

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

DEPARTMENT FOR AGING



RFP #2026-132

CONGREGATE MEAL PROGRAM FOR OLDER ADULT RESIDENTS OF ALBANY COUNTY

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 820, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov**

TITLE: Congregate Meal Program for Albany County Senior Citizens RFP NUMBER: 2026-132

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2026-132 Congregate Meal Program for Albany County Senior Citizens

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define:_____

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2026-132**

Sealed Proposals for **Congregate Meal Program for Albany County Senior Citizens** as requested by Albany County Department for Aging will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on **Friday, September 11, 2026**, and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, August 20, 2026.

Pamela O Neill
Purchasing Agent

Dated: ***Thursday, August 13, 2026***
Albany, New York

PUBLISH ONE DAY – ***Thursday, August 20, 2026*** -- THE EVANGELIST
PUBLISH ONE DAY – ***Thursday, August 20, 2026*** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CONGREGATE MEAL PROGRAM FOR OLDER ADULT RESIDENTS OF ALBANY
COUNTY
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RFP #2026-132

RFP DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals from agencies interested in providing Congregate Meals for older adult residents (age 60+) of Albany County as requested by the Albany County Department for Aging.
- 1.2 The Albany County Congregate Meal Program is sponsored by the Albany County Department for Aging, (ACDFA) through Federal, State, and County government funding as authorized under the Older Americans Act.
- 1.3 The Goal of the Albany County Department for Aging Congregate Meal Program is to ensure that all eligible senior citizens 60 years and older are served a quality meal in a comfortable and social setting. The Successful Proposer (hereinafter denoted as "Proposer") shall be required to follow Nutrition Program Standards, as directed and monitored by the ACDFA.
- 1.4 It is understood that all Proposers share in the mission of the Albany County Department for Aging "...to empower Albany County seniors and their families by providing access to... nutritional services of the highest quality, enabling them to maintain an independent lifestyle for as long as possible."
- 1.5 The Proposer shall demonstrate thorough knowledge of the Older Americans Act (OAA) that the congregate senior nutrition program provides much more than access to a healthy

meal, by providing an opportunity for seniors to gather in an environment which supports physical and social well-being.

- 1.6 The Scope of Work outlined in this RFP is intended to describe the preparation and serving of a nutritious and balanced meal to eligible participants in a group setting. The Successful Proposer shall work with the ACDEA Registered Dietitian to develop menus meeting all required federal and state specifications.
- 1.7 Proposer shall develop outreach initiatives and strategies to secure resources and provide services to meet the needs of targeted populations. Special effort should be made to target those with the greatest economic and social needs, limited English proficiency individuals, with particular attention to low-income minority and/or frail and disabled individuals, persons isolated in the community to enhance socialization and recreation and those residing in rural areas.
- 1.8 Proposer(s) shall offer to provide an all-inclusive program that meets all the requirements of the Albany County Congregate Meal Program as a single vendor or Proposer(s) may use sub-Proposers to meet all the requirements of the program. Sub-Proposers are subject to all requirements of the RFP and shall be approved by the County.
- 1.9 It is understood that any proposal submitted by a single "Lead" Proposer shall be required to thoroughly coordinate all aspects of administration, supervision and reporting, as "Lead" Proposer" and shall be responsible for the overall program performance.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 One (1) copy of the Proposal and other required documents must be submitted, sealed in an opaque envelope **clearly marked with the name and number of the Proposal** and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday September 11, 2026**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in

preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Department for Aging.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and/or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with meal preparations.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County,

within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

3.9 To be considered qualified for this proposal (1) of the following criteria shall be met.

- “Lead” Proposer shall have a minimum of three (3) years’ experience in providing professional food services or equivalent.
- Demonstrate knowledge of food operations and familiarity with similar programs involving State and/or County specifications, regulations, criteria and procedures.

3.10 All Albany County Congregate Meal Program staff of the Proposer and any sub-proposers shall be trained in the nutrition program operations under the supervision of a Food Service Manager (Section 2.4) who shall demonstrate a thorough knowledge of: quantity food preparation; service techniques, particularly as they relate to food service for older adults; nutritional needs and food interests of the elderly; a working knowledge of community agencies, facilities and services that shall be utilized to help the older adults and the ability to plan, supervise and direct the work of others. The Food Service Manager shall provide proof of current “Serv-Safe Manager Certification” (or if not currently certified shall obtain certification within 3 months of the notification of award) and shall provide a copy of the Serv-Safe certificate to the County to demonstrate proof of this certification.

3.11 The County requires that the Food Service Manager possess a minimum of three (3) years’ experience, or formal training and experience equivalent to three (3) years’ experience, and has extensive knowledge of materials, methods, and equipment used in preparing food in operation similar to those stated herein.

3.12 The Proposer shall own or have sufficient access to appropriate food service equipment, a kitchen and vehicles as required by the demands of the satellite sites; complete with a current New York State Board of Health inspection clearance, current fire inspection certificate and a current license for food preparation and/or catering. These facilities and vehicles shall be open to County inspection prior to the acceptance of the proposal and throughout the term of the Agreement.

3.13 Each Proposer shall meet the County standard for insurance requirements, (Section 13). The Proposer shall be required to submit a current copy of insurance. If proposals are submitted for a consortium, each member of the consortium shall provide appropriate proof of insurance. The Prime agency submitting the proposal shall provide notification of intent to sub-contract services and/or materials specified in the RFP. This notification shall include specifics of all proposed subcontracting arrangements if applicable. There must be written site agreements between the successful Proposer and all sites serving meals regardless of the financial arrangement for the use of the facility. The written agreement should clearly articulate the responsibilities of each party: agreement on rent/utility

payments; specific areas and square footage; hours open/days closed/and seasonal variations; care and maintenance of the facility (sanitation of restrooms, common areas and kitchen, including range hoods, fans, furnace vents, etc. and snow removal); responsibility for fire inspections, obtaining Health Department permits, insurance coverage for items owned by the project, personnel liability insurance; compliance with all federal, state and local laws; security for site equipment and food, replacement of equipment.

- 3.14 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.
- 3.15 Compliance with the Albany County Affirmative Action Plan shall be required with your proposal (See Attachment "E"). Submit a statement indicating the composition of the workforce at your firm.

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 contract and Standard Assurances (EXHIBIT "A"). The Proposer shall demonstrate knowledge of the Nutrition Program Standards 26-PI-10, Title III-C1 funding for the Congregate Meal program and current U.S. Department of Health and Human Services, USDA regulations (EXHIBIT "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 ACDFA.
- 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 ACDFA meal program.
- Agrees to produce attractive, palatable and satisfying meals with consideration given to participant and volunteer comments and ACDFA 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.

f) Meal components, as listed below shall be included, as part of the meal served:

1. Three to four (3-4) 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. Three (3) servings of vegetable and/or fruit, which shall include:
 - One half (1/2) cup cooked or raw vegetables.
 - One half (1/2) cup fruit or four (4) ounces of 100% juice.
 - One (1) cup large berries, melon or salad greens.
3. Two (2) ounces of whole grain product*

*Refined grains may be included when mixed with a whole grain equivalent. The resulting grain-based item must contain no more than 50% refined grains.

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.
6. One-half (1/2) 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, 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, (EXHIBIT "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 (EXHIBIT "D"). All cycle menus shall be submitted for nutritional analysis and approval at least three (3) 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 Religious and Cultural 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 RD 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. (EXHIBIT "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 or designee 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, (EXHIBIT “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 (EXHIBIT “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” (EXHIBIT “F”)
 - Ensuring compliance with all ACDFA rules and regulations.
- c) Proposer shall furnish the employees and/or volunteers needed for full implementation and operation of the program.
- d) 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 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, (EXHIBIT "G") 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, (EXHIBIT "H").

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, (EXHIBIT "I").
- b) Handling of potentially hazardous foods required by regulations include:
 - Reaching internal temperature of cooked foods according to regulations and maintaining holding temperatures of hot foods at minimum temperature of 140 degrees Fahrenheit.
 - Keeping cold foods at or below 45 degrees Fahrenheit.
 - 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 transport vehicles for regular maintenance and cleanliness, and appropriate functioning equipment for transporting 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. (EXHIBIT “I”).

4.7 Congregate Dining Site Environment:

- a) The Contractor Congregate sites are located in as close proximity to the majority of eligible older individuals’ residences as feasible. All sites must be in an area that is easily accessible to the target population and in compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
- 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 up to 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 always displayed in the food preparation area of the kitchen 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. (EXHIBIT “J”)
- 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) The Proposer shall ensure all potential participants complete an ACDFA Client Registration Form (EXHIBIT “K”) and applicable “Informed Consent” forms (EXHIBIT “H”) and the "Nutritional Risk Screening Form" (EXHIBIT “L”). 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. All Clients aged 60+ receiving congregate meals are expected to be registered. 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.

- b) 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.
- c) 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. Clients shall be referred to other supportive services when applicable (e.g., NY Connects, SNAP, HEAP, Transportation, etc.).
- d) The successful Proposer shall maintain daily sign-in sheets at each congregate meal site. 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.
- e) 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 and volunteers.

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 older adult residents of Albany County, the Proposer shall:

- a) Adhere to the guidelines set forth in 18-PI-17, (EXHIBIT “M”).
 - 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 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 health and safety risk. Failure to comply and take the necessary corrective action shall be grounds for immediate termination of the contract.
- b) 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.
- c) 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.

- d) 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 (EXHIBIT "N") 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) Each congregate meal participant shall be given an opportunity to comment on the meals. The participant aka "client" shall receive the Client Satisfaction Survey, (EXHIBIT "O") 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, (EXHIBIT "P") and sent in with the monthly claim form.
- 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 nutrition and health education utilizing the ACDFA "Nutrition and Health Presentation Survey". To assess the success and impact of Nutrition Education offered to congregate participants each client shall receive the Nutrition Education Survey (EXHIBIT "Q") at a minimum annually. These surveys should be submitted along with the Nutrition Education Report (EXHIBIT "R") 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, (EXHIBIT "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, Successful Proposers shall receive copies of the ACDFA Nutrition Information. The Contractor shall distribute the Nutrition Information to each participant.
 - b) 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 (EXHIBIT "T").
- a) The Proposer shall assist applicants the same way the applicant would be helped 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.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be ***JANUARY 1ST, 2027 TO DECEMBER 31ST, 2027.***
- 5.2 At the end of the initial one-year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a Consultant Professional Services Agreement with the County of Albany. See attached agreement.

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 (EXHIBIT “U”).
- 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.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects (excluding services provided on behalf of ACDFA) including:

- Name of contact person.
- Title of contact person.
- Phone number of contact person.
- Description of the work performed.
- Time period of the project or contract.
- Contract Amount.
- Customer reference (including contact person, e-mail address and current telephone number.)

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service. At a minimum, the proposal shall clearly:

- Illustrate the service area, proposed site(s), targeted population and the number of older adults intended to benefit from the proposed program.
- Provide a timeline indicating how the program shall be fully implemented no later than thirty (30) days from the start of the contract term.
- Briefly describe your food service management system and organization and include information about number of staff responsible for preparation, delivery, and oversight at congregate settings.
- Describe your knowledge and ability to meet nutritional content requirements, food safety practice compliance, etc. including how you will ensure compliance with all federal, state, and local regulations and laws.
- Location and brief description of the facility where meals will be prepared and include information about kitchen capacity and status of equipment (equipment available; age of equipment; plans for replacement.)
- If delivering congregate meals to other sites, briefly describe the proposed food packaging system; specify brand names of materials/products used.
- If applicable, describe the proposed food delivery system, including the number and types of vehicles used, types of equipment used to transport food items, and the time required to make the deliveries.

- Describe the food purchasing system, indicating procurement process used (i.e., competitive sealed bid vs. informal bid). Attach copies of your advertisement for potential contracted food suppliers and include sample agreements with food suppliers, if available.
- Briefly describe the menu planning process and who will be responsible for planning the menus. Note that meals provided through these programs require a complete nutritional analysis performed by the ACDFR Registered Dietician.
- Briefly describe the food handling system in place for procurement, food storage, food preparation and food delivery and procedure for handling emergencies.
- Describe how you will implement and comply with the client eligibility, registration, confidentiality and reporting processes.
- Briefly describe how you will implement and ensure the contribution policies and practices are followed.
- Describe how you will meet the ACDFR policies and procedures and what policies and procedures are in existence and will further be developed.
- Describe your quality management processes to:
 - Reduce risk, identify weaknesses, and improve all aspects of service delivery.
 - Addresses problems in a timely manner.
 - Engage and utilizes participant/client feedback.
 - Engage multiple stakeholders in the quality improvement process, including employees, management, clients, providers, etc.
- Describe contingency plan to address:
 - Food and supply shortages
 - Food safety concerns (e.g. contamination, failed temperature controls, food recalls)
 - Staffing shortages
 - Equipment and vehicle failures
 - Environmental emergencies (e.g. weather, power outages, etc.)
- Describe how you will ensure nutrition education will be offered and who will be responsible for coordinating and tracking nutritional education components at each site.
- Describe capacity for and use of technology, both in agency administration and delivery services. Include your ability to enter client data and retrieve necessary reports from a designated state data collection system. Include who will be responsible for data validation, data entry, and reporting.
- Describe how you will publicize your programs and attract older adults including how you will reach targeted populations, for your congregate meal program and who will be responsible. Provide samples of program brochures, flyers, newspaper advertisements, etc.

that you have used previously. Include the methods used to get this information out to the community.

- The Proposer shall adhere to the scheduled number of meals per month. Any changes in the schedule shall be approved by ACDFA.
- Provide any other information that you feel shall distinguish your agency's approach to the delivery of services under the Congregate Meals Program.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Department for Aging. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Full demonstrated comprehension of 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 and proper serving quantity; Demonstrated outreach plan to reach targeted population.	40%
Prior experience and/or the equivalent training with food production and service projects.	20%
Professional qualifications, staffing, equipment and demonstrated capabilities.	20%
Total proposed price.	20%

8.3 Proposals will be examined and evaluated by the Albany County Department for Aging with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: COMPENSATION

9.1 The successful proposer is to provide a fair, competitive total cost figure for meals provided. All costs shall be tax exempt, and inclusive of all costs to provide the service. This is a demand driven program. For contract purposes, the number of meals will be estimated. Reimbursement will be on a per meal basis and not capped at a certain number of meals. There is no limit on the number of meals that can be provided.

9.2 If the County decides to renew an Agreement, a price adjustment may be made. Any adjustment shall be determined through negotiations, but shall not exceed the twelve (12) month percent change as stated in the September, CPI Consumer Price Index (CPI-U) 1982- 84=100 – not seasonally adjusted Northeast Urban: all items) as published in October by the U.S. Department of Labor, Bureau of Labor Statistics at www.bls.gov. This index cost adjustment shall be added to, or deducted from the “price per meal” for congregate meals and thus affect the total price per meal that shall be charged for the following year of the Agreement. No later than the last day of October during each contract term year. The rate adjustment shall be finalized between the County and the Proposer. At no time shall the adjustment exceed four percent (4%) of the prior year's total amount. Price adjustments shall be initiated no sooner than deliveries starting January 1 of the following contract year.

9.3 Payment for goods and services pursuant to the proposal shall be made after receipt of proper documentation, described within this RFP.

9.4 Estimated USDA subsidy will be included in the reimbursement for eligible meals provided and billed to the ACDFA. Only eligible meals will receive the USDA funds based on the Proposer's reporting on meals served.

9.5 The ACDFA reserves the right to deduct the full cost of the meal if during a monitoring visit the meal is found to be:

- Missing or inadequate meal portions as per specifications.
- Non-compliance with food safety codes.
- Substitution without prior approval from the ACDFA dietitian.
- Noncompliant with Menu policy and Meal Preparation standards described herein.

SECTION 10: ALTERNATIVES

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

- 11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

- 12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 820**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job-related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
 - (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- 15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall commence under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information

Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to

comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: NOT IN USE

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal-oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request for Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax-exempt status.

22.6 The sole responsibility regarding performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON-APPROPRIATIONS CLAUSE

24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons, therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: LIMITATIONS ON EXECUTIVE COMPENSATION AND ADMINISTRATIVE EXPENSES FOR COVERED PROVIDERS

26.1 Contractor (deemed a covered provider as defined at 9 NYCRR Section 6157.2 if it meets certain criteria) hereby warrants, for itself and its subcontractors, that it is familiar with and in compliance with NYS Executive Order No. 38 (<http://executiveorder38.ny.gov>) and its accompanying regulations promulgated by NYS Division of Criminal Justice Services under 9 NYCRR Part 6157 (Limits on Administrative Expenses and Executive Compensation) concerning the prevention of public funds from being diverted to excessive compensation and unnecessary administrative costs for providers of program services, as it may be applicable, if at all, to the scope of services covered under this Agreement.

SECTION 27: STORMWATER MANAGEMENT PROGRAM

27.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001) and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-25-001) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 28: NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Congregate Meal Program for Albany County Senior Citizens
RFP Number: 2026-132

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____
- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Congregate Meal Program for Albany County Senior Citizens
RFP Number: 2026-132

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☐ No
b)	been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?	☐ Yes ☐ No
c)	been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☐ No
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES H HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ Yes ☐ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability. b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability. c) Property Tax Indicate the years the vendor failed to file.	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES I WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ Yes ☐ No
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

1 “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

ALBANY COUNTY - CONSULTANT PROFESSIONAL SERVICES AGREEMENT

Contract No. \${contract.contract_no}.contract.contract_no}

THIS AGREEMENT (this "Agreement") is made by and between COUNTY OF ALBANY, a municipal corporation by and of the State of New York, with a principal office located at the Harold L. Joyce Albany County Office Building, 112 State Street Albany, NY 12207 (the "County"), and \${Vendor in Caps}.contract.vendor.legal_name.upcase, having an address at \${Vendor Full Address}.contract.vendor.full_address (the "Consultant"). The County and Consultant may at times herein be referred to individually as a "party" or collectively as the "parties."

WHEREAS, the County requires performance of professional services in connection with \${contract.synopsis_of_program}.contract.synopsis_of_program; and

WHEREAS, the Consultant agrees to provide such professional services and/or goods for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereinafter made, as well as other good and valuable consideration, the County and Consultant mutually agree and obligate themselves as follows:

ARTICLE 1. SCOPE OF WORK

Consultant agrees to perform the professional services and/or provide goods (the "Work") identified in Schedule A, which is attached hereto and made a part of this Agreement. Notwithstanding anything to the contrary, if any of the terms and provisions of this Agreement conflict with or differ from any of the terms and provisions of Schedule A, the terms and provisions of this Agreement shall control. Consultant agrees to perform/provide the Work in accordance with the terms and conditions of this Agreement. It is specifically agreed to by Consultant that the County will not compensate Consultant for any Work not within the scope of this Agreement, without proper prior written approval and amendment authorization.

ARTICLE 2. TERM OF AGREEMENT

Consultant agrees to perform the Work beginning \${Start Date Long}.contract.start_date.strftime("%B %e, %Y") and ending \${End Date Long}.contract.end_date.strftime("%B %e, %Y").

ARTICLE 3. COMPENSATION

For satisfactory performance of the Work, or as such Work may be modified by mutual written agreement, the County agrees to compensate Consultant, and Consultant agrees to accept, an amount not to exceed \${contract.contract_ceiling}.contract.contract_ceiling. The parties agree that this dollar amount includes all expenses incurred providing the Work and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance. The Consultant shall submit to the County an Albany County Claim form, for Work provided during the prior month, or as otherwise set forth in Schedule A, and prepared in such form and supported by such documentation as the County may reasonably require.

The County will audit and pay the proper amounts due Consultant within sixty (60) days after receipt by the County of said claim form, and, if objectionable, will notify Consultant in writing of the County's reasons for objecting to all or any portion of the claim form submitted by Consultant. Costs in excess of this Agreement's not-to-exceed amount if any, may not be incurred without prior written approval and amendment authorization by the proper County authority.

ARTICLE 4. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence, and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted. The County shall have no other liability under this Agreement to Consultant or to anyone else.

ARTICLE 5. PROCUREMENT OF AGREEMENT

Consultant represents and warrants that no person or agency has been employed or retained by Consultant to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Consultant further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Consultant makes such representations and warranties to induce the County to enter into this Agreement and the County relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

Consultant represents and warrants that neither it nor any of its directors, officers, members, partners, or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Work herein provided. Consultant further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the County,

nor any person whose salary is payable, in whole or in part, by the County, or any corporation, partnership, limited liability company or association in which such official, officer or employee is, directly or indirectly interested, shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person (1) if required by the Albany County Ethics Law as amended from time to time, to submit a Disclosure Form to the Albany County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement, or (2) if not required to complete and submit such a Disclosure Form said person must either voluntarily complete and submit said Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Albany County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the County for such falsity or breach, nor shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment to or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

Consultant and each person signing on behalf of Consultant represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

- A. The prices in this Agreement have been arrived at independently by Consultant without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- B. Unless otherwise required by law the prices which have been quoted in this Agreement and on the proposal or quote submitted by Consultant have not been knowingly disclosed by Consultant prior to the communication of such quote to the County or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- C. No attempt has been made or will be made by Consultant to induce any other person, partnership, corporation, or entity to submit or not to submit a bid, proposal or quote for the purpose of restricting competition.

