

# **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 ACDFA, (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 AC DFA. 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) AC DFA 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 NY SOFA 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 NY SOFA 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) AC DFA 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 AC DFA 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**

**4.13 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 ACDFa staff. Copies must be made available to ACDFa 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.