client Data System and align with the itemized breakdown of units of service.
- b) Claim forms shall include an itemized breakdown of units of service and cost per unit. All contributions collected during the month for the service shall be reported on the Congregate Meal Claim Form (Attachment "P") and be subtracted from the gross amount of the claim. Vouchers will be paid on the net (services x units = gross less contributions = net) amount. A claim will not be processed for payment if the units entered into the Statewide Client Data System do not match the units billed.

### 4.12 Program Surveys and Performance Targets:

- a) The provider shall give each congregate meal participant an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (Attachment "Q") at the end of the service or at a minimum annually. Returned surveys shall be reviewed and tabulated on the Outcomes and Performance Target Reporting Form, (Attachment "R") and sent in with the monthly claim form.
- b) In order to assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (Attachment "L") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (Attachment "O") and sent in with monthly claim form.

4.13 Complete and proper accounting records shall be maintained by the Proposer which shall clearly identify the costs of the work performed under this Agreement. Upon County request, such records shall be subject to periodic and final audit by the County. Any attempt to delay the County's audit of program records shall constitute a breach of contract, and shall entitle the County to the remedies set forth in Article 3 of Schedule A, as well as all other remedies for breach of contract and/or fiduciary duty available in law or equity.

4.14 All program records shall be accessible to the County, the New York State Office of Aging, and the New York State Comptroller for a period of six (6) years following the date of final payment by the County to the Proposer for the performance of the work contemplated herein. The Proposer shall make all financial, program, and other related records available to Federal, State, and/or County personnel conducting monitoring visits to program offices and/or other facilities upon request.

- 4.15 The Proposer will provide an accounting of total costs of U.S. origin foods purchased and eligible for USDA reimbursement by the Federal government. USDA funds provided to the Home Delivered Meals Program shall be based on the prevailing rate at the time of payment to the Proposer and only for those meals meeting regulatory requirements. USDA reimbursement funds are only available towards foods grown and processed within the USA, (Attachment "S).
- 4.16 The Proposer shall maintain copies of their annual Department of Health permit and fire inspections for review by ACDFA staff. Copies must be made available to ACDFA upon request.
- 4.17 Other Program and Services:**
- a) Each month, Proposers shall receive copies of the ACDFA Nutritional & Health Tidbits Nutrition Education developed by the ACDFA RD. The Proposer shall distribute the monthly education handout to each participant. The Proposer shall report to ACDFA the number of participants, and date the newsletters that were delivered, on the Nutritional and Health Education Report
  - b) The Proposer is required to present a minimum of six (6) pre-approved "Nutrition and Health Education Presentations" per year at each congregate site. The Proposer shall report to ACDFA the number of participants, the presentation topic, the presenter and date of the presentation on the Nutritional and Health Education Report. The Proposer is required to solicit feedback annually from congregate participants regarding the nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". (Attachment "L").
  - c) The Proposer shall participate in the Senior Nutrition Farmer's Market Program. This is a seasonal program and guidance is provided by ACDFA.

## **VOTER REGISTRATION**

- 4.18 The Proposer shall offer voter registration forms to persons upon an initial application for services, and with each renewal, recertification, or change of address for relating to such services (Attachment "T").
- a) The Proposer shall assist applicants the same way the applicant would be provided assistance in completing any agency forms.
  - b) The Proposer will forward any forms received to the appropriate Board of Elections within ten (10) days of acceptance of a form.

## **DISASTER EMERGENCY**

- 4.19 The successful proposer shall follow required guidelines set by the State and/or Federal Government and the County of Albany due to a declaration of disaster emergency. While providing the services described in the Agreement, the Proposer and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of