The fact that Consultant (i) has published price lists, rates, or tariffs covering items being procured (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid, proposed or quoted, does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In providing the Work and incurring expenses under this Agreement, Consultant shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the County. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the Work and shall have complete charge and responsibility for Consultant's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, Consultant covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the County, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee New York State Retirement System membership or credit. Further, Consultant, by virtue of his/her independent contractor status, shall under no circumstance constitute an employee of the County for purposes of the Affordable Care Act, shall not be entitled to any subsidy or credit in connection with this Agreement, and agrees if the County were to be assessed a penalty related to this Agreement that Consultant will defend and indemnify the County for any said penalty or related penalty.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

Pursuant to General Municipal Law §109, Consultant shall not assign any of its rights, interests or obligations under this Agreement, or subcontract any of the Work to be performed by it under this Agreement, without the prior express written consent of the County. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any Work provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the County shall be subject to all of the terms and conditions of this Agreement. All Work performed by a subcontractor shall be deemed to be work performed by the Consultant and the Consultant shall be fully liable directly to the County for any losses, damages, claims, attorneys' fees and costs arising from the activities of its subcontractor(s).

Failure of Consultant to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the County and if so terminated, the County shall thereupon be relieved and discharged from any further liability and obligation to Consultant, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the County except so much thereof as may be necessary to pay Consultant's employees for Work completed.

The provisions of this Article shall not hinder, prevent, or affect any assignment by Consultant for the benefit of its creditors made pursuant to the Laws of the State of New York.

This Agreement may be assigned by the County to any corporation, agency, municipality, or instrumentality having authority to accept

such assignment.

ARTICLE 10. BOOKS AND RECORDS

Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the Work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

All original records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

ARTICLE 11. AUDIT BY THE COUNTY AND OTHERS

All claim forms presented for payment and the books, records, and accounts upon which said claim forms are based are subject to audit by the County. Consultant shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County so that it may evaluate the reasonableness of the charges, and Consultant shall make its records available to the County upon request.

All books, claim forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review, and audit by the County, the State of New York, the federal government, and/or other persons duly authorized by the County. Such audits may include examination and review of the source and application of all funds whether from the County and State, the federal government, private sources or otherwise. Consultant shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

This Article shall remain in effect for a period of six (6) years following expiration or earlier termination.

ARTICLE 12. INSURANCE AND STATUTORY COMPLIANCE

In acceptance of this Agreement, Consultant covenants and certifies that it shall comply, in all respects, with all applicable federal, state and local laws, rules and regulations. This shall include, but not be limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

Pursuant to New York State Finance Law § 139-L, Consultant, by signing this Agreement, further certifies that it: (i) has implemented a written policy addressing sexual harassment prevention in the workplace, and (ii) provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the Labor Law.

Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement **SHALL BE VOID** and of no effect unless Consultant shall secure Workers' Compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

For all of the Work set forth herein and as hereinafter amended, Consultant shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the County who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the County shall be named as primary/non-contributory additionally insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Consultant and not those of the County. Notwithstanding anything to the contrary in this Agreement, Consultant irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 12. The provisions of insurance by Consultant shall not in any way limit Consultant's liability under this Agreement.

INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, Consultant hereby agrees to effectuate the naming of the County of Albany as certificate holder and primary/non-contributory additional insured on the required insurance policy(ies), with the exception of workers' compensation and professional liability. If Consultant is self-insured, evidence of its status as a self-insured entity shall be provided to the Albany County Purchasing Department. If requested, Consultant must describe its financial condition and the self-insured funding mechanism(s).
- II. The policy(ies) naming the County of Albany as certificate holder and primary/non-contributory additional insured shall, without exception:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer or equivalent.
 - Contain a 30-day notice of cancellation.
 - State that the insurer's coverage shall be primary coverage for the County of Albany, its officers, and employees.
 - The County of Albany shall be listed as certificate holder and primary/non-contributory additional insured by using

endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. Consultant agrees to indemnify the County for any applicable deductibles.

IV. Required Insurance (unless otherwise provided in RFB/RFP):

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate. General Aggregate to apply on a per project basis.

Automobile Liability

\$1,000,000 CSL for owned, hired and borrowed and non-owned motor vehicles.

Excess/Umbrella Insurance

\$1,000,000; \$3,000,000; \$5,000,000 each Occurrence and Aggregate (depending on the type and size of the project).

Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees.

Owners/Contractors Protective Insurance (Required for large construction projects.)

\$1,000,000 per occurrence/\$2,000,000 aggregate; Albany County as the named insured.

Bid, Performance and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

• Professional Liability/Malpractice

\$1,000,000 aggregate (If commercially available for your profession) \$1,000,000 per claim

- V. Consultant acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of this Agreement. Consultant is to provide the County with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the County to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the County with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without thirty (30) days prior written notice to the County, directed to the County Attorney and the Department Head, and the County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Consultant.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- Policy retroactive dates coincide with or precede Consultant's start of the performance of the Work (including subsequent policies purchased as renewals or replacements);
- Consultant will maintain similar insurance for at least six (6) years following final acceptance of the Work;
- If the insurance is terminated for any reason, Consultant agrees to purchase an unlimited extended reporting provision to report claims arising from the Work performed for the County; and
- Immediate notice shall be given to the County through the Department Head and the County Attorney of circumstances or incidents that might give rise to future claims with respect to the Work performed under this Agreement.

ARTICLE 13. DEFENSE AND INDEMNIFICATION

Consultant agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Work provided pursuant to this Agreement which the County, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of Consultant, its employees, representatives, subcontractors, assignees, or agents. The duty to defend hereunder shall be triggered immediately upon the County receipt of a notice of claim, service of process or other demand or claim.

In the event that any claim is made or any action is brought against the County arising out of the negligence, fault, act or omission of an employee, representative, subcontractor, assignee or agent of Consultant either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Consultant's negligence, fault, act or omission, then the County shall have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the said claim or action. The rights and remedies of the County provided for in this Article shall not be exclusive and are in addition to any other rights and remedies provide by law or this Agreement.

The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether

occasioned by this Agreement's expiration or earlier termination.

ARTICLE 14. PROTECTION OF COUNTY PROPERTY

Consultant assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by the County, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Consultant, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Consultant as an expert consultant specialist or subcontractor hereunder.

In the event that any such County property is lost or damaged, except for normal wear and tear, then the County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

Consultant agrees to defend, indemnify and hold the County harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such County property described in this Article.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 15. TERMINATION

The County may, by written notice to Consultant effective upon mailing, terminate this Agreement in whole or in part at any time (1) for the County's convenience, (2) upon the failure of Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon Consultant becoming insolvent.

Upon termination of this Agreement, Consultant shall comply with any and all County closeout procedures, including, but not limited to:

- A. Accounting for and refunding to the County within thirty (30) days, any unexpended funds which have been paid to Consultant pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the County of all equipment, appurtenances and property purchased by Consultant through or provided under this Agreement and carrying out any County directive concerning the disposition thereof.

In the event the County terminates this Agreement, in whole or in part, as provided in this Article, the County may procure upon such terms and in such manner as deemed appropriate, Work similar to those so terminated, and Consultant shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the County, any Work procured by the County to complete the Work herein will be charged to Consultant and/or set off against any sums due Consultant.

Notwithstanding any other provisions of this Agreement, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of Consultant's breach of the Agreement or failure to perform in accordance with applicable standards. In the event of a breach by the Consultant, Consultant shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Consultant to satisfactorily complete the Work, together with the County's own costs incurred in procuring a substitute Consultant. The County may withhold payments to Consultant for the purposes of set-off until such time as the exact amount of damages due to the County from Consultant is determined.

The rights and remedies of the County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. GENERAL RELEASE

The acceptance by Consultant or its assignees of the final payment under this Agreement, whether by Consultant's claim form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the County from any and all claims of Consultant arising out of the performance of this Agreement.

ARTICLE 17. SET-OFF RIGHTS

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the County's right to withhold for the purposes of set-off any monies otherwise due to Consultant (i) under this Agreement, (ii) under any other agreement or contract with the County, including any agreement or contract for a term commencing prior to or after the term of this Agreement, or (iii) from the County by operation of law. The County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the County for any reason whatsoever including, without limitation, real property tax delinquencies, hotel/motel tax delinquencies, sales tax delinquencies, fee delinquencies, fines, lawful charges, monetary penalties or interest relative thereto.

ARTICLE 18. NO ARBITRATION; JURISDICTION AND VENUE

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, shall not be submitted to arbitration unless specifically agreed thereto in writing by the County, but shall instead only be heard in the Supreme Court of the State of New York, with venue in Albany County, or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

ARTICLE 19. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. Consultant shall render all Work under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such Work are rendered.

ARTICLE 20. ACCEPTANCE OF SUBSTITUTED SERVICE

Consultant hereby consents and agrees to accept to substituted service of process via first class mail to the above referenced address of any summons, process or pleading pertaining to or arising from litigation concerning this Agreement in lieu of any other methods authorized by the New York Civil Practice Law and Rules. Service of process shall be deemed to be complete upon mailing same. This provision shall survive the termination of this agreement and shall not be construed requiring substituted service, should the County elect to commence litigation by other means provided for by law. The County does not waive personal service herein and will require service of process in conformity with CPLR§311(4).

ARTICLE 21. TAXES

The County is exempt from the payment of sales and compensating use taxes, manufacturer's excise taxes and all other taxes imposed by the State of New York and the Federal Government. Taxes shall not be included in any agreement or bid/proposal price. A Tax- Exempt Certificate will be executed upon Consultant's request.

ARTICLE 22. CURRENT OR FORMER COUNTY EMPLOYEES

Consultant represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other Agreement that said Consultant has or may have with the County without the express written permission of the County. This limitation covers the preceding two (2) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with the County.

For a breach or violation of such representations or warranties, the County shall have the right to annul this Agreement without liability, entitling the County to recover all monies paid hereunder and Consultant shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the County for such falsity or breach, not shall it constitute a waiver of the County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS AND DRUG-FREE WORKPLACE REQUIREMENTS (When Federal Funding Used)

- A. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the hereby Consultant certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Consultant shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Consultant shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- B. **Debarment, Suspension and other Responsibility Matters.** As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. Consultant certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where Consultant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- C. **Drug-Free Workplace (Consultants other than individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. Consultant will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Consultant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. Consultant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance program; and
 - iv. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a)
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)
2. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - a. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, other appropriate agency;
 - b. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).
3. **Drug-Free Workplace (Consultants who are individuals).** As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart for Consultants, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the Agreement, Consultant certifies that he, she, they, it will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Agreement; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Consultant will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of New York Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 25. WAGE AND HOUR PROVISIONS [For Public Work Contracts Only]

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Vendor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplemental Exhibits issued by the State Labor Department. Furthermore, Vendor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, Vendor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for the Work.

ARTICLE 26. CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT

The Consultant hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Consultant has not:

1. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH & NOTIFICATION ACT

Consultant shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

ARTICLE 28. GRATUITIES AND KICKBACKS PROHIBITED

Consultant, for itself, its assignees, and successors in interest agree as follows:

1. Gratuities. It shall be unlawful for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.
2. Kickbacks. It shall be unlawful for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE 29. TITLE VI – REQUIRED LANGUAGE

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: Consultant shall comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Non-discrimination: Consultant, with regard to the Work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Consultant of the subcontractor's obligations under this Agreement, and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: Consultant shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish the information, Consultant shall so certify to the County, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it or the County may determine to be appropriate, including, but not limited to: a. withholding payments to Consultant under the Agreement until Consultant complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: Consultant shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Consultant shall take action with respect to any subcontract or procurement as County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request the County to enter into any litigation to protect the interests of the County. In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C.

§§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE 30. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

ARTICLE 31. MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of Work covered by this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Work, and after amendment approval by the appropriate County authority, the parties mutually agree to an Amendment to this Agreement, which shall specifically set forth the scope of such extra or additional work and the amount of compensation and the extension of the time for performance, if any, for any such work.

ARTICLE 32. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 33. COOPERATION

Consultant shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Consultant to the end that the Work may proceed expeditiously and economically.

ARTICLE 34. NON-INTERRUPTION OF WORK [For Public Work Contracts Only]

A Vendor who is a contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Vendor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 35. EXTRA SERVICES

If the Consultant is of the opinion that any services/goods it has been directed to perform/provide is beyond the scope of this Agreement and constitutes extra services/goods, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such services/goods is in fact beyond the scope of this Agreement and whether or not it constitutes extra services/goods. In the event the County determines such services/goods does constitute extra services/goods, it may provide extra compensation to the Consultant on a negotiated basis pursuant to a properly executed amendment to this Agreement.

ARTICLE 36. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 37. AUTHORITY

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

ARTICLE 38. MISCELLANEOUS PROVISIONS

1. During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.
2. The Consultant shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
3. If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
4. The County shall bear no responsibility other than that set forth in this Agreement.
5. All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.
- to award 3 % of the total dollar value of the contract to a certified SDVOB.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.
- 3% of the total workforce should be veterans.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A Minority Business Enterprise (MBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A Woman Business Enterprise (WBE) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Service-Disabled Veteran-Owned Business (SDVOB)** is a business at least 51% owned, operated, and controlled by one or more U.S. veterans with a service-connected disability rating of 10% or more (or 0%–100% for federal), as defined by the Service-Disabled Veteran-Owned Business Act and federal programs.

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?



EXHIBIT A

DANIEL P. MCCOY COUNTY EXECUTIVE	COUNTY OF ALBANY DEPARTMENT FOR AGING 420 WESTERN AVENUE ALBANY, NY 12203	EMMA L. TEAGUE COMMISSIONER
MICHAEL P. McLAUGHLIN, JR. DEPUTY COUNTY EXECUTIVE	ADMINISTRATION: (518) 447-7198 GENERAL INFORMATION: (518) 447-7177 FAX: (518) 447-7188 WWW.ALBANYCOUNTYNY.GOV	JOSEPH BONARRIGO EXECUTIVE DEPUTY COMMISSIONER

Standard Assurances Applicable to All

Programs and Title III-C

Statutes, Regulations, and Policies: The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. § 3001, *et. seq.*)

2 CFR Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*)

2 CFR Part 376 (*Nonprocurement Debarment and Suspension*)

2 CFR Part 382 (*Requirements for Drug-Free Workplace (Financial Assistance) implementing 2 CFR Part 182*)

45 CFR Part 75 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*)

45 CFR Part 80 (*Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964*)

45 CFR Part 84 (*Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance*)



45 CFR Part 93 (*New Restrictions on Lobbying*, see 91-PI-05 [01/24/91])

45 CFR Part 1321, Subparts A-D (*Grants to State and Community Programs on Aging*) Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. § 621, *et seq.*) Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101, *et seq.*) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].

Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. § 2000d, *et seq.*)

Equal Employment Opportunity Act of 1972, as amended (42 U.S. C. § 2000e, *et seq.*)

Equal Pay Act of 1963, as amended (29 U.S. C. § 206)

Hatch Act (5 U.S.C. § 1501, *et seq.*, *Political Activity of Certain State and Local Employees*)

Home Energy Assistance Act of 1981, as amended (42 U.S.C. § 8621, *et seq.*)

Rehabilitation Act of 1973, Section 504 (29 U.S. C. § 794, *Nondiscrimination under federal grants and programs*)

Single Audit Act Amendments of 1996 (31 U.S. C. § 7501, *et seq.*)

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601, *et seq.*)

Office of Management and Budget (OMB):

OMB Circular A-102 (*Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments*) codified at 2 CFR Part 200

OMB Circular A-133 (*Audits of State and Local Government and Non-Profit Organizations*) codified at 2 CFR Part 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (*Affirmative Action*), as Amended by Executive Order 12086 (*Consolidation of Compliance Functions*), and as Amended by Executive Order 13279 (*Equal Protection for Faith-Based and Community Organizations*) '



Executive Order 13166 (*Improving Access to Services for Persons with Limited English Proficiency*)

HHS Grants Policy Statement (U.S. Department of Health and Human Services)
<https://www.hhs.gov/sites/default/files/grants/grants/policies/regulations/hhsgps107.pdf>

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (*9 NYCRR Parts*

6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (*Human Rights Law*)

Executive Law, Article 7-A (*Solicitation and Collection of Funds for Charitable Purposes*)

All NYSOFA Program Instructions
(<https://aging.ny.gov/issuances-0>)

1. Contract Requirements.

AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in 8 below:

- A. **Targeting.** The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the



Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-PI-08 [07/17/2012]).

- B. **Language Access.** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- C. **Contributions.** The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.
- D. **Client Needs.** The Contractor shall assist participants in taking advantage of benefits under other programs.
- E. **Non-duplication.** The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.
- F. **Reporting.** The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;
- G. **Record Retention and Accessibility.** The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment is made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.
- H. **Confidentiality.** The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws.



- I. **AAA Funding Liability.** Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.
- J. **Conformance with AAA Area Plan.** The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.
- K. **Warranty for Data and Programming.** The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.
- L. **Responsibility.** The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 – Non procurement Debarment and Suspension, concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.
- M. **Subcontracts.** If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

2. Contract Requirements for Title III Programs.

- A. The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served



by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area.

- B. **Responsibility:** The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.
- C. **Due Recognition:** The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoNACL.
- D. **Rights to Materials:** AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.
- E. **Public Information:** The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.
- F. **Limited English Proficiency:** The AAA agrees to comply with 12-PI-08 [7/17/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA shall:
 - 1. Utilize in the delivery of outreach services under Section 306(a)(2)(A) of the OM, the services of workers who are fluent in the language spoken by a predominant number of such older adults who are of limited English proficiency and
 - 2. Designate an individual employed by the AAA, or available to such AAA on a fulltime basis, whose responsibilities will include:



- a) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and
- b) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences.

3. Propriety of Services: With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall:

- A. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;
- B. The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;
- C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 [9/24/02];
- D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
- E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute anything of value to a party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;
- F. Conduct periodic valuations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NYSOFA;
- G. Be an advocate for older adults in its PSA and monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect older



adults; its efforts shall include planning, information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;

- H. Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment of elder abuse and determine the need for such services;
- I. Conduct internal monitoring of directly provided services and monitoring of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-PI-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor such direct provider to assure compliance with applicable laws and standards.

4. Equal Access to Services and Targeting:

- A. AAA agrees to comply with requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it will **not**, based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any program or activity receiving federal financial assistance.
- B. With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall serve any older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence.
- C. AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services so persons with limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166.



D. With regard to language accessibility, AAA agrees that it will:

- 1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons with limited English proficiency.
- 2) At a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice.
- 3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services.
- 4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 [07/17/12].
- 5) Make available vital documents, as defined in 12-PI-08 [07/17/2012] translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E. The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including, but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA). AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the ADA.

5. Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent with NYSOFA policy, for:



- A. providing services to older adults with greatest economic need (i.e., need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers, and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and
 - B. providing services to low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas.
6. **Coordination of Services with other Government Programs:** The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services.
7. **Licensure and Certification:** The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of services, the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.
8. **Educational Opportunities:** The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.
9. **Reporting:** The AAA agrees to comply with the reporting requirements as set forth by NYSOFA.
- A. The AAA agrees to maintain any client information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, or to programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.
 - B. The AAA and its contractors will utilize a Minimum Data Set (MDS) compliant assessment tool for:



- 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and
 - 2) for obtaining data on these older adults for reporting purposes (See: 14-PI-02 [2/4/14])
- C. In conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit.
- D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFA, timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments.
10. **Contributions:** The AAA agrees to comply with all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-PI-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals with self-declared incomes at or above 185 percent of the Federal Poverty Level will be encouraged to contribute at levels based on the actual cost of services.
11. **Funding Availability:** The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.
12. **Terminations:**
- A. Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA.
 - B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with the terms and conditions of this Plan as it pertains to such



program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

- C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:
- 1) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (iv) non responsibility.
 - 2) NYSOFA retains the right to cancel any programs included in this Plan, in whole or in part without reason provided that the AAA is given at least 60 days' notice of its intent to cancel. NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
 - 3) The AAA shall make a full and final accounting of all funds received under all terminated program(s) within sixty (60) days of the termination notice.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the AAA agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without written approval by NYSOFA.
- F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date.
- G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent Federal and State laws.



13. Native American Access to Services: The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable.

Standard Assurances Applicable to all Older Americans Act Funding

14. Title III Funding: In applying for and receiving funding under Title 111-B, Title 111-C, Title 111-D and Title 111-E of the OAA, the AAA understands and agrees that:
 - A. Availability: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved application, provided that the requirements of 88-PI-17 [3/24/88] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds.
 - B. Area Plan Administration: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles 111-B, 111-C-1, 111-C-2, 111-D and 111-E for Area Plan Administration. The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles 111-B, 111-C-1, 111-C-2, 111-D and 111-E.
 - C. Matching Funds: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles 111-B, 111 -C-1, 111-C-2 and Ill-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles 111-B, 111-C-1, 111-C-2 and Ill-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title Ill-E.
 - D. Audit: The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government Auditing Standards" and 2 CFR Part 200 - Subpart F Audit Requirements.
 - E. Directly Provided Services: In accordance with NYSOFA regulations (9 NYCRR §6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service,



or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

- F. **Advisory Council:** The AAA shall establish an Advisory Council consisting of older adults, including minorities, who are participants or eligible to participate in programs under the OAA, representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan. The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.
- G. **Service Coordination:** The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.
- H. **Intergenerational Day Care:** If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families.
- I. **Outreach:** The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:
 - 1) older adults residing in rural areas;
 - 2) older adults with greatest economic need (with particular attention to low-income, low-income minority individuals including Native Americans and older individuals residing in rural areas);
 - 3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older individuals residing in rural areas);
 - 4) older adults with limited English proficiency;
 - 5) older individuals who are frail or with severe disabilities;



- 6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).
- J. **Information and Assistance:** The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to ensure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.
- K. **Services to Native Americans:** If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.
- L. **Grievances:** The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.
- M. **Disabled Individuals:** The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.
- N. **Transportation:** The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.
- O. **Disclosure of Spending:** The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.
- P. **Title VI:** The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title III of the OAA with services provided under Title VI of the OAA
(Grants to Native Americans).
- Q. **Case Management:** The AAA assures that case management services provided under Title III of the OAA and/or State funded programs:



- 1) not duplicate case management services provided through other Federal and State programs;
- 2) be coordinated with services provided through such other Federal and State programs, and
- 3) be provided by:
 - a) a public agency; or
 - b) a nonprofit private agency that:
 - (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
 - (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Standard Assurance Applicable to OAA Title 111-C

(For additional Assurances applicable to Title III-C. see SA #27 & SA #30)

28. Title-111-C Funding for Access and Supportive Services: In applying for and receiving funding under Title 111-C of the OAA, the AAA understands and agrees that Title 111-C expenditures for supportive and access services shall only be funded with Title 111-C contributions and that such expenditures by a Title 111-C provider are limited to the amount of contributions generated by the provider.

Standard Assurances Applicable to Title 111-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title 111-C, see SA #27 & SA #29)

29. In applying for and receiving funding under Title 111-C of the OAA and WIN, the AAA understands and agrees that:



- A. Special Dietary Needs: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds of such participants.
- B. Outreach: It shall be the AAA's responsibility to identify and reach out to currently unserved and underserved individuals who would be eligible for home delivered meals.
- C. Provider Organizations: The AAA; when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which:
- 1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and
 - 2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title 111-C to the organization shall not be used to supplant funds from non-Federal sources.
- D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.
- E. Allowable Services: The AAA may only apply for and use Title 111-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title 111-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title 111-C-1 only), Assisted Transportation (Title 111-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.



EXHIBIT B

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COUNTY EXECUTIVE

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DEPARTMENT FOR AGING
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NUTRITIONAL PROGRAM STANDARDS 2026

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I. PROGRAM MANAGEMENT

A. General Policy

1. The AAA, and all nutrition service providers, shall adhere to the standards defined in this PI and comply with applicable local, state, and federal laws, regulations, and issuances.
2. The AAA must assess the level of need for nutrition services in the planning and service area (PSA).
3. The AAA, and all nutrition providers, shall ensure services are delivered in compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
4. The AAA must notify NYSOFA of any significant changes to the Nutrition Program prior to implementing these changes.
5. The AAA shall ensure that meal site information, including status, is complete, accurate, and documented in NYSOFA's meal site database.
6. The AAA and all nutrition providers shall have written policies and procedures covering all aspects of the Nutrition Program (if applicable). This includes but is not limited to:
 - a. An organizational chart
 - b. Personnel policies
 - c. Job descriptions specifying staff functions, qualifications, professional experience, and relevant training
 - d. Orientation and training
 - e. Program monitoring
 - f. Record keeping
 - g. Reporting
 - h. Service delivery:
 - i. Home delivered meal services
 - ii. Congregate meal services
 - iii. Portable meal service, if applicable
 - iv. Restaurant dining meal service, if applicable
 - i. Participant eligibility
 - j. Assessments
 - k. Targeting
 - l. Contributions, including SNAP contributions, if applicable
 - m. Provision of meals:
 - i. For staff under 60 at guest rate

- ii. Third party meals
- n. Evaluative methods to determine effectiveness and satisfaction with services:
 - i. Home delivered meal services
 - ii. Congregate meal services
 - iii. Nutrition education
 - iv. Nutrition counseling
- o. Special/therapeutic diets, if applicable
- p. Provision of nutrition screening, nutrition education and nutrition counseling
- q. Food service management, sanitation and delivery
- r. Food and equipment security
- s. Congregate meal food take home policy
- t. Safety, including preventive and emergency procedures (fire, weather, participant illness and injury)
- u. Processes when contact cannot be made with a home delivered meal participant at the time of meal delivery or wellness check

B. Monitoring

1. The AM shall ensure written policies and procedures are in place for monitoring all contracted and directly provided nutrition services.
 - a. Monitoring and technical assistance activities must be documented.
 - b. Monitoring must be conducted in accordance with NYSOFA's requirements and include a review of nutrition program specific requirements.

C. Contributions

The AM shall ensure that nutrition providers have contribution policies and procedures in place consistent with NYSOFA's Program Income Policy.

D. Insurance

1. The MA shall ensure that nutrition providers maintain appropriate insurance coverage, as applicable, including but not limited to:
 - a. Facility insurance
 - b. Vehicle insurance
 - c. Workers' compensation
 - d. Unemployment
 - e. Products liability
 - f. Personal liability, including volunteers

- g. Bonding/Commercial Insurance Policy covering losses from employee theft

E. Meal Site Agreement

1. The AAA shall ensure that written site agreements are in place between the provider and all sites serving meals, including restaurant dining sites. When applicable, agreements must address:
 - a. Utility/rent payments
 - b. Specific areas and square footage
 - c. Hours and days of operation and seasonal variations
 - d. Care and maintenance of the facility and equipment and responsibilities, consistent with local and state regulations
 - e. Responsibility for fire inspections
 - f. Obtaining Health Department permits
 - g. Insurance coverage for items owned by the provider
 - h. Personal liability insurance
 - i. Compliance with all federal, state and local laws
 - j. Security for site equipment and food
 - k. Responsibility for replacement of equipment
 - l. Certificates of Occupancy

F. Contracts with Service Providers

1. The AAA shall ensure that all contracts comply with local, state, and federal standards and reference the State Sanitary Code, NYSOFA's Standard Assurances and the Program Standards outlined in this Pl.
2. The AAA shall ensure that contracts delineate the following if applicable:
 - a. Service locations
 - b. Type of services and units of service to be provided
 - c. Proposed service costs
 - d. Client eligibility and targeted populations to be served
 - e. The respective authorities and responsibilities of the AAA and the contractor (e.g., maintenance of facility, cancellation clause, hiring staff)
 - f. Reporting requirements
 - g. Program monitoring and assessments
 - h. Contribution policies and procedures
 - i. Insurance, licensing requirements
 - j. Staff qualifications and requirements
 - k. Meal service requirements
 - l. Other applicable policies and procedures
 - m. All applicable items in section E above.

3. The AAA shall ensure that all contracts allow for the monitoring and assessment of the contractor by the AAA, local, state, and federal officials.

G. Staffing Requirements

1. AAAs are encouraged to give preference to individuals age 60 and over in the hiring for all staff positions, as long as individuals are equally qualified.
2. The AAA shall have a full-time staff person responsible for directing all Nutrition Program activities and the planning, preparation, and delivery of nutritious meals and supportive services; nutrition oversight and operations; and supervision of contractors providing food and other nutrition services.
3. The AAA shall have a Registered Dietitian (RD), Certified Nutrition Specialist (CNS), or Certified Dietitian Nutritionist (CON), on the staff of, or under contract as a consultant for the AAA, for at least 16 hours per week, unless fewer hours are approved by NYSOFA.

- a. Job responsibilities may include but are not limited to: monitoring meal preparation sites, congregate sites, restaurant dining sites, portable meal distribution sites, and home delivered meal delivery, menu planning and certification, development of nutrition education programs, providing nutrition counseling, diet prescription reviews, participation in case management and participant team reviews, providing technical assistance and training, and administrative activities.

- i. A Registered Dietetic Technician (DTR} may fulfill the above-mentioned job responsibilities except for nutrition counseling and development of nutrition education.

A dietitian, on staff or under contract as a consultant for a nutrition provider subcontracting with the AAA, may fulfill the responsibilities of menu planning and certification, development of nutrition education programs, providing nutrition counseling, diet prescription reviews, participation in case management, and participant team reviews. The hours of the dietitian will count toward the fulfillment of the minimum hours required but may not result in fulfilling all dietitian responsibilities of the AAA (e.g., a dietitian employed by a nutrition provider cannot fulfill the responsibility of the AAA to monitor that contractor).

- b. Paid, volunteer, and in-kind consulting dietitians must have a written agreement specifying hours of consultation and responsibilities.

4. The AAA shall ensure that each nutrition provider has a sufficient number of staff who are properly trained and oriented to meet nutrition service needs.
5. The AAA shall ensure that each nutrition provider has a designated individual responsible for the operation of each site, including kitchen, congregate sites, restaurant dining sites, home delivered meal distribution sites, and portable meal distribution sites, when applicable.
6. The AAA shall ensure that all staff and volunteers involved in meal preparation, service, and delivery (directly provided and contracted), receive orientation and quarterly continuing education training.
 - a. Continuing education training agendas and attendance must be documented by the AAA and made available to NYSOFA upon request. Required topics include procedures in the event of an emergency (e.g., safety training, fire safety, medical issues, weather related concerns) and food safety and sanitation.

H. Record Retention

1. The AAA shall ensure that each nutrition provider keep the following records for a minimum of one year from the end date of the program period:
 - a. Food temperature logs
 - b. Site, kitchen, and route monitoring reports
 - c. Health Department inspection reports
 - d. Nutrition education programs, and surveys
 - e. Menus as served and nutrient analysis
 - f. Food cost, inventory records and production sheets
 - g. Participant surveys and evaluations
 - h. Physician diet orders
 - i. Participant, staff and volunteer meal service records e.g., sign-in sheets
2. Each nutrition service provider will keep the following records for a minimum of six years after the ending date of the program period:
 - a. Contribution collection and deposit records
 - b. Income and expense records
 - c. Contract, budget, and payroll/timesheet documents
 - d. AAA monitoring reports of directly provided and contracted nutrition services
 - e. Documentation of individual nutrition counseling and follow up activities
 - f. The number and cost of home delivered and congregate meals served

II. PARTICIPANT ELIGIBILITY

A. Eligibility for Congregate Meal Services (includes dine-in congregate meals, portable congregate meals and/or restaurant dining meals).

1. Individuals age 60 and older and their spouse are eligible to participate in congregate meal services.
2. Individuals with disabilities under the age of 60 who reside in housing facilities primarily occupied by older individuals at which congregate meal services are provided may also be served on the same basis as meals are provided to eligible participants.
3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible older individual may be offered congregate nutrition services on the same basis as meals are provided to eligible participants; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.

B. Portable Congregate Meal Services

1. If included as part of an approved Four-Year Plan or Annual Update and to complement the congregate meals program, portable meals, including shelf-stable, pick-up, carry-out, drive-through, or similar meals, may be provided under Older Americans Act Title III, part C-1.
2. Portable Meals shall not exceed 25 percent of the funds expended by the area agency under Title III, part C-1, to be calculated based on the amount of Title III, part C-1 funds available after all transfers between I11-C-1 and 11I-C-2 funding are completed.
3. Portable meals may be provided to complement the congregate meal program:
 - a. during disaster or emergency situations affecting the provision of nutrition services;
 - b. to older individuals who have an occasional need for such meal; and/or
 - c. to older individuals who have a regular need for such meal, based on an individualized assessment, when targeting services to those in greatest economic need and greatest social need.

C. Eligibility for Home Delivered Nutrition Services

1. Individuals age 60 and older are eligible to receive home delivered meals, in the form of meals delivered to the person's home, provided the individual:
 - a. is incapacitated due to accident, illness, or frailty;
 - b. lacks the support of family, friends, or neighbors; and
 - c. is unable to prepare meals due to a lack of or inadequacy of facilities, an inability to shop, cook, or prepare meals safely, or a lack of appropriate knowledge or skill.
2. The spouse of an eligible meal participant, regardless of age or condition, may receive home delivered meals (including portable home delivered meals) if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant.
3. In accordance with procedures established by the AAA:
 - a. individuals with disabilities under the age of 60 who reside at home with an eligible participant may receive home delivered meals (including portable home delivered meals) if, according to criteria established by the AAA, receipt of such meals is in the best interest of the eligible participant; and
 - b. individuals under the age of 60 who provide volunteer services to the meal program during meal hours may be offered a meal on the same basis as meals are provided to eligible participants.
4. Individuals age 60 and older are eligible to receive home delivered meals in the form of portable home delivered meals.
5. Home delivered meal providers may encourage meal participants to attend congregate meal sites and other health and wellness activities, as feasible, based on a person-centered approach and local service availability.

III. PARTICIPANT ASSESSMENTS

1. The AAA shall ensure that each person referred for or requesting home delivered meals, in the form of meals delivered to the person's home, is assessed to determine the need for such services as follows:
 - a. A comprehensive client assessment consistent with NYSOFA's

requirements must be completed prior to initiating the meal service.

- i. In individual cases of emergent need for meals to be initiated before an assessment is conducted (i.e. hospital discharge referral), the assessment must be conducted within ten business days of initiating service unless impracticable.
 1. When an assessment cannot be completed prior to initiating the meal service, the AAA must collect the following intake information to be kept on file: client's name, address, phone, emergency contact, physician's name, major chronic conditions, date of birth, diet and dietary restrictions, and description of emergent nature of need.
- b. Client assessments must be conducted by a person who has the same qualifications as staff who perform assessments for other community-based long-term care services.
- c. Client reassessments must be completed and documented every 12 months.
- d. A documented contact with case managed clients must occur every 2 months and every 6 months for non-case managed clients.
- e. Appropriate referrals, with the consent of the participant or their representative, must be made when other needs are identified through the assessment or registration process (e.g. nutrition counseling, transportation, personal care).
- f. Assessment of clients referred for, or requesting home delivered meals in the form of portable home delivered meals is at the discretion of the AAA. If an assessment is not completed for a portable home delivered meals recipient, the AAA must follow NYSOFA's congregate meal registration requirements.

IV. CONGREGATE MEAL SERVICE DELIVERY AND ACCESSIBILITY

1. The AAA shall ensure that all congregate meal programs (dine-in, restaurant, and portable congregate meal programs):
 1. Are easily accessible and ADA compliant to ensure maximum accessibility for older adults in greatest economic and social need with particular attention given to target populations, including low-income minorities.

2. Provide, as a whole, at least one hot or other appropriate dine-in congregate meal per day, five or more days a week (except in a rural area where such frequency is not feasible and a lesser frequency is approved by NYSOFA) and any additional meals that the AAA may elect to offer.
3. Provide meals in congregate settings, including adult day care facilities and multigenerational meal sites, and may include restaurant dining sites and portable congregate meal distribution sites.
4. Provide participants with the option to eat a meal on-site, in the company of others, and allow socialization and interaction with others.
 - a. Dine-in congregate meal sites must be open at least one hour before meals are served and remain open for at least one hour after the meal.
 - b. Restaurant dining and portable congregate meal sites must be open for a minimum of two hours. The timeframe for pick up meals at a portable congregate meal site may be less than 2 hours.
5. To the maximum extent possible, have space available at the site for supportive services (to protect the privacy of individual participants), educational services, and/or recreational services and activities.
6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
7. Are open to the public. Sites may not set requirements for individuals to gain access (e.g., membership, pay an entrance fee, be a resident, participation in another program or service).
8. Have the same registration requirements for all participants, regardless of their basis for eligibility (e.g., spouse of participant, disability status) and comply with NYSOFA's requirements.
 - a. NYSOFA's registration form or an alternative form containing the same elements as NYSOFA's form must be used to register Congregate meal participants. The AAA shall determine the frequency at which registration forms are updated, including nutrition risk information.
9. Monitor participants for the possible need for home delivered meals instead of congregate meals and make referrals as necessary.
10. Alert the AAA to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal site, or household.

V. HOME DELIVERED MEAL SERVICE DELIVERY AND ACCESSIBILITY

1. The AAA shall ensure that all home delivered meal programs (meals delivered to the home and portable meals):
 - a. Provide maximum accessibility to older adults in greatest social or economic need with particular attention to low-income minority individuals.
 - b. Provides at least one home delivered meal, in the form of meals delivered to the person's home, per day, five or more days a week in the PSA. Exceptions may only be made in a rural area where such frequency is not feasible, and a lesser frequency is approved by **NYSOFA**.
 - i. Meals may be hot, cold, frozen, dried, canned, or fresh foods and, as appropriate, supplemental foods.
 - c. Conduct in-person wellness checks when delivering meals to the participant's home.
 - i. When meals are delivered less than 5 days per week, because the participant receives meals for multiple days per delivery, the participant must be offered remote wellness checks on the days for which they are provided a meal, but do not receive a delivery.
 - ii. If utilizing a home delivered meal service that does not provide in-person wellness checks with each delivery (e.g., meals delivered by shipping carrier), a plan must be in place for a combination of remote and in-person wellness checks to be provided to each participant.
 - iii. The AAA will have policies and procedures for when the delivery driver or individual conducting the wellness check is not able to contact the participant.
 - d. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of meal participants.
 - e. To the extent possible, make available medical information approved by health care professionals, such as informational brochures and information on how to get vaccines, including vaccines for influenza, pneumonia, and shingles, in the individuals' communities.

- f. Alert the area agency to conditions or circumstances which may endanger the participant, other participants, workers, volunteers, meal sites or household.
- g. Ensure that meals are not left at a residence unless the participant or other designated individual is available to receive the meal unless there is a plan in place for the participant to receive multiple days of cold or frozen meals via shipping carrier in insulated containers.
- h. Temperatures of potentially hazardous foods must meet state and local food safety and sanitation requirements at the time of receipt by the participant.

VI. PROVISION OF MEALS TO GUESTS AND STAFF UNDER 60

- 1. The AAA shall ensure that:
 - a. Eligible participants are given priority for meals before all guests and staff under 60 receive a meal.
 - b. Meal charges for guests and staff under 60 are based on actual food costs, disposables cost, or caterers' charge per meal.
 - c. There are written policies for the provision of meals to staff under 60 at the guest rate.

VII. THIRD PARTY REIMBURSEMENT

- 1. The AAA shall seek appropriate reimbursement from third-party payers (public and private) when a participant's nutrition services are, or may be, covered by another funding source.
 - a. The AAA shall ensure written agreements are in place for the reimbursement of meals by community-based residential care facilities, community-based service providers, and other public or private third-party payers.
- 2. Nutrition providers contracted with the AAA shall seek appropriate reimbursement from third-party payers (public and private) to pay for nutrition services when a participant's nutrition services are, or may be, covered by another funding source (e.g., community-based residential care facilities, community-based service providers, other public or private third-party payers).
 - a. Nutrition providers shall have written agreements in place for the reimbursement of meals (based on actual costs per meal) and participation of covered individuals.

VII. MEAL SERVICE

1. The AAA shall ensure that:

- a. Food quality is maintained at all stages of food preparation, delivery and service. Potentially hazardous foods must meet state and local food safety and sanitation requirement for hot and cold holding.
- b. Foods are portioned for service as indicated on approved menus.
- c. Nutrition providers accommodate the needs of individuals with disabilities or limited mobility and have appropriate food containers, utensils, and other assistive devices available for use upon request (e.g., weighted utensils, angled straws, nonslip mats, etc.)
- d. When feasible and appropriate, arrangements are made for the availability of meals to participants in emergencies.
- e. There are written policies and procedures in place for:
 - i. the provision of food and/or meals in emergencies or disasters.
 - ii. the cancellation of meals.
 - iii. notification of service delays or closings.
 - iv. restrictions concerning the drop-off of home delivered meal(s).
 - v. the allowance of or prohibition against participants taking part or all their meal home for later consumption regarding food safety issues and participant responsibility.
 - 1. When practical, participants shall be allowed to take food home and are given instructions on safe food handling and reheating.
- f. Clients receiving home delivered meals, portable home delivered meals, portable congregate meals, or choosing to take all or part of their meal out of a dine-in congregate meal site are instructed on the use and safe handling of the meal.
- g. Clients receiving home delivered meals are instructed on the requirements of receiving a meal.

2. The AAA shall evaluate participant satisfaction with the program at least annually.

VIII.MENU AND NUTRIENT REQUIREMENTS

A. Menu Planning

1. The AAA shall ensure that:

- a. Participant comments on meals are solicited at a least annually.
- b. Participant comments on meals are considered when planning menus.
- c. Menus are planned based on a minimum of a four-week cycle.
- d. Menus follow the recommendations of the current Dietary Guidelines for Americans.
- e. Menu items are evaluated to ensure their suitability to program operations.
- f. Menus are prominently displayed at each site and food preparation area. When necessary, menus are displayed in languages other than English.

B. Nutrient Content

1. The AAA shall ensure that:

- a. Menus follow the recommendations of the current Dietary Guidelines for Americans and are certified, signed, and dated by a dietitian and provide:
 - i. A minimum of 33 1/3 percent of the dietary reference intakes (DRIs) if 1 meal is provided per day.
 - ii. A minimum of 66 2/3 percent of the DRIs if two meals are provided per day.
 - iii. 100 percent of the DRIs if 3 meals are provided per day.
- b. A nutrient analysis or meal pattern documentation is available for all meals provided.
 - i. If nutrient analysis software is not used, documentation of compliance with the daily meal pattern is available for all meals provided.
 - ii. The AAA may use Attachment A of this PI or other locally developed form that includes all of the elements in Attachment A.
 - iii. The AAA may use provided meal patterns or nutrient analysis. Attachment B Meal Pattern Notes is provided for additional information.

- c. Any deviation from the planned menu is noted and approved by a dietitian.
- d. Vitamin and mineral supplements are not purchased with program funds.
- e. Nutrition supplements (canned formulas, powdered mixes, food bars, etc.) are made available to participants based on documented, assessed need as determined by a dietitian. These products cannot replace conventional meals unless a physical disability or medical condition warrants their sole use.

C. Therapeutic/Religious/Cultural Diets

- 1. The AAA shall ensure that:
 - a. To the maximum extent practicable, nutrition providers provide meals that are adjusted to meet any specific or unique dietary needs of program participants.
 - i. Nutrition providers have flexibility in designing meals that are appealing to program participants and consider health and religious requirements, and/or the cultural meal preferences of eligible individuals.
 - b. Nutrition providers consider the following in determining whether specific or unique menus are feasible and appropriate:
 - i. whether there are sufficient people needing the specific or unique menus to make their preparation practical; and
 - ii. whether the foods and skills necessary to provide specific or unique menus are available.
 - c. Participants and their physicians are aware of the type of menu modifications that are available.
 - d. Participants receive a therapeutic diet only if prescribed by a physician.
 - i. These prescriptions are kept on file and are updated annually.

IX. FOOD SERVICE OPERATIONS

- 1. The AAA shall ensure that:

- a. Facilities used for meal preparation and/or service delivery meet applicable federal and state requirements, state and local food safety and sanitation requirements, including building, fire, and safety regulations.
- b. Food costs using NYSOFA administered funding are accurately determined and calculated on a quarterly basis.
- c. Procedures are in place to forecast the number of meals to be prepared and/or served daily (e.g., reservation system).
- d. Standardized recipes are used for food production.
- e. Food items on production sheets and on-site menus are clearly identified and portion sizes are indicated as needed.
- f. Portion control is maintained during food preparation and service to be consistent with dietitian certified menu requirements.

X. FIRE, BUILDING AND HEALTH CODE COMPLIANCE AND SAFETY PROCEDURES

A. Facility Compliance and Safety Procedures

1. The AAA shall ensure that:

- a. NYSOFA has been notified of any commercial caterer, restaurant, hospital, nursing home, school and/or "Meals on Wheels" providing meals under an agreement with a NYSOFA administered program.
- b. Any changes in the status of the operation of meal sites, kitchens or caterers and restaurant dining sites are accurately reflected in NYSOFA's meal site database.
- c. All sites and food preparation facilities (contracted and directly operated) are inspected annually by the local Department of Health.
 - i. Inspection reports and follow-up documentation regarding compliance issues are kept on file with the AAA.
- d. All facilities are in compliance with the NY State Sanitary Code and display operation permits.
- e. All facilities have written confirmation of, or permit posted of compliance with fire department or building department regulations.
 - i. Exits are clearly identified, well-lit and free of obstacles/clutter.

- ii. Fire extinguishers are strategically placed and inspected annually.
- iii. Evacuation plans are posted.

2. Fire drills are conducted annually at all congregate sites and documented.

B. Compliance with Food Service Practices

1. The AAA shall ensure that:

a. Food service practices comply with all applicable local, state, and federal codes and regulations.

b. All food used for the Nutrition Program meets the standards of quality, sanitation, and safety that apply to food sold commercially.

c. Time and temperatures of potentially hazardous foods that must meet state and local food safety and sanitation requirements shall be taken and recorded as follows:

i. Final cooking temperatures.

ii. Bulk food temperatures must be taken prior to delivery, at delivery and at serving time.

d. Monitoring of potentially hazardous foods is conducted according to the instructions below:

i. Test meals are utilized to determine if all food components are within acceptable food safety temperature ranges and to evaluate food appearance, portion size, adherence to menu, aroma, taste and texture.

ii. Home delivered meal end route temperatures from a home delivered meal test meal must be taken monthly for each route.

1. The date, time, and temperature of all hot and cold (including frozen) food components will be recorded at the end of the home delivered meal route.

iii. Portable meal end-of-service temperatures from a test meal must be taken monthly at each portable meal distribution site.

1. The date, time, and temperatures of all hot and cold (including frozen) meal components will be recorded at the end of the portable meal service.

iv. Congregate test meals must be evaluated, including taking and recording date, time, and temperature of all hot and cold meal

components, at the time of service at each congregate meal site, every two months. This can be done as part of the congregate site monitoring visit specified below.

- v. In the case of a frozen test meal, the frozen state of the meal will be confirmed and then the meal will be heated according to instructions provided to participants and evaluated in the manner above (including taking the temperatures after heating).
 - vi. In the case of a cold test meal, the temperature of the food components will be taken and then the meal will be heated according to instructions provided to participants and evaluated in the manner above (including taking the temperatures after heating).
- e. Restaurant dining sites are required to take food temperatures in accordance with the New York State Sanitary Code.
 - f. Kitchens, dine-in congregate meal sites, restaurant dining sites, and portable meal distribution sites receive formal on-site monitoring at least once a year.
 - i. This monitoring visit is conducted and documented by a dietitian, nutrition program coordinator, or other individual trained in food safety and sanitation and familiar with the Standards in this Pl.
 - g. Outbreaks of suspected food-borne illnesses are reported to the local Health Department, NYSOFA, and the AAA upon discovery/suspicion of an outbreak.

XI. NUTRITION EDUCATION

- 1. The AAA shall ensure that:
 - a. An annual nutrition education plan/schedule is developed by a dietitian.
 - i. The needs, comments, and requests of participants are considered when planning programs.
 - b. Nutrition Education content is approved by the dietitian and must include information about nutrition, physical activity, disease prevention and health promotion.
 - i. Content shall be consistent with the Dietary Guidelines for Americans; accurate, culturally sensitive, linguistically and regionally appropriate, as well as considerate of personal preferences.

- c. Nutrition education is provided by or under the direction of a dietitian.
- d. Nutrition education is provided to nutrition participants at least monthly and may be delivered in-person, via video, audio, online or distribution of hardcopy materials.
- e. Nutrition education presentations are provided at each dine-in congregate meal site a minimum of six times a year.
 - i. Presentations may be delivered in person, virtually, or as a hybrid of the two and must allow interaction between the presenter and participants.
 - ii. Portable meal and restaurant dining meal participants are informed of upcoming nutrition education presentations in the PSA and given the opportunity to attend.
- f. Evaluative methods are in place to determine the effectiveness and satisfaction of nutrition education activities.

XII. NUTRITION COUNSELING

- 1. The AAA shall ensure that:
 - a. A screening/intake process adequately identifies participants who are at high nutrition risk.
 - b. High risk participants are offered nutrition counseling.
 - c. Nutrition counseling is a service available in the PSA to eligible individuals regardless of their participation in other nutrition services.
 - d. A Registered Dietitian, Certified Nutrition Specialist, or Certified Dietitian Nutritionist evaluates the participants' nutritional needs and develops an appropriate care plan.
 - e. Nutrition counseling and follow-up activities are documented.
 - f. Evaluative methods are in place to determine the effectiveness and satisfaction of nutrition counseling.

XIII. USDA PROGRAMS

A. Reimbursement for Eligible Meals

- 1. The AAA shall ensure that:

- a. Nutrition providers receive Nutrition Services Incentive Program (NSIP) reimbursement and/or commodity assistance for meals served as established under the OAA.
- b. Reimbursement is claimed for meals that:
 - i. Provide at least 33 1/3 percent of the DRIs and meet the Dietary Guidelines for Americans;
 - ii. Are served to eligible participants as specified in this Pl.
 - iii. Reimbursement may not be claimed for meals served to guests, which include staff under 60 years of age;
 - iv. Are served to an individual who has not been means-tested to receive the meal and has been provided the opportunity to provide a voluntary contribution to the cost of the service; and
 - v. Are served by an agency under the jurisdiction, control, management, and audit authority of the AAA.
- c. NSIP funds are used to purchase United States agricultural commodities and other foods produced in the United States for nutrition programs.
- d. NSIP funds are used to purchase meals furnished under contractual arrangements with food service management companies, caterers, restaurants, or institutions, provided that each meal contains United States produced commodities or foods at least equal in value to the per-meal cash payment that the nutrition providers receive.
- e. NSIP funds are used to increase the total number of and improve the quality of meals served.
- f. The total number of eligible meals is reported to NYSOFA to be eligible for NSIP reimbursement.

B. Commodity Program

- 1. The AAA shall ensure that:
 - a. A signed agreement is on file between the AAA and New York State Office of General Services (OGS) for commodity allocations and usage.
 - b. The estimated dollar value of USDA cash and/or commodities is reflected in the budgets of service providers.

- c. Effective arrangements exist for the pick-up, transportation, storage and distribution of commodities.
- d. Appropriate inventory and food cost records are maintained.
- e. Commodities are used in an appropriate and cost-effective manner.
- f. OGS and NYSOFA are notified when any commodities are lost due to theft, damage, spoilage, infestation or contamination.
- g. The transfer of commodities between eligible agencies is done in accordance with USDA and OGS guidelines.

C. Supplemental Nutrition Assistance Program

- 1. The AAA shall ensure that:
 - a. Efforts are made to assist participants in accessing SNAP benefits.
 - b. If applicable, there is a written policy for the certification of nutrition providers to accept SNAP benefits as voluntary contributions for meals.
 - c. To the extent possible, assistance is given to certifying agencies and other organizations that help eligible older adults access benefits.

XIV. SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)

- 1. The AAA shall ensure that nutrition providers participating in the SFMNP comply with all NYSOFA and New York State Department of Agriculture and Markets requirements.

XV. DEFINITIONS

Congregate Meals

Congregate Meal: A meal provided by a qualified nutrition project provider to a qualified older adult in a congregate or group setting (including restaurants). The meal is served in a program that is administered by NYSOFA/AAA and meets all OAA requirements, state and local laws, and NYSOFA's Nutrition Program Standards. Portable meals may be included.

Portable Congregate Meal: Meals made available for individuals to obtain at one or more central points of distribution, including congregate meal sites, and then consumed at a

location of their choice, which are reported and funded as congregate meals.

Portable Congregate Meal Distribution Site: A central point from which eligible individuals pick-up congregate meals and consume them at a location of their choice. This may include dine-in congregate meal sites which additionally offer portable meals as an option.

Dine-In Congregate Meal: Congregate Meals served at a Dine-In Congregate Meal Site with the intention that eligible participants will consume that meal in the company of other eligible participants. Meals served at restaurant dining sites where participants dine in and among the general restaurant customer population, are not considered to be Dine-In Congregate Meals.

Dine-in Congregate Meal Site: Congregate Meal Sites where Congregate Meals are served with the intention that eligible participants will dine-in at that site to consume the meal in the company of other eligible participants. Restaurant dining sites where participants dine within and among the general restaurant customer population, are not considered to be Dine-In Congregate Meal Sites.

Restaurant Dining Meal: Congregate Meals served at restaurant dining sites, where participants dine within and among the general restaurant customer population.

Restaurant Dining Site: Sites where Congregate Meals are served and participants dine in and among the general restaurant customer population. Restaurant dining participants may choose to take all or part of the meal home.

Home Delivered Meals

Home Delivered Meal: A meal provided to a qualified individual for home consumption. The meal is served in a program that is administered by NYSOFA/AAA and meets all OAA requirements, state and local laws, and NYSOFA's Nutrition Program Standards. Portable meals may be included.

Home Delivered Meals in the Form of Meals Delivered to the Person's Home: This is the 'traditional model' of providing home delivered meals and refers to all home delivered meals other than those provided in the form of Portable Home Delivered Meals.

Home Delivered Meal Distribution Site: A central location, apart from the kitchen of origin, where Home Delivered Meals are staged for division by route and loaded into vehicles for ultimate delivery to an individual's home.

Portable Home Delivered Meal: Meals made available for individuals to obtain at one or more central points of distribution, including congregate meal sites, and then consumed at a

location of their choice, which are reported and funded as home delivered meals.

Portable Home Delivered Meal Distribution Site: A central point from which eligible individuals may pick-up portable home delivered meals. This may include dine-in congregate meal sites that offer portable meals as an option.

Wellness Check: An in-person wellness check is defined as a brief visual observation of the individual to establish that they are able to accept the meal. A remote wellness check is defined as a brief interaction with the individual utilizing audio, visual or some other technology that establishes that they have the provided meal and indicate the ability to prepare it for consumption.

Nutrition Counseling and Nutrition Education

Nutrition Counseling: Individualized guidance to an older adult who is at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use. Nutrition Counseling is provided based on the expertise of a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal. Nutrition Counseling is provided one-on-one in-person or remotely, utilizing technology.

Nutrition Counseling consists of:

- valuating the individual's nutritional needs
- Developing and implementing a nutrition counseling plan
- Evaluating the outcome
- Maintaining documentation

Nutrition Education: An intervention, based on the needs of Congregate and Home-Delivered Meal participants, that uses information dissemination, instruction, or training with the intent to support food, beverage, nutrition, physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health, health literacy, address nutrition intake and nutrition-related conditions.

Content must be:

- Consistent with the Dietary Guidelines for Americans
- Accurate
- Culturally sensitive, linguistically and regionally appropriate, and considerate of personal preferences
- Overseen by a registered dietitian or other nutrition professional (see current Nutrition Program Standards for required credentials)

Nutrition Education may be delivered in-person, via video, audio, online or distribution of

hardcopy materials.

Portable Meals

Portable Meal: A meal provided in the form of a portable home delivered meal or portable congregate meal.

Portable Meal Distribution Site: A central point from which eligible individuals may pick-up portable meals (portable home delivered meals or portable congregate meals). This may include dine-in congregate meal sites which additionally offer portable meals as an option.

Test Meal

Test Meal: A test meal is a meal that is identical to the meals being served to congregate and/or home delivered meal participants on the testing date and location. Test meals are used to determine if all food components are within acceptable food safety temperature ranges as well as to evaluate food appearance, portion size, adherence to menu, aroma, taste, and texture.**ttachments**

- A. Meal Pattern and Approval – Regular
- B. Meal Pattern Notes



EXHIBIT C

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PURPOSE

The purpose of this Program Instruction is to issue the New York State Office for the Aging's (NYSOFA's) revised Equal Access to Services and Targeting Policy. This updated policy statement serves to clarify the responsibilities of New York State's Aging Network Providers under federal and state laws regarding equal access to services and nondiscrimination in serving all cohorts of New York's older adults and caregivers. It also addresses the federal and state requirements for targeting activities to reach those unserved and underserved groups that are in greatest social and/or economic need.

ACTION REQUIRED:

Each Area Agency on Aging (AAA) is required to ensure all legal requirements are met in delivering aging services in its service area. This includes implementing targeting activities for older adults and caregivers in greatest social and economic need as described in this policy and the following laws: the Older Americans Act (OAA), Title III of the Code of Federal Regulations, 45 CFR 1321; the NYS Elder Law and relevant NYS regulations (Title 9, Subtitle Y of the New York State Code of Rules and Regulations). Additionally, AAAs must ensure nondiscrimination and equal access to services in all programmatic activities as required by law (see summary of



EQUAL ACCESS TO SERVICES AND TARGETING POLICY

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I. LEGAL ENVIRONMENT AND GENERAL REQUIREMENTS

The preference to serve those in greatest social or economic need was inherent in the federal OAA, as enacted in 1965, and has been explicitly re-emphasized and expanded in subsequent amendments. This preference is reflected in current language within the OAA, for example, §305(a)(2); §306(a)(1); §306(a)(4)(A) and (B); §306(a)(11)(A) and §306(a)(15)(A). The older adult groups identified within the OAA for particular attention include those which are defined under Section II.B., “Population Groups to be Included in Targeting Efforts” below. These groups continue to comprise a significant segment of older adults in greatest social or economic need, who are underserved in aging programs and services.

The NYS Elder Law § 203, Title 9, Subtitle Y, §6652.4 (e) and §6654.3 of the New York Code of Rules and Regulations, also require the targeting of services to older adults who are low-income, minority, frail, or vulnerable (see Section II. B of this Program Instruction for further clarification of older adults included in these categories by NYSOFA).

Both the OAA Regulations (Title III Regulations, Title 45, Code of Federal Regulations (CFR) § 1321.5) and NYSOFA Regulations (Title 9, Subtitle Y, § 6651.2(c)(iv)), also require compliance with federal and state nondiscrimination laws (see below) in all programs and services.

In addition to the OAA and NYS Regulations, entities receiving federal funds, which include AAAs and their subcontractors, are required to meet additional legal requirements regarding nondiscrimination and equal access to services, as described below.

Title VI of the Civil Rights Act of 1964 (CRA Title VI) mandates that entities receiving federal financial assistance (which would include AAAs and all subcontractors) may not, based on race, color, or national origin exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any program or activity receiving federal financial assistance. Under the CRA Title VI precept regarding national origin, “...failure to ensure that limited English proficiency (LEP) persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition ...against national origin discrimination.” (See Section VI., Language Assistance in this Program Instruction for more details on obligations to provide language access.)

Federal Executive Order 13166 requires entities that receive federal funds to: examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so persons with LEP can have meaningful access (see Section VI. below).



Section 504 of the Rehabilitation Act of 1973, and Titles II and III of the Americans with Disabilities Act (ADA) prohibit covered entities from discriminating against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. Section 504 applies to programs or activities that receive federal financial assistance, directly or as subcontractors (e.g., AAAs and subcontractors). Title II of the ADA covers all of the services, programs, and activities conducted by public entities (state and local governments, departments, agencies, etc.). Title III covers private entities, including nonprofits that are considered places of public accommodation, which would include, but are not limited to, health related offices and senior centers.

The New York State Human Rights Law (HRL), §290 through §301 of the Executive Law of NYS prohibits discrimination on the basis of the following characteristics: Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Domestic Violence Victim Status, Arrest or Conviction Record, and Predisposing Genetic Characteristics.

Localities may have Human Rights legislation that also affects AAAs and their subcontractors. NYS Aging Network providers should ensure that they are familiar and comply with county and city laws and regulations in this regard, e.g., Albany, New York City, Suffolk, and Westchester Counties all have local Human Rights laws (not an all inclusive list, examples only).

Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) restricts access to "Federal public benefits" to qualified aliens in defined program areas. However, immigration and citizenship verification requirements promulgated by the Department of Justice under PRWORA are **not** applicable to Administration for Community Living (ACL) administered OAA programs. Therefore, **non-citizens, regardless of their alien status, should not be banned from services authorized by the OAA and administered by the ACL based solely on their alien status.** To do so may violate the requirements of other civil rights legislation as described above.

II. DEFINITIONS AND GENERAL REQUIREMENTS REGARDING TARGETING

A. Targeting

Targeting is defined in NYSOFA regulations §6651.2(i)(1) as, "... a range of activities at system, program, and client levels designed to identify individuals in a specified, defined population (called the target population(s)) who need services, and designed to increase service delivery to the target population by linking or providing them with appropriate services." AAAs are responsible for implementing targeting activities at the various levels described below, as follows:



- System targeting includes but is not limited to three processes with the goal of making good faith efforts to meet targeting objectives:
 - (1) Advocating and assisting other agencies to use their resources in service delivery processes;
 - (2) Determining the overall mix of services to be supported by AAA resources; and,
 - (3) Coordinating and integrating services with those of other agencies.
- Program targeting is the process of operationalizing system targeting, and a method of determining:
 - (1) which service providers are to be used;
 - (2) what service protocols are followed;
 - (3) how the clients will be identified and served; and,
 - (4) where the service is to be provided geographically.
- Client Targeting is the process of identifying, assessing and serving those individual older adults most in need, for example, by using outreach strategies designed to identify clients in targeted cohorts.

Targeting activities must be designed to identify individuals in the target populations who need services and to increase service delivery to the target population by linking targeted populations to, or providing them with, appropriate service. The Area Agencies on Aging should provide local leadership and assist in coordinating the planning of a range of activities at the system, program, and client levels designed to increase service delivery to the targeted population(s) in their respective service areas.

B. Population Groups to be Included in Targeting Efforts

The Older Americans Act requires NYSOFA to provide assurances that preference "will be given to providing services to older individuals with the greatest economic or social needs..." with particular attention to specifically identified targeted groups (OAA §305(a)(2)(E)). The term "greatest economic need" is defined as the need resulting from an income at or below the poverty levels as established by the US Office of Management and Budget. The term "greatest social need" refers to the need caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social or geographical isolation including isolation caused by racial or ethnic status that restricts an individual's ability to perform normal daily tasks or threatens the capacity of the individual to live independently (OAA §102 (23 and 24)).

The State Office for the Aging has identified the following four target groups within NYS, which have the greatest economic and social needs: **minorities, low-income, frail, and vulnerable**. Specific definitions for each group are listed below, updated where applicable in accord with the 2010 U.S. Census definitions.

C

1. **Minority** - persons of Black, Hispanic, Asian, Native American (American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Persons whose origins are of 2 or More Races or who are identified as being in a racial category different from those above (other than white) may be included (see the Other Race or 2 or More Races categories, defined below).

- A. Black - refers to a person who has origins in any of the Black racial groups of Africa. This includes, for example, persons who self report as Black, African American, Kenyan, Nigerian, Haitian or other applicable identification.
- B. Hispanic (or Latino) - refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race. Hispanic origin can be viewed as the heritage, nationality group, lineage, or country of birth of the person or the person's parents or ancestors before their arrival in the United States. People who identify their origin as Hispanic, Latino, or Spanish may be any race.
- C. Asian - refers to a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- D. American Indian or Alaska Native - refers to a person having origins in any of the original peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment. This category includes people who indicated their race(s) as "American Indian or Alaska Native" or reported their enrolled or principal tribe, such as Navajo, Blackfeet, Inupiat, Yup'ik, and/or Central American or South American Indian groups.
- E. Native Hawaiian or Other Pacific Islander - refers to a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- F. Other Race or 2 or More Races - this category includes persons who self identify as multiracial, mixed, interracial, or a racial category other than white, not included in the descriptions above.

2. **Low -Income** - Persons with incomes at or below 150% of the poverty level.

3. **Frail** - Persons with one or more functional deficits in the following areas:

- Physical functions;
- Mental functions;
- Activities of daily living (eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or,
- Instrumental activities of daily living (meal preparation, housekeeping, shopping, medications, telephone, travel, and money management).

4. Vulnerable – Persons with a deficit of social resources, those who are isolated³ socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:

- Language barriers; [¹Limited English Proficiency(LEP)]
- Rural residence;²
- Persons with disabilities;
- Institutionalized or at risk of institutionalization;
- Lesbian, gay, bisexual, transgender (LGBT) older adults;
- Low literacy;³
- Older adult caregivers of children with developmental disabilities, mental illness, or other disabilities requiring a caretaker (e.g., traumatic brain injury);
- Homebound; and,
- Alzheimer's or other Dementia.

III. TARGETING OBJECTIVES AND GOALS

Targeting requirements are applicable to all Older Americans Act and New York State programs (e.g., Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly (EISEP), Supplemental Nutrition Assistance Program (SNAP), etc.) administered by NYSOFA and the Area Agencies on Aging.

Consistent with the OAA and NYS applicable regulations, the aging services network's targeting goal is to substantially increase the numbers of older adults from targeted population groups (minority, low-income, frail, vulnerable) served by both Aging Network funded programs and programs funded by other community resources (such as the local Department of Social Services, Mental Health, Public Health Nursing, United Way, etc.) through network system development activities, and assisted referrals.

1 **LEP definition**, condensed from Policy Guidance for US Department of Health and Human Services (ACL) Funding Recipients: A Limited English Proficient (LEP) individual is a person who does not speak English as his/her primary language and who has "a limited ability to read, write, speak, or understand English, and may be eligible to receive language assistance with respect to a ...service, benefit, or encounter."

2 **"Rural" defined by US Census** as all population, housing, and territory not included within an urban area. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories Rural (2) continued: with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.

3 **Low Literacy**: in 1991, Congress passed the *National Literacy Act* that defined literacy as "an individual's ability to read, write, and speak in English, and compute and solve problems at levels of proficiency necessary to function on the job and in society, to achieve one's goals, and develop one's knowledge and potential." Rather than classifying individuals as either "literate" or "illiterate," five levels of literacy were defined with Level 1 reflecting the lowest skills and Level 5 reflecting the highest skills.(U.S. Department of Education).

AAAs are required to set specific objectives, consistent with NYSOFA policy³, for providing services to older individuals with greatest economic and social needs as defined under Section II., B., of this policy. Within the Four Year and Annual Implementation Planning processes, NYSOFA requires AAAs to specify, and /or report on, the planned targeting activities at the system, program and client levels for the applicable time period.

Additionally, minimum numerical goals, based on the most current U.S. Census data must be developed within the Four Year Plan and AAAs must report on these goals annually through the AIP process. An example of the process for setting minimum numeric goals is as follows:

If a Planning and Service Area (PSA) has 10,000 older adults of whom 500 belong to a particular target group, then that target group represents 5% of the general older adult population. If an AAA plans to serve 1,000 older adults within its PSA, targeting efforts should ensure that at the minimum, 50 ($5\% \times 1,000$) members of the target group are included among service recipients. If using this method results in a fraction, the number should be rounded up to the nearest whole number (person).

The numeric formula should be applied to those targeted cohorts for whom comparable census data is available. These cohorts include unserved and underserved older adults in greatest social or economic need who are: low-income, low-income minorities (includes Hispanics, Native American/Alaskan Natives, Asians, Blacks, Native Hawaiians/Pacific Islanders, persons who are of other races (excluding white) or two or more races), rural residents, older adults with limited English proficiency, and frail/persons with disabilities.

In setting goals, AAAs should consider the representation of targeted populations within their PSAs that need specific services. While goals do not have to be program specific, meaningful targeting efforts require AAAs to determine where their targeting efforts should be directed to meet the needs of “targeted” older adults. For example, if, in a given PSA, a significantly higher percentage of older adults from a targeted cohort requires EISEP services, with little immediate need for programming provided in a Senior Center, efforts to reach the targeting goal successfully would focus more heavily on EISEP services for the target cohort.

AAAs also have the option of adding additional goals based on unique local priorities. For example, a PSA may have a cohort of “targeted” older adults with HIV/AIDS (e.g., residents with HIV/AIDS in a specific region of the PSA) requiring specific outreach and programmatic efforts. In these instances, AAAs should include in reports to NYSOFA, the applicable population data and cite data sources, which may come from a source other than the U.S. Census. For example, an AAA might provide the number of older adults in the cohort with HIV/AIDS, the source of data and relevant information in the AIP reporting process regarding any additional goals they may have in its PSA.

AAAs should note, however, that, based on significant racial, ethnic, and language disparities in health related care outcomes and the need to more effectively address the needs of increasingly diverse populations, NYSOFA's policy requires that AAAs must make good faith efforts to serve members of target groups in substantially higher percentages than their representation in the general older adult population of the Planning Service Area (PSA). This approach is consistent with the OAA's stated preference to provide.... *"services to older individuals with the greatest economic or social needs..."* with particular attention to specifically identified targeted groups. (OAA §305(a)(2)(E)).

It should also be noted that AAAs may also develop targeting strategies for those targeted groups for which comparable census data may not be available. Thus, the AAA may not be able to determine a realistic numeric goal. For example, currently data on the representation of LGBT older adults is not captured through the U.S. Census and, for many PSAs, may not be available locally or regionally from other sources. However, AAAs may make efforts to create community linkages to identify and provide services to the LGBT older adult population in the PSA.

All AAAs must provide assurances to NYSOFA within their area plans that they will provide information and outreach to specified target populations and will make the maximum efforts through system, program, and client targeting to promote and increase services to these underserved and/or underrepresented groups.

AAAs targeting objectives and numerical goals are subject to review and approval by NYSOFA in the Four Year Plan and Annual Implementation Plan processes, evaluation visits and monitoring, including the ongoing review of the Consolidated Area Agency Reporting System (CAARS) reports. AAAs should be prepared to describe in detail their good faith efforts and results towards serving members of target groups in higher percentages than their representation in the general PSA population of older adults.

IV. NYSOFA EQUAL ACCESS AND TARGETING RESPONSIBILITIES

Under the requirements of the OAA §305 (a), NYSOFA is responsible for developing and administering the State Plan. This includes responsibility for assuring that preference will be given to providing services to older individuals with greatest economic and social needs, with particular attention to targeted groups. NYSOFA is also required to: develop policies consistent with legal requirements governing all aspects of federally and/or NYS funded aging programs including equal access, targeting and nondiscrimination requirements; enforce these policies (Title III Regulations, Title 45, Code of Federal Regulations (CFR) § 1321.11); and evaluate the effectiveness of Title III and VII services provided to individuals with greatest social and economic need with particular attention to targeted groups [OAA§ 307(a)(4)],

Other NYSOFA equal access and targeting activities may include:

- A. Ensuring that the intrastate funding formula reflects the proportion of targeted groups among the local PSAs (Title 45 CFR §1321.37).
- B. Supporting and ensuring local efforts to carry out equal access and targeting mandates through technical assistance, training, monitoring, and assessments.
- C. Monitoring and approving funding allocations and utilization to ensure service delivery to target populations.
- D. Developing program instructions, standards, guidelines and procedures to ensure equal access, nondiscrimination, appropriate participation of target populations and usable mechanisms and measures for identifying and reporting on the participation of identified targeted groups.
- E. Ensuring targeting population representation on NYSOFA Advisory Committees and advocating for the representation of their interests on advisory committees of other State agencies. NYSOFA also monitors AAAs for compliance with federal and state requirements for representation of minorities and other older persons with greatest economic or social needs on their advisory councils (Title 9, NYCRR Subtitle Y, § 6652.6(b)(1)).
- F. Setting objectives for providing services to specific targeted groups, in consultation with area agencies on aging, for each PSA (OAA §305(a) (2) (G) (i)).

V. AAA EQUAL ACCESS AND TARGETING RESPONSIBILITIES

AAAs are charged with providing leadership in assisting communities throughout their planning and service areas to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need (see Section II., B., “Population Groups to be Included in Targeting Efforts”). AAAs must also ensure that each activity undertaken, including planning, advocacy, and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas (OAA §306 4(C)).

Specifically, AAAs are responsible for:

- A. Complying with requirements for equal access including language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws (see Section I of this Program Instruction - Legal Environment and General Requirements) and NYSOFA policies.

- B. Requiring all aging service providers under their respective PSAs to comply with the requirements summarized in letter A., immediately above, and include these requirements in each agreement made with such providers [OAA §306(a)(4)(A)].
- C. Including in AAAs agreements with providers in their PSAs that each provider comply with requirements for concentration of services on target populations (Title 9, Subtitle Y, § 6651.2) and specify how the provider intends to meet specific objectives for satisfying the service needs of, and providing services to, low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas [OAA §306(a)(4)(A)].
- D. Providing technical assistance, monitoring and periodically assessing the performance of all service providers regarding targeting, nondiscrimination and equal access issues (NYS regulations, Title 9, Subtitle Y, §6653.3).
- E. Coordinating with agencies that develop or provide services for individuals with disabilities to identify and assess the needs of older adults with disabilities, and to plan and provide services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement (OAA §306 a(5)).
- F. Ensuring that all programs and sites provide maximum accessibility to those older adults in greatest economic or social need, and that new sites be free from architectural barriers that limit participation of disabled older individuals (NYS regulations, Title 9, Subtitle Y, §6652.2 (I)). Accessibility requirements include provision of services and assistive devices (including assistive technology services and devices) designed to meet the unique needs of older individuals who are disabled, and of older individuals who provide uncompensated care to their adult children with disabilities. Providers must ensure that communications with individuals with disabilities are as effective as communications with others (ADA, 28 CFR 35.160-35.164). For example, auxiliary aids and services may include:
 - For individuals who are deaf or hard of hearing: qualified interpreters, notetakers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.⁴

⁴ Please note that signed languages (e.g., American Sign Language) do not follow the socio-geographic movements of spoken languages. For example, ASL is used in Puerto Rico while Spanish is the spoken language. Although English is spoken in both England and the United States, the former uses British Sign Language (BSL), which differs greatly from ASL. Mexican Sign Language (LSM) differs from the varied signed languages of Spanish-speaking countries in Latin America [**from Certified Interpreting: The Sign Language Network website*]. Providers must work with clients who are deaf/hearing impaired to determine what signed language or other methodology would be appropriate for the client's preferred method of communication.

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- For individual with vision impairments: qualified readers⁵, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
 - For individuals with speech impairments: TDDs, computer terminals, speech synthesizers, and communication boards.
- G. Assuring that funds received under the OAA will be used to provide benefits and services to older individuals, giving priority to targeted groups (OAA §306 a (15)) with particular attention to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas, e.g., locate service sites in low-income and/or minority communities, subcontract for service provisions with agencies that serve consumers from targeted groups.
- H. Reviewing current service patterns to determine where funds can be shifted to better serve target populations and considering the proportion of targeted older adults in the population of the service area when making allocation or reallocation decisions for resources. Special targeting efforts should be undertaken with any allowable sources or new or one-time funds. OAA carryover especially that in excess of ten percent, should be viewed as a potential resource for such targeting efforts. (In granting NYSOFA approval for retention of carryover funds, the proposed use of such funds for targeting activities (including language accessibility for persons with limited English proficiency) will be a major factor considered (NYS Title 9, Subtitle Y, §6654.3 (b)).
- I. Recognizing and making public mandated responsibilities on targeting, nondiscrimination and equal access to services. This includes educating the local network on the need to provide equal access to information and services to unserved and underserved populations including the availability of free language assistance services as required by law. **(See Section VI. Language Assistance, for specific requirements for communicating with older adults with limited English proficiency (LEP)).**
- J. Ensuring equal opportunity employment practices within the AAA and by subcontractors, to promote and increase staff and volunteers representative of target populations when opportunities arise.

5 A qualified reader is a person-e.g., an employee or volunteer- who reads aloud either directly to a visually impaired person who is present or onto a recording device to which a visually impaired person will later listen. The reader must be proficient enough in reading that he/she can communicate written material clearly and effectively to the visually impaired consumer. Another option may be an electronic device or application such as a screen reader, a software application that attempts to identify and interpret information displayed on a computer screen.

- K. Including target populations in the PSA includes needs assessments, planning, implementation and evaluation of programs to identify and develop specific strategies and methods to identify unmet needs of these groups.
- L. Using outreach efforts that will place special emphasis on:
- older individuals residing in rural areas;
 - older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
 - older individuals with severe disabilities;
 - older individuals with limited English proficiency;
 - older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and
 - older individuals at risk for institutional placement (OAA §306 a (4) (B))
- M. Informing the older individuals referred to in section L., above, and the caregivers of such individuals, of the availability of assistance (OAA §306 a (4)(B)). As an example, AAAs should consider participating in community, civic, cultural and other activities and programs to encourage target population participation in services.
- N. Including in outreach efforts the identification of older Native Americans in the PSA and informing such older Native Americans and their caregivers of the availability of assistance (OAA §306 (a) (11)).
- O. Ensuring minority and other targeted older adult representation on AAAs and service provider advisory committees and/or Boards of Directors and ensuring their participation in the development of targeting strategies (NYS regulations, Title 9, Subtitle Y, §Sec. 1321.57).
- P. Ensuring that subcontractors identify and serve the target population through the AAAs' provision of technical assistance, assessment, training, and monitoring (e.g., reporting requirements) and evaluating of subcontractors. Service providers must follow methods established by the AAAs.

VI. LANGUAGE ASSISTANCE

A. Language Assistance Requirements

Language assistance refers to the development and implementation of effective communication methods and strategies to ensure the accurate exchange of information between service providers and linguistically diverse clients. All AAAs and subcontractors are required by law to take reasonable steps to provide meaningful access to limited English proficient persons. Specifics regarding this requirement are

summarized below and may be reviewed in more detail by using the resources listed in Section VII below. Since no single policy can include the extensive and complex information regarding many of the issues summarized in this policy, AAAs should, at a minimum, ensure they review the links to federal funding agencies' (U.S. Department of Health and Human Services (HHS) and ACL) information presented in Section VII for complete information relating to their responsibilities.

The OAA requires that any AAA with a significant number of limited English speaking older adults use staff in the delivery of outreach services that are fluent in the language spoken by a predominant number of such older individuals. The AAA is also required to designate an individual that it employs, or who is available to it on a full-time basis, whose responsibilities will include the following: taking appropriate action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English speaking ability in order to assist such older individuals in participating in programs and receiving assistance under the OAA; and providing guidance regarding cultural sensitivities and linguistic and cultural differences to individuals engaged in the delivery of supportive services under the area plan 42 U.S.C. Sec. 3027(a)(15).

Additionally, consistent with the Civil Rights Act of 1964, Title VI, the Title VI regulations, federal Executive Order 13166, and the NYS Human Rights Law, all aging services providers, are obligated to provide reasonable, timely, and appropriate language assistance to the limited English proficiency (LEP) populations each serves. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI, CRA, 42 U.S.C. 2000d and Title VI regulations against national origin discrimination.⁶

Under the above referenced laws and regulations, providers in service areas with significant numbers of older adults with LEP may be required to provide a range of language assistance options (e.g., see the four factor analysis described below). However, even in service areas with smaller numbers of consumers with LEP, every older adult with LEP (and/or caregivers) seeking aging services must receive timely language accessibility services. Timeliness means that persons with LEP receive communications and services in a manner that does not require delays appreciably greater than experienced by English proficient persons.

Mandated Action:

Therefore, all AAAs must, at a minimum, establish a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice by October 1, 2012. All aging services staff with public contact must be aware of, and trained in the timely and appropriate use of,

⁶ Based on **HHS/AoA(now ACL)** Guidance to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.

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these language services. Please see, *B. Providing Meaningful Access to Persons with LEP*, below, for further information.

Each AAA will be required to report on the telephonic interpretation service which it has established in its Annual Implementation Plan under the section entitled, “Demographic Data and Targeting Objectives”.

B. Providing Meaningful Access to LEP persons

Four Factor Analyses

All recipients of federal funds, which include AAAs and subcontractors providing aging services, are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment and analysis that balances the four factors below. The results of this assessment should be used to develop the AAA's plan to provide timely and appropriate language services to consumers with LEP.

1. **The number or proportion of LEP persons eligible to be served or likely to be encountered by the program:** the greater the number or proportion of LEP persons in the PSA, the more likely language services are needed and the greater the obligation to provide language assistance services. In conducting the analysis, include LEP populations eligible for programs or activities that may be underserved because of existing language barriers.
2. **The frequency with which LEP individuals come in contact with the program:** providers should assess, as accurately as possible, the frequency with which they have or **should have** contact with LEP individuals from different language groups seeking assistance. The more frequent the contact with a particular language group, the more likely that enhanced language services in that language are needed. In applying this standard, providers should consider whether appropriate outreach to LEP persons could increase the frequency of contact with LEP language groups. If an LEP individual accesses a program, activity, or service on a daily basis, a provider has greater duties than if an LEP individual's contact with the program, activity, or service is unpredictable or infrequent. However, if an AAA or subcontracted provider serves LEP persons on an unpredictable or infrequent basis this balancing analysis should still be used to determine what to do if an LEP individual seeks services under the program in question. As noted above under **VI., A. Language Assistance Requirements**, at a minimum, aging services providers must have a telephonic language interpretation service available to obtain immediate interpreter services.
3. **The nature and importance of the program, activity, or service provided by the program to people's lives:** identify the programs, services, or activities

that would have a serious consequence if language barriers prevented LEP persons' access to them. Responsibility to provide language assistance would be greater for such critical services.

4. **The resources available to the provider/ agency, and costs:** explore the most cost-effective means of delivering competent and accurate language services. Provider organizations with limited resources may find that entering into a bulk telephonic interpretation service contract will prove cost effective.

After applying the above four-factor analysis, an aging services provider may identify different language assistance measures for the different types of programs or activities in which it engages. Some services will be more important than others and/or have greater impact on or contact with LEP persons, and thus may require more in the way of language assistance. Providers should ensure that staff who may encounter clients with LEP are aware of, and use, the organization's plan to provide language assistance that is developed based on the four factor analysis. The flexibility that providers have in addressing the needs of the LEP populations they serve does not diminish, and should not be used to minimize, the legal obligation that the language assistance needs be addressed to provide meaningful access to services for LEP persons. **AAAs must also ensure that LEP persons are informed of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand at service locations.**⁷

Interpretation and Translation

Interpretation involves the immediate communication of meaning from one language (the source language) into another (the target language). An interpreter conveys meaning orally, while a translator conveys meaning from written text to written text. As a result, interpretation requires skills different from those needed for translation.

Interpreting is a complex task that combines several abilities beyond language competence in order to enable delivery of an effective professional interpretation in a given setting. Consequently, extreme care must be exercised in selecting interpreters and interpreting duties should be assigned to individuals within their performance level. Command of at least two languages is prerequisite to any interpreting task. The interpreter must be able to (1) comprehend two languages as spoken and written (if the language has a script), (2) speak both of these languages, and (3) choose an expression in the target language that fully conveys and best matches the meaning of the source language.⁸

There are a number of steps that can assist in providing oral language assistance. They range from hiring bilingual staff or staff interpreters competent in the skill of interpreting, to contracting with qualified outside in-person or telephonic interpreter services, to arranging formally for the services of qualified voluntary community

⁷ Ibid-see footnote 6

⁸ Ibid-see footnote 6

interpreters who are bound by confidentiality agreements. Generally, it is **not acceptable** for AAAs to require, or rely upon, an LEP individual's family members or friends to provide the interpreter services for reasons relating to confidentiality, objectivity, and competence in the interpretation process. The service provider should meet its obligations to provide language assistance by supplying competent language services free of cost and notifying the client that such assistance is available. In rare emergencies, the service provider may have to rely on an LEP person's family members or other persons whose language skills and competency in interpreting have not been established. Proper planning and implementation is important in order to ensure that those situations rarely occur.⁹

Written materials routinely provided in English also may require translation into regularly encountered languages other than English. It is particularly important to ensure that vital documents are translated into the non-English language of each regularly encountered LEP group eligible to be served or likely to be affected by the program or activity. A document is considered vital if it contains information that is critical for obtaining federal services and/or benefits, or is required by law. Vital documents include, for example: applications, consent and complaint forms; notices of rights, notices advising LEP persons of the availability of free language assistance; and letters or notices that require a response from the client or caregiver(s). Non-vital information includes documents that are not critical to access benefits and services.¹⁰

Vital documents must be translated when a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, needs services or information in a language other than English for effective communication. For many larger documents, translation of only the vital information contained within the document will suffice and the documents need not be translated in their entirety.¹¹

Identifying LEP Persons and Their Language

In the service setting, providers should promptly identify the language and communication needs of the LEP client and obtain timely and appropriate interpretation services using the method(s) chosen by the provider based on the four factor analysis, e.g., contact bilingual staff or use telephonic interpretation service. If necessary, staff may use a language identification card (e.g., "I speak cards," available online at www.lep.gov) or posters to determine the language. In addition, when records are kept

9 Ibid-see footnote 6

10 Ibid-see footnote 6

11 Ibid-see footnote 6

of past interactions with clients or family members, the language used to communicate with the LEP person(s) should be included as part of the record.¹²

VII. RESOURCES FOR TECHNICAL ASSISTANCE

In addition to the assigned Aging Service Representative, NYSOFA's Director of Equal Opportunity and Diversity Management is a resource for information and technical assistance regarding equal access and targeting issues (518) 473-7342. Additionally, the resources listed below will also assist AAAs to increase their knowledge concerning their responsibilities and implementation strategies in these areas.

A. US DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS- includes and applies to entities funded by the US Administration on Community Living (ACL)), e.g., NYSOFA, AAAs and subcontracted providers:

1. **Guidance to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons-** Link:

<http://www.hhs.gov/ocr/civilrights/resources/specialtopics/lep/policyguidancedocument.html>

2. **HHS Office of Minority Health**

- a. **Cultural competency-** Link:

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=1&lvlID=3>

- b. **Health Related Information on Minority Populations-**Link:

<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=1&lvlID=5>

B. UNITED STATES ADMINISTRATION ON COMMUNITY LIVING (ACL) RESOURCES

1. **Diversity Toolkit:** consists of a four-step process and a questionnaire that assists the Aging Services Network and its partners with every stage of program planning, implementation, and delivery of diverse population services- Link:

12 Based on U.S. Department of Health & Human Services, **Policy And Procedures For Communication With Persons With Limited English Proficiency.**

http://www.aoa.gov/AoARoot/AoA_Programs/Tools_Resources/DOCS/AoA_DiversityToolkit_full.pdf

2. **ACL General Diversity Information including, Cultural Competency, Translated Materials, Lesbian, Gay, Bisexual and Transgender (LGBT) issues- Link:**

http://www.aoa.gov/AoARoot/AoA_Programs/Tools_Resources/diversity.aspx

3. **ACL Information on Civil Rights and Equal Access: includes information on Civil Rights, Limited English Proficiency, Citizenship/Alien Status- Link:**

http://www.aoa.gov/AoARoot/AoA_Programs/Tools_Resources/civil_rights.aspx

4. **ACL Unofficial Compilation of Older Americans Act, as amended in 2006- Link:**

http://www.aoa.gov/aoaroot/aoa_programs/oaa/oaa_full.asp

- C. **STANFORD SCHOOL OF MEDICINE: STANFORD GERIATRIC EDUCATION CENTER: Curriculum in Ethnogeriatrics (free, online)**: provides basic concepts in culturally competent care and information designed to increase providers' awareness of specific cultural, racial, ethnic, and tribal influences on health related cultural traditions, beliefs and values- Link:

<http://www.stanford.edu/group/ethnoger/>

- D. **AMERICANS WITH DISABILITIES ACT (ADA) TITLE II AND III REQUIREMENTS** :

1. **Title II of the ADA** covers all of the services, programs, and activities conducted by public entities (state and local governments, departments, agencies, etc. - Link:

<http://www.ada.gov/taman2.html#II-1.3000>

2. **Title III** covers private entities, including nonprofits that are considered places of public accommodation that would include, but are not limited to, health related offices and senior centers - Link:

<http://www.ada.gov/taman3.html>

SECTION 504 OF THE REHABILITATION ACT OF 1973. 45 CFR PART 85:

Section 504 prohibits discrimination in service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance-Link:

[HTTP://ECFR.GPOACCESS.GOV/CGI/T/TEXT/TEXT-
IDX?C=ECFR;SID=A4336F2AF778D691B68F734E297835D1;RGN=DIV5;VIEW=TEXT;N
ODE=45%3A1.0.1.1.43;IDNO=45;CC=ECFR](HTTP://ECFR.GPOACCESS.GOV/CGI/T/TEXT/TEXT-
IDX?C=ECFR;SID=A4336F2AF778D691B68F734E297835D1;RGN=DIV5;VIEW=TEXT;N
ODE=45%3A1.0.1.1.43;IDNO=45;CC=ECFR)

PROGRAMS AFFECTED:

☒ [Title III-B](#)

☒ [Title III-C-1](#)

☒ [Title III-C-2](#)

☒ [Title III-D](#)

☒ [Title III-E](#)

☒ [CSE](#)

☒ [SNAP](#)

☒ [Energy](#)

☒ [EISEP](#)

☒ [NSIP](#)

☒ [Title V](#)

☒ [HIICAP](#)

☒ [LTCOP](#)

☐ [Other:](#)

CONTACT PERSON:

Carol Bradwell, Director
Equal Opportunity and Diversity Management

TELEPHONE:

(518) 473-7342



EXHIBIT D

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COUNTY EXECUTIVE

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POLICY: Menus will follow a 4-6 week rotation to comply with all regulations. Providers are allowed to choose a seasonal menu cycle based on program structure and resources. The menu cycle will remain consistent by the provider. Prior approval with the AC DFA Registered Dietitian “or equivalent is” (per 19-PI-26, page 8) required before making changes with the cycle menus.

SCOPE: This applies to all providers and site locations as per contractual agreement.

PROCEDURE:

1. When developing menus, providers will use the “Albany County Department for Aging Nutrition Program” menu format.
2. Menus may include Hot and Cold meals depending on the meal provider’s contract. Meals will comply with all nutrition requirements based on one-third (1/3) of the current Recommended Dietary Allowances (RDAs) and Dietary Reference Intakes (DRI’s per 19-PI-26, page 16), and the current Dietary Guidelines for Americans, including:
 - Three to four (3-4) ounces edible protein, i.e. chicken, beef, pork, fish, cheese, etc. Casseroles and other mixed dishes shall be eight (8) ounce portions of which three (3) shall be protein
 - Three (3) one-half cup (1/2) servings of cooked vegetable and/or fruit (melon, salad greens and large berries = 1 cup serving)
 - Two (2) ounces whole grain product*
*Refined grains may be included when mixed with a whole grain equivalent. The resulting grain-based item must contain no more than 50% refined grains.
 - One – two (1-2) teaspoon, Oil, fortified margarine or butter
 - One Serving of Dairy (use of fat free or whole milk without added sugar encouraged), per 19-PI-26
 - One (1) ½ cup of dessert
3. Standardized recipes will be used for all menu items with more the one ingredient. If a new menu item is going to be added the recipe and all new ingredient labels need to be submitted to the AC DFA Registered Dietitian for analysis and approval. (refer to “Standardized Recipes” policy)



EXHIBIT D

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4. All menus are submitted to the ACDFR Registered Dietitian (RDN) for nutritional analysis to confirm that menus meet nutritional requirement regulations. Adjustments will be made by the RDN based on the menu analysis. Approved menus must have RDN signature prior to implementation.
5. Providers are encouraged to incorporate religious and cultural meals where feasible and appropriate to enhance the nutrition program. Providers must take into consideration when determining whether special menus are feasible and appropriate whether there are sufficient people needing the special menus to make their preparation practical. All religious and cultural menus will require prior approval by the RD, per 10-PI-26, page 17.

Related policy: Appendix C Nutrition Program Standards 19-PI-26, IV Menu/Nutrient Requirements
Attachment C_POLICY Standardized Recipes

ALBANY COUNTY DEPARTMENT FOR AGING NUTRITION PROGRAM

Provider/Menu Cycle/Year

Week

HOT Dates	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
MEAT or Protein ALTERNATE 3-4 oz. cooked							
VEGETABLES & FRUITS 3 - ½ cup servings 1 serving of salad greens, berries or melon = 1 cup							
2 oz. WHOLE BREAD or Grain ALTERNATE 2 tsp. Butter or Olive oil							
1-2 tsp. Oil							
1 serving DAIRY							
DESSERT 1/2 Cup							

* Vitamin C fortified food item. **Sodium: Added salt and high sodium ingredients should be limited in the preparation of the meals as recommended by the most recent RDI and Dietary Guidelines. **All changes require prior approval by the AC DFA Registered Dietitian.** The approved menus must be kept in the provider's files and used to create the Congregate and HDM monthly menus.

This menu has been reviewed and approved by _____ Registered Dietitian, AC DFA. With questions or concerns, please call (518) 447-7183.

ALBANY COUNTY DEPARTMENT FOR AGING NUTRITION PROGRAM

Provider/Menu Cycle/Year

Week

COLD	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
MEAT or Protein ALTERNATE 3-4 oz. cooked							
VEGETABLES & FRUITS 3 - ½ cup servings 1 serving of salad greens, large berries or melon = 1 cup							
2 oz. WHOLE BREAD or Grain ALTERNATE 2 tsp. Butter or Olive oil							
1 serving DAIRY							
DESSERT 1/2 Cup							

* Vitamin C fortified food item. **Sodium: Added salt and high sodium ingredients should be limited in the preparation of the meals as recommended by the most recent RDI and Dietary Guidelines. **All changes require prior approval by the AC DFA Registered Dietitian.** The approved menus must be kept in the provider's files and used to create the Congregate and HDM monthly menus. This menu has been reviewed and approved by _____ Registered Dietitian, AC DFA. With questions or concerns, please call (518) 447-7183.

ALBANY COUNTY DEPARTMENT FOR AGING NUTRITION PROGRAM

Provider/Menu Cycle/Year

Week

HOT - MEALS - Date/Day	MONDAY 3/26, 4/23, 5/21	TUESDAY 3/27, 4/24, 5/22	WEDNESDAY 3/28, 4/25, 5/23	THURSDAY 3/1, 3/29, 4/26, 5/24	FRIDAY 3/2, 3/30, 4/27, 5/25	SATURDAY 3/3, 3/31, 4/28, 5/26	SUNDAY 3/4, 4/1, 4/29, 5/27
MEAT or Protein ALTERNATE 3-4 oz. cooked	3 oz Chicken w/ 2 oz Peach Sauce (Sauce02)	8 oz Chili Con Carne (M23)	3 oz Roast Pork (P04) w/ 2 oz of Gravy00	8 oz Eggplant Parmesan (NM14)	3 oz Baked Fish (F04) w/ 2oz Lemon Herb Sauce (Sauce11)	8 oz Chicken Cacciatore (C05)	8 oz Pepper Steak w/ Onions (M12)
VEGETABLES & FRUITS 3 - ½ cup servings 1 serving of salad greens, large berries or melon = 1 cup	½ c. Broccoli ½ c. Oven Roasted Potatoes VS04 4oz 100% Fruit Juice	(½ c. Tomatoes & Beans) ½ c. Spinach	½ c. Mashed Potatoes VS09 ½ c. Prince Edward Island Blended Vegetables	(½ c. vegetables in entree) ½ c. Brussel Sprouts	½ c. Green Peas ½ c. VS05 Oven Roasted Sweet Potatoes 4 oz. 100% Fruit Juice	(½ c. Tomato, Onion, Peppers) ½ c. California Blend Vegetables	(½ c. Onions and Peppers) 1 c. V20 Tossed Salad w/ Romaine, carrots & Tomato w/ 1 Tbsp. LS Salad Dressing ½ c. Mandarin Oranges
2 oz. WHOLE BREAD or Grain ALTERNATE 2 tsp. Butter or Olive oil	2 oz. Whole Wheat Bread 2 tsp Butter	2 oz. Corn Bread (GR02) 2 tsp Butter	2 oz. Whole Wheat Bread 2 tsp Olive Oil	2 oz. Whole Wheat Dinner Roll 2 tsp Butter	2 oz. Rye Bread 2 tsp Butter	1 C. Whole Wheat Spaghetti 2 tsp Butter	½ c. White Rice + ½ c. Brown Rice 2 tsp Butter
1 Serving of Dairy	8 fl oz 1% milk	¾ cup non-fat yogurt	8 fl oz Low Fat Chocolate milk	8 fl oz 1% milk	8 fl oz 1% milk	1 oz Parmesan Cheese	1 oz Non-Fat Mozzarella
DESSERT 1/2 Cup	½ c. Tapioca Pudding	½ c. Applesauce*	½ c. Pineapple	½ c. Apricots	2” sq. Brownie	1 c. Cut Melon	½ c. Mandarin Oranges

* Vitamin C fortified food item. **Sodium: Added salt and high sodium ingredients should be limited in the preparation of the meals as recommended by the most recent RDI and Dietary Guidelines. All changes require prior approval by the AC DFA Registered Dietitian. The approved menu must be kept in the provider's files and used to create the Congregate and HDM monthly menus.

This menu has been reviewed and approved by _____ Registered Dietitian, AC DFA.



EXHIBIT E

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NYSOFA Regulations:

New York State Office of the Aging (NYSOFA) Program Instruction 19-PI-26, the Area Agency on Aging (AAA) shall ensure that standardized recipes are used by all contracted providers for food production. Standardized recipe format should include: recipe title, recipe category, recipe yield, serving size, serving equipment, ingredients (including weight and volume), cooking temperature, instructions, and other information as indicated. Each standardized recipe will have a nutrient analysis used to determine the overall menu analysis to ensure the nutritional value meets state and federal regulations. Standardized recipes help reduce waste, control costs and yield a consistent end product for consumer satisfaction.

POLICY: Contracted providers will use standardized recipes for food production. Standardized recipes are available through a shared electronic program managed by the ACDFA Registered Dietitian (RDN).

SCOPE: Standardized recipes help reduce waste, control costs and yield a consistent product for consumer satisfaction. This applies to all providers in order for meals to be reimbursable, as per contractual agreement.

PROCEDURE:

1. The ACDFA RDN will review, analyze and approve all recipes using Nutritionist Pro software.
2. Providers are encouraged to submit new recipes and/or suggest alterations of existing recipes. Providers need to consider the nutritional quality, cost and appropriateness of the recipe based on production resources and capabilities.
3. Each standardized recipe includes:
 - a. The "Recipe Summary Card", generated by Nutritionist Pro, lists ingredients and expands the recipe to 25, 50, 75 and 100 servings.
 - b. A standardized formatted recipe, specific to number of servings.
4. Standardized recipes are required for all menu items with more than one ingredient. Examples of single ingredient menu items include cooked single vegetables, single fruits, slice of bread, and pre-packaged items.



5. Specific considerations must be followed when choosing recipes and menu options. Limited or avoidance of fried foods, pre-packaged processed foods and baked goods will be enforced. Meals may require adjustments with appropriate substitutions to meet the nutrition requirements based on one-third (1/3) of the current Recommended Dietary Allowances (RDAs) and Dietary Reference Intakes (DRI's) and the current Dietary Guidelines for Americans.
6. Specific ingredient guidelines are to be followed including, no added salt/low sodium; no added sugars, packed in own juices, no trans-fats, and low-fat dairy (when appropriate).
7. The ingredients in recipes must be consistent with the products on site. Example: If "no added salt canned whole tomatoes" is stated on the recipe there must be evidence this product can be found in the current site inventory or on a recent order.
8. Providers are encouraged to incorporate religious and cultural meals where feasible to enhance the nutrition program. The special meals should contain all required nutritional components. All religious and cultural menus will require prior approval by the RDN.
9. All approved standardized recipes are available electronically in Office 365 SharePoint program titled, "Albany County Healthy Recipes – Low Sodium". Each provider will have two designated staff, usually the Program Director and Food Production Manager/Cook with access to the electronic recipe library.
10. In order for meals to be reimbursable, standardized recipes are required and approved meals/menus are to be followed.

Related policy: Attachment B - Nutrition Program Standards 19-PI-26

Attachment D - POLICY Menu/Nutrient Requirements

Staff and Volunteer Training

ACDFA requires providers of the Congregate and HDM Programs to conduct training for staff and volunteers. The trainings are required for new and current staff and volunteers. All attendees are to sign-in and copies of handouts or reference materials shall be attached. This form must be kept on file and will be requested during inspections and audits.

Meal Site _____ **Date** ____/____/____

Presenter _____ **Title** _____

Four Required Trainings:

_____ Annual Fire Safety Training (includes use of fire extinguisher and a fire drill)

_____ Annually Emergency Preparedness according to written procedures

_____ Food Safety and Sanitation

_____ Nutritional needs relative to the elderly population and use of standardized recipes.

_____ Additional Training _____
(specify)

Print Name

Signature

Attach additional forms.



EXHIBIT G

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Albany County Department for Aging Employee and Volunteer Confidential Disclosure of Information

The Older Americans Act of 1965 mandates that the Area Agency on Aging and its contracting agencies must comply with State and Federal statutes, rules and regulations **guaranteeing protection** of an older person's and/or program participant's information (received in oral, written or in electronic form).

The following information is considered confidential and should not be disclosed by employees or volunteers of any agency receiving funding from Albany County Department for Aging, New York State Office for Aging and the Administration for Community Living:

- Names, addresses, social security numbers and other personal information of applicants and recipients of service.
- Personal information related to the health, social and economic conditions and circumstances of an individual.
- The type of services provided.

The provider or Agency's procedures must ensure that the program participant's information will not be disclosed and will be kept locked and secure.

I have read this notice, and I agree that I will protect the personal information of all program participants.

Name (Print): _____

Signature: _____

Date: _____ Provider: _____



EXHIBIT H

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POLICY: The “NAPIS Client Registration Form” and “Informed Consent to Collect and Record Personal Information” is to be completed for all seniors participating in the congregate dining program during initial registration, annually or when there is a change requiring the forms to be updated. The registration information is captured in the statewide client data system.

SCOPE: This applies to all AAA contracted providers as per contractual agreement.

PROCEDURE:

1. The registration process includes the following forms.
 - a. NAPIS Client Registration Form;
 - b. Informed Consent to Collect and Record Personal Information;
 - c. Informed Consent Follow-up Letter/In-Person Notice;
 - d. Informed Consent Revocation Form.
2. The first two forms: “NAPIS Client Registration Form” and “Informed Consent to Collect and Record Personal Information” are completed when a client registers initially, updated annually and/or when there is a change in program services or client status.
3. The third form: “Informed Follow-up Letter/In-Person Notice” is a form letter to acknowledge their consent to capture and share their information in the statewide client data system, and their right to revoke his/her consent at any time.
4. The “Informed Consent Revocation Form is available upon request for any client who chooses to revoke consent.
5. The congregate meal program staff is required to assist the meal site participant in the completion of these forms and answer questions. These forms must be completed by the client, and/or to consent to a family member or caregiver assisting them with understanding the information presented.
6. When the forms are completed the information is then entered in the statewide client data system in two steps under the “Client Profile”.
 - a. “NAPIS Client Registration Form” is manually entered.
 - b. The signed “Informed Consent to Collect and Record Personal Information” is scanned and uploaded as an attachment.



7. If the client refuses to sign the “Informed Consent to Collect and Record Personal Information” and does not provide consent to capture their information, and continues to receive congregate meals, the units of service for such a client may be tracked using the “Anonymous Anonymous” record in the statewide client data system, or by creation of an “Aggregate Event.” Because no assessment is needed at any time, so long as the client qualifies for the meal, they may be served without recording their identifying information. Use of anonymous entry for Congregate Meals clients should be a last resort, and reasonable efforts must be made to obtain the necessary information from each client, and to obtain each client’s informed consent to capture this information. If the client is to receive any other service, informed consent to capture will be necessary.
8. In addition to capturing Consent, the registration form will be kept in a confidential file. Copies of the unsigned registration forms are to be submitted with the monthly voucher for any congregate meal provided to these participants. The ACDFa expects the number of refusals will be minimal, as most individuals are willing to consent to capture his/her information if they have a clear understanding of the process.

Related Program Instructions and Technical Assistance Memos:

- 17-TAM-01 Subject: Verifying Legal Authority to Provide Consent or Enroll in Services in Another’s Behalf.
- 17-PI-02 Subject: Informed Consent: Questions and Responses.
- 17-PI-03 Subject: Disclosure of Personal Information Involving Health and Safety of an Individual.
- 17-PI-20 Subject: Informed Consent: Updated Process and Documents.



EXHIBIT I

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POLICY: Food handling of times and temperatures are monitored to ensure food protection practices comply with the state sanitary code.

SCOPE: This applies to all providers and site locations as per contractual agreement.

PROCEDURE:

1. Times and temperatures of all perishable foods/beverages during preparation and handling will be recorded using the "Time & Temperature Log" attached.
2. Times and temperatures are recorded in two or three phases depending on meal service of the provider, e.g., Congregate, Off-site and HDM contracts. The times and temperatures are recorded at (1) "End of Cooking", (2) arrival at congregate "Satellite Sites" or HDM "Packed Temp", and (3) "End of Route" or "Serving Temp" for all meals prepared on a daily basis.
3. **HOT** food must be 140° F or greater; **COLD** food must be 40° F or less. Maximum time between End of Cooking Time and Serving Time (OR End of HDM Route) shall be no more than 2 hours. Time and temperature must comply with these regulations.
4. If any of the times and/or temperatures are out of compliance the corrective process should begin immediately. The designated staff will document reason(s) for non-compliance and document the plan of correction, using the space provided on the back of the log. If a situation arises where the regular meal process/delivery is interrupted, (i.e., equipment failure, vehicle breakdown, power outage), the food production manager, program director and ACDFR Registered Dietitian (RDN) are to be notified.
5. If there are any menu substitutions, the RDN will be notified prior to any menu substitution for approval of the nutritional value and this will be documented on the back of the form.
6. The log will be completed and initialed on a daily basis by the designated staff.
7. At the end of each week, all completed time and temperature log(s) will be reviewed by the designated management staff, and signed before submitting to the ACDFR.



8. The completed "Time & Temperature Log", submitted weekly to ACDFA by Wednesday of the following week, Fax to (518) 447-7188 or email the RDN.
9. Record Retention: "Time & Temperature Log"; the previous year's logs will be kept on file until the completion of the current calendar year.



Time & Temperature Log

Provider: _____ Meal Site: _____

HDM (Circle one) Hot Cold Year: 20 _____

HOT food must be **140** degrees F or greater; **COLD** food must be **40** degrees F or less. **Maximum time between End of Cooking Time and Serving Time (OR End of HDM Route) is no more than 2 hours.** Time and temperature must comply with these regulations.

Write Date & Food Items in this column	End Cooking Time & Temp	Satellite meal site OR HDM Pack Temp	Serving Time & Temp	Note meal substitutions, temperature issues or other comments (see back)
Date:	Time:	Time:	Time:	
Entrée				
Gravy/Sauce				
Starch				
Veg/Fruit				
Veg/Fruit				
Milk				
Dessert				Temp takers initials:
Date:	Time:	Time:	Time:	
Entrée				
Gravy/Sauce				
Starch				
Veg/Fruit				
Veg/Fruit				
Milk				
Dessert				Temp takers initials:
Date:	Time:	Time:	Time:	
Entrée				
Gravy/Sauce				
Starch				
Veg/Fruit				
Veg/Fruit				
Milk				
Dessert				Temp takers initials:



Date:	Time:	Time:	Time:	
Entrée				
Gravy/Sauce				
Starch				
Veg/Fruit				
Veg/Fruit				
Milk				
Dessert				Temp takers initials:
Date:	Time:	Time:	Time:	
Entrée				
Gravy/Sauce				
Starch				
Veg/Fruit				
Veg/Fruit				
Milk				
Dessert				Temp takers initials:

Submit to ACDFA by Wednesday of the following week, Fax (518) 447-7188 or email the ACDFA RDN.
Time & Temperature Log

Date: _____ Sign _____

Date: _____ Sign _____

Date: _____ Sign _____



Date: _____ Sign _____

Date: _____ Sign _____

I have reviewed the time/temperature log and I am aware of any times and/or temperatures that were out of compliance. If the situation was determined to need immediate attention, as per policy, the ACDFA Registered Dietitian was notified immediately by calling (518) 447-7183 and a copy of this record was faxed to (518) 447-7188.

Date of monthly thermometer(s) calibration _____

Signature of Food Service Staff: _____, Date _____

Director/Coordinator Reviewed: _____, Date _____

Submit to ACDFA by Wednesday of the following week, Fax (518) 447-7188 or email to the ACDFA RDN.

Waiver to Take Meals from Congregate Meal Site

Older adults are at a greater risk for food borne illness due to age, medical conditions, multiple medication use and other lifestyle risks. Improper handling of food places anyone at risk for foodborne illness, but older adults are at an increased risk.

If you would like to take the leftovers of your meal home, it is very important to follow these guidelines to protect yourself from potential foodborne illness.

- You are responsible to bring your own clean containers for your leftovers.
- Hot foods should be kept hot by using an insulated container or bag. You are responsible for bringing your own insulated container.
- Cold foods should be kept cold by placing them in an insulated container/bag (separate from hot foods) with an ice pack. You are responsible for bringing your own insulated container and cold ice pack.
- Foods should be refrigerated within 2 hours of leaving the meal site and dated.
- Leftover food should be thrown out within 2 days of bringing home.
- Proper reheating of hot leftovers should be reheated to 165 degrees F before eating.
- When using a microwave, stir the food half way through the reheating process to distribute the heat evenly.

If you have any food safety questions you can call:

➤ The Albany County Department for Aging Registered Dietitian at (518) 447-7183 ➤

The USDA hotline at 1-888-674-6854.

I have read and understand the information above. I have been given a copy by the congregate meal site staff. I understand that the congregate meal site & the Albany County Department for Aging are not responsible for any mishandling of the food removed from the meal site. I understand that a copy of this document is to be given to me and the original will be kept on file and **renewed** yearly.

Name (print)

Signature

Date

Congregate meal site

Witness

Date

Taking Home Food from a Congregate Meal Site

Policy: Participants will be allowed to take the leftovers of their congregate meal as long as:

- The participant has been informed both via poster, verbal instruction, and has a current signed waiver.
- The participant has brought their own container(s) to transfers ***their*** leftovers food from their plate to the container.
- The participant has agreed to assume all risks and the congregate meal site provider is not responsible for any issues related to the meal once the food is placed in the participant's container and taken from the meal site.

Procedure:

1. The congregate dining site must display this policy and procedure and poster in a location easy for participants to read.
2. Participants' unable to complete their meal have the option to take their leftovers home. Participants must have eaten at least half of their meal. There is no **full meal takeout**.
3. Participants who desire to take home their leftovers will be instructed by the provider and ***must sign a waiver*** in order to take any food from the congregate meal site. The participant will receive a copy of the waiver and one will be kept on file by the congregate meal site director. The waiver must be signed yearly with no lapse in date.
4. The congregate meal site is ***not responsible*** for providing food transport containers.
5. The participant ***must*** bring their own clean containers, including cold packs and insulated bag to transport the food.
6. The participant will transfer their own food to the container/s that will keep the hot meal components *hot* and the cold meal components *cold*.
7. *Regardless* of appropriate container or not, *the* meal site staff must inform the older adult, that taking a meal from the site increases the risk of food borne illness if food not handled properly.

8. The participant assumes all responsibility for the food once it is removed from the congregate dining site.

Congregate Program Policy for Leftovers

- Participants are allowed to take their “leftovers”, described as at “least ½ the meal eaten”, home if they are unable to finish their meal.
 - Congregate meals sites do not allow **full meal takeout**.
 - In order to take food home the participant must sign a waiver agreeing to assume all risks.
 - The participant shall transfer their own food from their plate to their own clean container. The meal site will not provide take home containers.
 - If a participant does not have an appropriate container they will not be allowed to take any portion of the meal.
 - The participant shall take responsibility for all risks, including, but not limited to, safe food handling and potential food borne illness associated with transporting their meal.
- Thank you for your cooperation.

NAPIS Client Registration Form

Albany County Department For Aging

Last Name:		First Name:	
Address:			DOB:
City:		State:	Phone:
ZIP Code:	County:		Gender: ☐ Male ☐ Female ☐ Other
Household Size:	Frail/Disabled: ☐ Yes ☐ No		Veteran: ☐ Yes ☐ No
Living Status: ☐ Alone ☐ w/ Spouse only ☐ w/ Relatives ☐ w/ non-Relatives ☐ LTC Facility ☐ w/ Spouse and others		Marital Status: ☐ Married ☐ Widowed ☐ Divorced ☐ Never Married ☐ Separated ☐ Domestic Partner/Significant Other	
Race : ☐ White ☐ Black ☐ American Indian /Alaska Native ☐ Asian ☐ Native Hawaiian / Pacific Islander		Ethnicity: ☐ Hispanic or Latino ☐ NOT Hispanic or Latino	
Emergency Contact:			
Emergency Contact Phone:			
Household Income Status (At or Below): ☐ 100% ☐ 125% ☐ 150% ☐ 185%			
Limited English Proficiency: ☐ Yes ☐ No		Primary Language:	
Cluster I Services: ☐ Congregate Meals ☐ Nutrition Counseling ☐ Assisted Transport		Cluster II Services: ☐ Info & Referral ☐ Legal Services ☐ Transportation ☐ Outreach ☐ Other	
Determining Nutritional Health			
Read the statements below. Circle the number in the "YES" column for those that apply to you or someone you know. Total the numbers you circled in the "TOTAL" row and see what your score means at the bottom			
	YES		
I have an illness/condition that made me change the kind/amount of food I eat.	2		
I eat fewer than 2 meals a day.	3		
I eat few fruits or vegetables, or milk products.	2		
I have 3 or more drinks of beer, liquor or wine almost every day.	2		
I have tooth or mouth problems that make it hard for me to eat.	2		
I don't always have enough money to buy the food I need*	4		
I eat alone most of the time.	1		
I take 3 or more different prescribed or over-the-counter drugs a day.	1		
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2		
I am not always physically able to shop, cook and/or feed myself.	2		
TOTAL			

A score of 6 or more means you are at a high nutritional risk. Take this checklist to a doctor, dietitian or qualified health or social service professional and talk to them. Ask for specific ways to improve your nutritional health.

Please review all the above information with the client (meal participant) to ensure everything is current & accurate. Please sign below and record the date of the review.

Reviewed by: _____ Date of Review: _____



EXHIBIT L

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
420 WESTERN AVENUE
ALBANY, NY 12203

EMMA L. TEAGUE
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JOSEPH BONARRIGO
EXECUTIVE DEPUTY COMMISSIONER

WWW.ALBANYCOUNTYNY.GOV

POLICY: The “Determining Your Nutritional Health” checklist must be completed for all consumers receiving **congregate meals, home delivered meals and nutrition counseling**. The screening form helps to increase older adults’ awareness about nutrition and health to monitor nutritional status, malnutrition risk and malnutrition.

SCOPE: This applies to all AAA contracted providers as per contractual agreement.

PROCEDURE:

1. The “Determining Your Nutritional Health” checklist is to be complete when a client registers initially, updated annually and/or when there is a change in program services or client status.
2. The checklist may be completed by the client, with assistance provided by a family member or completed through an interview with designated provider employee.
3. The form is completed either directly into NYSOFA statewide client data system or as a hard copy. All statements must have a response in order for an accurate nutritional health score to be determined. When entered in the statewide client data system a score is automatically generated. When using a hard copy, circle the number in the “Yes” column if the statement applies to the client, then total the score of only the numbers circled.
4. If a hard copy is used, the information is required to be entered into the statewide client data system under the client’s NSI field under “Intake”.
5. When the “Nutritional Health Score” has been identified it is suggested that a copy of “Healthy Living for Seniors: Improve Your Nutritional Health” is given for educational purposes. This is available as a supplemental handout.
6. If the client scores at “HIGH NUTRITIONAL RISK” the clients should be directed to take a copy of their Nutritional Risk Screening Form to their healthcare provider.
7. Clients are eligible to receive a nutrition counseling session with the Albany County Department for Aging Registered Dietitian (RDN). If a client is interested in a nutrition counseling referral the provider is to send the referral notice directly through the statewide client data system.

Related Form: “Nutritional Risk Score Screening Form”

Additional Resource: Handout: “Healthy Living for Seniors: Improve Your Nutritional Health”



Meal Program Provider/Site: _____

Participant Name: _____ Date: _____

Determining Your Nutritional Health

Poor nutritional health is often overlooked. Read the statements below. Circle the number in the "YES" column only for the statements that apply to you or the person you are caring for. Total all of the numbers that you circled to find your nutritional health score.

	YES
I have an illness/condition that made me change the kind/amount of food I eat.	2
I eat fewer than 2 meals a day	3
I eat few fruits or vegetables, or milk products	2
I have 3 or more drinks of beer, liquor or wine almost every day.	2
I have tooth or mouth problems that make it hard for me to eat.	2
I don't always have enough money to buy the food I need.	4
I eat alone most of the time.	1
I take 3 or more different prescribed or over-the-counter drugs a day.	1
Without wanting to, I have lost or gained 10 pounds in the last 6 months.	2
I am not always physically able to shop, cook and/or feed myself.	2
Your NUTRITIONAL HEALTH SCORE	TOTAL



0-2	GOOD, remember your nutritional health is very important to your overall health.
3-5	You are at MODERATE nutritional risk. Focus on the areas you answered “Yes” and try to improve your nutrition and lifestyle habits.
6 or higher	You are at HIGH NUTRITIONAL RISK. Show this checklist to your healthcare provider. You are eligible to receive a nutrition counseling session with the Albany County Department for Aging Registered Dietitian. Ask your Senior Meal Provider how to make a referral.

Adapted from: The Nutrition Screening Initiative. 1010 Wisconsin Ave., NW, Suite 800, Washington, DC 20007.

The screening form helps to increase older adults’ awareness about nutrition and health to monitor their nutritional status and risk for malnutrition.

The senior nutrition program is funded by the Albany County Department for Aging, the NYS Office for Aging and the Administration for Community Living.



EXHIBIT M

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COUNTY EXECUTIVE

COUNTY OF ALBANY
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I. Statutory and Regulatory References

- A. Section 315 of The Older Americans Act addresses consumer contributions, i.e., cost sharing and participant contributions.
1. Cost Sharing – Section 315(a) allows cost sharing for certain OAA-funded services provided that the state implements a cost sharing policy complete with a formal sliding scale to be used to determine each older person's share of the cost of the service. Section 315(a) also details several other requirements for a state implemented cost sharing policy including a provision that permits AAAs to request a waiver from the state policy.
 2. Contributions - Section 315(b) of the OAA states that "Voluntary contributions shall be allowed and may be solicited for all services for which funds are received under this act provided that the method of solicitation is noncoercive. Such contributions shall be encouraged for individuals whose self-declared income is at or above 185 percent of the poverty line, at contribution levels based on the actual cost of services." AAAs and service providers may not means test for any service for which contributions are accepted or deny services to any individual who does not contribute to the cost of the service. OAA § 315(b)(4) requires AAAs to ensure that each service provider will:
 - a) provide each recipient with an opportunity to voluntarily contribute to the cost of the service;
 - b) clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary;
 - c) protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution;
 - d) establish appropriate procedures to safeguard and account for all contributions; and



- e) use all collected contributions to expand the service for which the contributions were given and to supplement (not supplant) funds received under this Act.

B. Federal regulations - 45 CFR § 1321.67 imposes requirements on program income.

C. NYS Elder Law § 214(4)(b)(3), as of the date of this policy's issuance, requires the NYSOFA Director to provide by regulation the requirements for any participant contributions and fee schedules used for community service projects and the manner for the accounting and use of any such revenue.

Section 214(4)(k) requires NYSOFA to implement a cost sharing policy for in-home (housekeeping/chore and homemaking/personal care), ancillary, and non-institutional respite services provided under the Expanded In-home Services for the Elderly Program (EISEP).

Section 214(4)(k) also requires cost share for EISEP-like in-home services and noninstitutional respite services under the Community Services for the Elderly Program (CSE). NYSOFA regulations at 9 NYCRR §§ 6654.5 and 6654.6 impose requirements on program income under state funded programs.

Section 6654.5 deals with participant contributions and Section 6654.6 provides program regulations for cost sharing called for under Section 541.4(k) of the NYS Executive Law.

II. Definitions A. Program Income

Income from sources other than federal or state grants. This would include, for example, private pay income and income from the sale of units to a Managed Long Term Care (MLTC) plan. This would not include fundraising, endowments, bequests or other gifts, or private grants.

B. Types of Program Generated Income

1. Contribution – Unless specifically stated otherwise, the term contribution shall mean funds voluntarily paid to the AAA or a contracted service provider by a service participant or their family member and/or caregiver at the time of or as a result of delivery of one or more services.
2. Cost Share - When used in this Program Instruction, unless specifically stated otherwise, the term cost share or cost sharing means a mandatory fee for inhome



services, ancillary, or non-institutional respite services provided in accordance with EISEP standards. Such fees are based on the service recipient's income with allowances for factors such as housing expenses.

3. Sale of Assets Purchased with Grant Monies - Proceeds from the sale of assets that were originally purchased with grant funds and required matching funds.

C. Terminology

1. Cash – Cash may refer to currency, checks, money orders, or a combination of any or all of the three.
2. Client – When used in this policy “client” will generally refer to the service recipient unless the term is somehow qualified to imply a different meaning.
3. Consumer – Consumer can be the service recipient or a family member or other caregiver.
4. EISEP In-home Services, including consumer directed – Homemaking/personal care and housekeeping/chore services funded under the Expanded In-home Services for the Elderly Program (EISEP).
5. EISEP-like Services including consumer directed - Homemaking/Personal Care, Housekeeping/Chore, and non-institutional respite services funded under the Community Services for the Elderly Program (CSE).
6. Invoice – An itemized statement of services, which requires payment of a certain amount.
7. Payment(s) – Funds received by the AAA or contractor. Payments may be for contributions, cost sharing, or other purposes.
8. Service Provider – The AAA, a contractor of the AAA, or a contractor of NYSOFA that administers programs to provide services to older New Yorkers and/or their families and other caregivers.

III. Contributions A. General Standards



1. Contributions are not appropriate for all services. Those services for which there is normally a charge in the community should generate contributions. Other services may be inappropriate for the generation of contributions because they are typically free in the community (e.g., information and assistance or outreach). However, contributions can be accepted for all activities funded and/or operated by the AAA and for the general operation of the AAA and its contractors as well.

Services for which contribution policies and procedures must be developed include:

adult day services	housekeeping/chore
caregiver services	legal assistance
case management	nutrition counseling
congregate meals	personal emergency response
homemaking/personal care	residential repair/renovation
home-health aide	shopping assistance
home delivered meals	transportation
in-home contact and support health promotion	assisted transportation

AAAs can choose to develop contribution policies and procedures for other services as appropriate.

2. Providers are not required to set either a suggested amount or a suggested range for contributions. Should the provider choose to set amounts, the suggested amounts should be based on the actual cost of services.
3. AAAs must consult with relevant service providers and older adults in the AAA's planning and service area to determine the best method for accepting contributions.
4. For OAA-funded programs, individuals whose self-declared income is at or above 185 percent of the poverty line must be encouraged to contribute at the actual cost of services.
5. Consumers of services must be informed of and provided with the opportunity to voluntarily contribute to the cost of the services funded by any program administered by or through NYSOFA. However, if the service recipient is required to cost share, no contribution shall be solicited for that service.
6. Caregivers can similarly be informed of the opportunity to voluntarily contribute.



7. Consumers of services must be informed of the purpose for and use of contributions (see Section VII of this policy).
8. No service recipient may be denied a service because of inability or unwillingness to contribute.
9. Periodic communications about contributions may be sent, with a frequency not to exceed once per month for the same service to the same client.
10. Providers are required to allocate contributions to expand the service for which it was given.
11. Contributions for multiple services received at one setting or in one continuous sequence must be accounted for with consideration for the program requirements of the program funding the services, the most predominant requirement being to expand services under the program that funded the original service. If the various services are funded under one program, e.g., CSE, the client may be advised to make one contribution for all services received. If the services are provided under more than one program, they must be accounted for separately by some means, e.g., color coded envelopes.

If contributions are received for contracted services, and funding is provided under an Older Americans Act program, all contributions must be accounted for and utilized by the contractor that has provided the applicable service.

Potentially, these requirements may make it difficult to account for contributions when multiple services are provided. AAAs are encouraged to discuss the more complex situations with their assigned program and/or fiscal NYSOFA staff.

12. When a special event (holiday party, picnic, etc.) is reported as a congregate meal all contribution requirements relating to a congregate meal must be applied to the special event. In addition, if federal and/or state funds (including county funds as match) are used to fund part or all of the event, all requirements specific to the funding stream(s) utilized must be followed.

B. Establishing Suggested Contribution Amounts

1. The suggested amount for contributions may not exceed the cost of the service.



2. Actual costs must be considered in setting the suggested contribution level.
3. Recommended contribution amounts are to serve only as guides to service users and are not to be used in a coercive manner.
4. Service providers should not attempt to support the entire program from contributions.
5. AAAs must consider the income ranges of older adults in the AAA's planning and service area and the service provider's other sources of income when the AAA is developing a contribution schedule.
6. Suggested contributions may be either:
 - a) Fixed or flat rate not to exceed the cost of the service (e.g., \$3.00 per meal, \$1.50 per trip or zone); or
 - b) Sliding scale contribution. At the top of the scale, the suggested contribution would be set at the full cost of service for those with incomes of 185% or more of the Federal Poverty Level (FPL). In setting up schedules, be realistic about the maximum and minimum points of the scale.
7. Program/Service Specific Information.
 - a) Congregate and Home Delivered Meals:

Electronic benefit transfers (EBT) under the Supplemental Nutrition Assistance Program (SNAP) program may be accepted for Congregate and Home Delivered Meals contributions.
 - b) Cost Share Services:

Contributions cannot be solicited from an individual who pays a cost share for that specific service.

C. Methods for Informing Individuals of the Opportunity to Contribute

1. Regardless of the medium used to relay the contributions request, AAAs should take the same care with all communications. These rules apply to any request for contributions.



2. Communications, electronic or otherwise, may include information concerning services and contribution policies and may request but not demand contributions from individual consumers.
3. When discussing contribution amounts, AAA or contractor staff may advise service recipients of the actual cost of the service, suggested contribution amount (if any), and the opportunity to make a voluntary contribution. Materials reflecting suggested contribution levels, e.g., sliding fee scales, service costs, etc., may be given to the client for guidance.
4. Great care must be taken in the development and use of statements of actual costs of services to ensure that they are not perceived as being coercive or resemble an invoice or bill in any way.
5. Any reference related to a suggested contribution amount that implies a fee, e.g. "you should pay," "you ought to be able to afford," or "your fair share is," is prohibited.
6. For those services for which contribution policies and procedures are developed, methods of informing participants include the use of letters, signs, and other materials.
7. Communications, printed or electronic, from AAAs and/or contractors specifically soliciting contributions,
 - a) must meet the following requirements:
 - i. Due recognition must be given to the source of the program funds, generally the US Department of Health and Human Services - Administration on Community Living (ACL) and/or NYSOFA. If other entities provide funding, e.g., County Government, it would be reasonable to give them due recognition also.
 - ii. A statement that explains that contributions made as a result of receiving service(s) are completely voluntary and that services will not be affected because of an inability or unwillingness to contribute.
 - iii. If a suggested contribution amount is included, it must be clear it is only a guide and, if participants choose to contribute, their contribution should reflect their own circumstances. However, individuals whose self-



declared income is at or above 185% of the FPL shall be encouraged to contribute at the actual cost of services.

- iv. An explanation of the purpose for and use of contributions, and that all contributions are to be used to expand the service for which the contributions were given.

b) may include:

- i. The amount of the suggested contribution for specific services.
- ii. Information on the full cost of the service.
- iii. A statement that a receipt may be provided for contributions made.

c) must not include:

- i. Use of the word “donation” when referring to a “contribution.”
 - ii. Using the word “free” to describe a service which is funded under the Older Americans Act or the New York State Elder Law.
 - iii. Language that suggests there will be any consequence because the client decided not to contribute.
 - iv. Language that suggests that income is a factor in determining eligibility for a program.
 - v. Any indication that the contribution will be tax-deductible.
 - vi. Terms such as “amount due,” “your fair share,” or any other language that suggests the recipient is required to pay an amount.
- d) Written communications soliciting contributions may not be distributed more than once a month for the same service to the same client.

8. Signs.

- a) Signs may be used at the point of service (e.g., transportation, health promotion activities).



b) When a sign is used, it must:

- i. State the voluntary nature, purpose, and use of contributions; and
- ii. Give credit to the funding sources, e.g., ACL, NYSOFA, the county, etc.

c) A sign may state:

- i. The suggested amount of contribution; and
- ii. The actual/approximate cost of the service.

d) For Congregate Nutrition Sites:

- i. Signs are required.
- ii. Signs must state the suggested amount of contribution, including the full cost of service and/or guest meal.

IV. Cost Share- Under the EISEP and CSE programs - certain clients who receive EISEP or EISEP-like services other than case management must cost share according to the sliding scale developed by NYSOFA. Cost sharing policy is extensively documented in the EISEP standards and regulations and the cost sharing forms and income levels are updated on an annual basis. Therefore, this policy will only address cost sharing from the standpoint of proper accounting and safeguards for cash received.

V. Sale of Assets Purchased with Grant Funds

- A.** When selling or trading assets purchased with state or federal grant funds, the overriding principle is that the proceeds from the sale (i.e., income) will stay with the program where the funds to purchase the asset originated.
- B.** If the program funding used to purchase the asset no longer exists, the proceeds from the sale must be used in other programs administered by the AAA or contractor that meet the same need or serve the same program area.
- C.** If the asset was sold or traded-in to acquire a replacement asset, the replacement asset must be used for substantially the same purposes as the asset being disposed.



- D.** The NYSOFA Equipment Inventory & Disposition Form is designed to account for the original funding for the purchase of the asset and to eventually document and account for the disposition of the asset. It also provides very good documentation for an agency's inventory purposes. A copy of this form can be obtained from the fiscal team at NYSOFA.

VI. Confidentiality

- A.** Program-generated income must be handled in a manner that protects the privacy and confidentiality of all individuals. Envelopes may be made available for participants to make contributions. They may be encoded to facilitate accounting for contributions by program or service, but not so that the contributor can be identified.
- B.** Cost share income is not confidential as the payee's identity must be known by the AAA or its contractor so that proper accounting records can be maintained. However, the financial information known about the program recipient may never be used for any purpose other than calculating or collecting the required cost share amounts or determining eligibility for participation in other program(s).

VII. Use of Income

A. Expansion of Services.

- 1. All program-generated income must be utilized to expand or support services delivered under the program for which it is collected.
 - a) For all Older Americans Act programs, contributions must be used to expand the services of the provider that collects the contributions. Under state programs and federal programs not regulated by 45 CFR § 1321.67 (i.e., not established under provisions of the OAA), service expansion must comply with item VII.A.1. above although not necessarily at the same service provider.
 - b) One exception to this rule is cost share receipts collected under EISEP, which may be transferred to CSE and used to expand CSE services.
- 2. All program income must be utilized to expand or support services during the program period in which it is collected. If a service is provided during the 12th month of a program period and a contribution is received by the service provider in the first month



of the subsequent program year, services must be expanded in the latter period. Program income may not be accumulated and used to form a fund balance.

B. Use of Income as Match.

1. Income generated through the provision of services funded by Older Americans Act-funded programs may not be used for local matching purposes.
2. Contributions generated under CSE and EISEP can be used as a “match of last resort.” The term “match of last resort” implies that without using these contributions as match, there are not sufficient local funds available to match the state grant, services to older New Yorkers would need to be curtailed, and state funds would go unexpended. When local funding is available to match CSE and EISEP, contributions may not be used as match.
3. Cost share receipts may not be used as local match under NYSOFA’s current cost share policy.

VIII. Safeguards for Program Income

- A.** Except as provided in paragraph B below, all paid staff members, both AAA and contractor staff, who handle program income must be bonded with the exception of government employees (who are already covered) and attorneys providing legal services (who already operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court).

Bonding is insurance against the misappropriation of funds. Should there be a theft, the bonding company will cover the losses (subject to potential limits and deductibles) so that the programs for older adults will not suffer. Agencies can obtain a “Blanket Fidelity Bond” for all employees. Volunteers who jointly count program income with a staff member are not required to be bonded. A volunteer must never count program income without a bonded employee present.

- B.** As an alternative to bonding, a provider may obtain a commercial insurance policy that would cover losses arising from employee theft. If a provider has an insurance policy covering for losses due to employee theft, fraud, or embezzlement, the AAA may accept such proof of insurance coverage as a substitute for bonding. If a provider seeks to use insurance as a substitute for bonding, the provider should be required to produce proof of such insurance to the AAA. The AAA is responsible for verifying that the insurance coverage is a comparable substitute for bonding of provider staff and is adequate to safeguard program income.



- C. After program income is initially counted and recorded on cash receipts logs (or ledgers), the fewest possible number of people must handle cash. Staff preparing cash receipts for deposit should count the cash and reconcile it to the cash receipt logs before preparing the deposit. Discrepancies should be explained and corrected.
- D. Program income must not be taken home. The entire amount of program income collected should be deposited in a bank on a daily basis. When this is not possible, funds must be stored in a secure location at the AAA or contractor office daily and deposited in a bank no less frequently than weekly.
- E. Under no circumstance will it be acceptable to make withdrawals or loans or cash checks from program income received. The entire amount of the program income collected must be deposited into a bank account and then used for the purpose intended, i.e., expansion or support of program and services.
- F. Periodic, but no less than monthly, reconciliations of cash receipt records (certifications of daily contributions and cash receipt logs), deposit slips and bank statements must be performed and any discrepancies investigated and explained to the AAA Director's satisfaction. When possible, the person performing these reconciliations should not be involved in collecting, counting, or depositing the program income.
- G. Records of program income received at congregate sites, on each meal and transportation route, and in the service provider or AAA office should be maintained and periodically analyzed. Irregularities should be brought to the AAA Director's attention.
- H. Variations in safeguards for handling different types of program income that is collected in different settings.
 - 1. Contributions Collected in a Congregate Setting.
 - a) Contributions must be deposited into a locked box by the program participant. For confidentiality purposes, envelopes may be provided to the participants.
 - b) Congregate Meal staff/volunteers should not have access to the contents of the locked box other than to count contributions at the end of the meal service. Contributions must be jointly counted daily by at least two people, as described in VIII.A above.



- c) Each person counting the contributions must sign a form certifying the amount collected for each day. If contributions are received for services funded by more than one program (e.g., III-C-1 and WIN), the accounting system must capture the amount of contributions generated by each program.

2. Contributions Collected by Home Delivered Meal Route Drivers.

- a) Contributions must be deposited into a locked box. The deposit should be made directly by the service recipient when possible. When it is not possible or practical for the service participant to place the contribution into a locked box, the contribution should be given to the person delivering the meal in a sealed envelope that can be placed in the locked box upon return to the vehicle. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.
- b) The locked boxes must be opened at the AAA or contractor and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-C-2 and WIN), the accounting system must capture the amount of contributions generated by each program.
- c) When feasible, drivers should be rotated among routes.

3. Contributions Collected by Transportation Drivers.

- a) Contributions must be deposited into a locked box. The deposit should be made directly by the senior when possible. For confidentiality purposes, envelopes may be provided to the participants. The driver must not have access to the contents of the locked box. The locked boxes should be returned to the AAA or contractor at the end of each route.
- b) The locked boxes must be opened at the AAA or contractor's office and counted daily by two staff members when possible. Each person counting the program income must co-sign a form certifying the amount of cash counted for each day. If contributions are received for services funded by more than one program (e.g., III-B and CSE), the accounting system must capture the amount of contributions generated by each program.
- c) When feasible, drivers should be rotated among routes.



4. Contributions, Cost Share, and Other Income Received at AAA or Contractor Offices.
 - a) Program income received through the mail or dropped off at AAA or contractor offices should be recorded in ledgers by the staff person receiving and opening the mail. Receipts should then be forwarded to appropriate staff for preparation for deposit.
 5. Contributions Collected by Legal Services: In regard to the Legal Assistance Program, there are exceptions to some of the general requirements for contributions. These are:
 - a) Bonding: Because all attorneys operate under standards for client funds contained in the Rules of Professional Conduct, enforced by the Appellate Divisions of the Supreme Court, it is considered unnecessary for the attorneys to obtain performance bonds. This should not be considered in any way to lessen the obligation to account for contributions; these funds should be treated in the same manner as client funds, and should be accounted for according to normal budgeting requirements.
 - b) Daily counting of contributions: Because the provisions of the New York Rules of Court and the Rules of Professional Conduct are applicable to this area, daily reporting is considered unnecessary.
 - c) In all other respects, the contributions policy for legal assistance must conform to the requirements of this policy on program income.
- I. Receipts shall be provided upon request of the service recipients or those acting on their behalf.

IX. Accountability For All Program Income: An audit trail of all incoming program income must be maintained by program (e.g., III-B, III-C-1, CSE). Within EISEP and CSE, contributions and cost share must be accounted for separately. The ledger and supporting documentation (e.g., deposit slips, certified forms, etc.) must provide a clear audit trail so that at any given time it is known how much and what type of income has been collected from each program. Whenever possible, accounting records must be kept by someone not involved in handling cash receipts.

X. Fundraising Activities

- A. Fundraising activities aimed at the general public are permissible and encouraged. However, as noted below, the cost associated with fundraising activities is not allowable under NYSOFA



administered grant programs but the costs may be offset against the revenue derived from the fundraising activity.

1. 2 CFR § 200.442(a) applies to both municipalities and not-for-profit organizations. It states that “Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. Proposal costs are covered in § 200.460 Proposal costs.”

- B.** Donations that are not received as a direct result of a delivery of a service may be used as appropriate under the laws governing their type of organization (i.e., Municipal Law or Not-for-Profit Incorporation Laws). These donations may come from fundraising activities or as an unsolicited gift.

XI. Approval of Contractor Program Income Procedures - Procedures used by AAA contractors to implement these policies are subject to prior approval by the AAA.

PROGRAMS AFFECTED: Title ☒ III-B Title III- ☒ C-1 Title III-C- ☒ 2
☒ Title III-D ☒ Title III-E CSE ☒ WIN Energy ☒
☒ EISEP NSIP ☒ Title V ☐ HIICAP ☐ LTCOP ☐
☐ NY Connects ☒ Other: Any NYSOFA program which generates Program Income

CONTACT: Aging Services Representative

CLAIM FORM

TAX EXEMPT

TAX ID. NO. > 14-6002563

SOLD TO: COUNTY OF ALBANY,		LEAVE THESE SPACES BLANK	
NEW YORK		RECEIVED FOR AUDIT AMOUNT \$	
CLAIMANT:		ORDER	EXTENSIONS
ADDRESS: Vendor #		CLAIM APPROVED THIS DATE _____, 20__ FOR \$ _____	
		SIGNED: _____ AUDITOR	
OFFICE OR DEPARTMENT: AGING	CODE: A96772.4.4046.CONG	DATE PAID	CHECK NO.

PROGRAM: CONGREGATE
SERVICE PERIOD: FROM: _____ TO: _____

FROM ENCLOSED ATTACHMENT TOTAL SUBSIDY PAYMENT:		\$	
LESS CONTRIBUTIONS RECEIVED:		\$	
NET PAYMENT:	TOTAL	\$	

CERTIFICATE OF CLAIMANT

I, do hereby certify
(Print or type name of person certifying, whether claimant, member of firm, or officer of corporation)

that I am(if individual, leave blank; if partner, write "a member of the firm (naming the firm)"; if corporation, title of officer and name of corporation) and that this claim is true and correct and that the amount claimed is due, owing and unpaid; that the services were actually rendered, the disbursements actually and necessarily made or the supplies or equipment actually delivered and that the consideration has passed to the County of Albany as stated herein; that no Federal or State taxes for which the County is exempt are included in the purchase price. Certified true and correct.

NOTICE TO INDIVIDUAL CLAIMANTS

If this claim is being submitted for payment to an individual for services rendered or for any reason other than reimbursement of expenses incurred on county business, you must supply your Fed. Tax ID. No. or your Social Security No. in the space provided.

FEDERAL TAX IDENTIFICATION
NO. OR SOCIAL SECURITY NO. >

.....
CLAIMANT

By

Dated....., 20.....

CERTIFICATE OF APPROVAL BY DEPARTMENT HEAD OR OFFICER THROUGH WHOM CLAIM ORIGINATED

I hereby certify that the services enumerated in this claim were actually rendered by the persons named; the disbursements made; or the supplies or equipment were actually delivered, accepted, counted and inspected by me and are satisfactory and of the quantity and quality specified in such claim; that the contract price has been earned; that the services, disbursements, supplies or equipment were necessary and have been, or will be, applied to the use of this department.

Dated....., 20.....

.....
Head of Department

CLAIM NO.



Congregate Meal Satisfaction Survey

We hope you are pleased with the meals you are receiving. We are very interested in your opinion about the senior nutrition program. We invite you spend a few minutes filling out this confidential survey.

Site Location:		Date:		
 <i>Please check one corresponding box and provide any additional comments in the space below the statement.</i>		 Yes	 Neutral	 No*
1.	The meal program staff are friendly and inviting.	☐	☐	☐
2.	The meal site is clean and comfortable.	☐	☐	☐
3.	The menu has a good variety of food.	☐	☐	☐
4.	The meals are adequate and look appealing.	☐	☐	☐
5.	I feel the meals are healthy and nutritionally balanced.	☐	☐	☐
6.	I would recommend the program to a friend or neighbor.	☐	☐	☐
7.	It is easy to make a meal reservation?	☐	☐	☐
8.	I like the socialization from participating in the congregate meal program?	☐	☐	☐
My favorite meals are: (List no more than three)				
My least favorite meals are: (List no more than three)				

***Provide more information**

OVER



The monthly menu is available to take home? **Yes** **No**

Did you know there are multiple senior meal sites in Albany County? **Yes** **No**

Which senior meal site(s) do you attend? (Check all that apply)

Beltrone_____	Green Island_____	Cohoes_____	Berne _____
Bishop Broderick_____	Ravena_____	Watervliet_____	Wyman Osterhout _____
Sheehy Manor_____	Civill Apartments_____	Westview_____	St. Matthews_____
King Thiel_____	Parkview_____	South Mall Tower_____	Van Allen _____
Guilderland_____	Townsend_____	Ohav Sholom_____	.
Albany JCC_____	Frank Chapman_____	Livingston Apts._____	

How many meals do you attend per week? (Circle one) **1** **2** **3** **4** **5** **or more**

What do you enjoy the most about the senior meal program?

Are there any improvements that need to be made to the meal program?

Overall rating of the meal program: (circle one)



Excellent **Good** **Fair** **Poor**



*The senior nutrition program is funded by the Albany County Department for Aging, The
NYS Office for Aging and the Administration for Community Living.*

Additional comments/suggestions:

Thank you, your input is greatly appreciated!

Please return this confidential survey to the congregate site manager.

**Outcome and Performance Report
Congregate Meal Program**

Provider	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Total number of clients served	JAN-MARCH	APRIL-JUNE	JULY-SEPTEMBER	OCTOBER-DECEMBER
Total number of distributed surveys	0	0	0	0
Total number of returned surveys	0.00	0.00	0.00	0.00
Percent returned	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

1. The meal program staff are friendly and inviting.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
2. The meal site is clean and comfortable.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
3. The menu has a good variety of food.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
4. The meals are adequate and look appealing.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
5. I feel the meals are health and nutritionally balanced.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
6. I would recommend the program to a friend or neighbor.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
7. It is easy to make a meal reservation.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0
8. I like the socialization from participating in the congregate meal program.	0	0	0	0
Yes	0	0	0	0
Neutral	0	0	0	0
No	0	0	0	0

We hope you are pleased with the meals you are receiving. In order to improve the quality of services we provide, the Albany County Department for Aging would appreciate if you spent a few minutes filling out this confidential survey.

Site Location:		Date:		
Program Topic:		Presenter:		
I was made aware of this presentation(circle one) Today Yesterday Last week I was not aware				
 <i>Please check one corresponding box and provide any additional comments in the space below the statement.</i>		 Yes	 Neutral	 No
1.	I look forward to the nutrition programs.	☐	☐	☐
2.	The material was presented so that I could understand.	☐	☐	☐
3.	The topic presented was interesting.	☐	☐	☐
4.	If handouts were provided, are they useful?	☐	☐	☐
5.	I will use this information.	☐	☐	☐
6.	The information provided will help improve my health.	☐	☐	☐
7.	I will share this information with family and friends.	☐	☐	☐
8.	I learned something new from this program.	☐	☐	☐
If so, what:				
9.	I enjoyed this program.	☐	☐	☐
10.	Your ideas for future topics:			
Overall rating of the program: (circle one) Excellent Good Fair Poor				

Comments/Suggestions:

Please return this confidential survey to the congregate site manager.

Thank you, your input is greatly appreciated!

*The senior nutrition program is funded by the Albany County Department for Aging, the
NYS Office for Aging and the Administration for Community Living.*



EXHIBIT R

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
420 WESTERN AVENUE
ALBANY, NY 12203

EMMA L. TEAGUE
COMMISSIONER

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188

JOSEPH BONARRIGO
EXECUTIVE DEPUTY COMMISSIONER

WWW.ALBANYCOUNTYNY.GOV

POLICY: Nutrition and related consumer health information will be provided to all seniors participating in the senior nutrition program.

SCOPE: This applies to all congregate and home delivered meal providers as per contractual agreement.

PROCEDURE:

Under the direction of the senior meal program director/manager nutrition and health education will be delivered as follows:

Congregate and HDM Providers:

The monthly “Nutrition & Health Newsletter” is created by the ACDFR Registered Dietitian (RDN). The newsletter should be distributed monthly. Providers will distribute the monthly newsletter to seniors participating in the congregate and/or HDM nutrition program. The number of distributed newsletters is recorded on the “Nutrition Education Report” under the designated meal program (congregate or HDM).

Congregate Providers:

1. Congregate meal providers should be coordinating nutrition and consumer health related program presentation no less than six times in a calendar year.**
2. When scheduling a nutrition and health program presentation, or distributing the monthly newsletter, do so during “high attendance” meal days to capture a larger audience. The exception is with HDM distribution, which include all meal recipients.
3. Suggested presentation format: lecture, demonstration, interactive quiz or game, food preparation or taste samplings.
4. Allow fifteen (15) minutes in length for the presentations, with additional five (5) minutes for Q&A.
5. The program director/manager, designate staff or volunteer may present a topic from the ACDFR “Nutrition & Health Tidbits” monthly newsletter as an option for nutrition education presentation with group participation. This method should be limited to no more than 2 times in a calendar year.



6. Attendance is to be taken at the congregate meal site for those who attended the nutrition and health education presentation. The attendance sheets is to be kept on file for one year with a copy of the nutrition education material(s).
7. The director/manager or designee will complete the “Nutrition and Health Education Report” form to record the number of seniors receiving nutrition and health education specific to the program and delivery method. The Nutrition Education Report is submitted with the monthly voucher.
8. A “Nutrition Education Survey” is to be completed a minimum of once annually for one nutrition and health program presentation at a congregate site. The original surveys and attendance records are kept on file for one (1) year.

**** NOTE:** The topic of presentation should meet the criteria for nutrition and related consumer health, which is determined by the RDN. Providers are requested to contact the RDN for review and approval.

Recommended contacts for Congregate Nutrition and Health Programs:

ACDFA Dietitian

Grace Green

(518) 447-7178

Grace.green@albanycountyny.gov

Albany County Department of Health

Health Education Resources

175 Green Street

Albany, NY 12202

Peyton J. Harrison

Tel. (518) 447-4639

Peyton.Harrison@albanycounty.gov

Related forms: Nutrition and Health Presentation Survey

**Albany County Department for Aging
Nutrition and Health Education Report
Submit completed form with monthly voucher**



Provider: _____ **Reporting Month/Yr.** _____

Home Delivered Meals: Nutrition & Health Tidbits News (Monthly)

Provider	Date	# distributed

Congregate Sites: Nutrition & Health Tidbits News (Monthly)

Site	Date	# distributed

Nutrition and Health Education Presentations (Minimum 6 at each congregate site annually)

Site	Date	# of Attendee	Presenter	Topic

**** Note:** The topic of presentation should meet the criteria for nutrition and related consumer health, which is determined by the RDN. Providers are requested to contact the RDN for review and approval. (Attachment E, Policy Nutrition Education Presentation Procedure)

Nutrition Education Survey (Complete survey a minimum of once annually at each congregate site)

Site	Date	# of participants completing survey

Retain this form and the attendance sheets for one (1) year for monitoring purposes.



EXHIBIT S

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN,
JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
420 WESTERN AVENUE
ALBANY, NY 12203

ADMINISTRATION: (518) 447-7198
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EMMA L. TEAGUE
COMMISSIONER

JOSEPH BONARRIGO
EXECUTIVE DEPUTY
COMMISSIONER

U.S.D.A. Cash-in-lieu of Commodity Foods Program

SUBCONTRACTOR/CATERER CERTIFICATION

INSTRUCTIONS: This form must be completed by the Subcontractor/Caterer and submitted to the Area Agency with copies of applicable receipts. The receipts and a copy of this Certification must be maintained on file by the Area Agency for audit review.

The Area Agency must submit the original and one copy to the State Office for the Aging.



Area Agency on Aging: Albany County

Program Period: _____ to _____

Expenditure Period: _____ to _____

Subcontractor/Caterer:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Reimbursement: Claimed for Expenditures for U.S. Grown Food: .74 x _____ = \$ _____

Payee Certification

I certify that the above expenditures have been made, that the claim is just and correct, that no part thereof has been paid except as stated, that the balance is actually due and owing, and that taxes from which the State is exempt are excluded. I certify that the dollar value of U.S. grown food purchased during this period is equal to at least the dollar amount requested above.

Signature of Subcontractor

Title

Date

Area Agency Use Only

I certify that this claim is correct and payment is approved.

Signature of AAA Director

Title

Date

NYS Agency-Based Voter Registration Form



"If you are not registered to vote where you live now, would you like to apply to register here today?"

☐ YES (If you check yes, please complete VOTER REGISTRATION APPLICATION at bottom of

☐ NO because I choose not to register OR

☐ I am already registered at my current address OR

☐ I asked for and received a mail registration form.

If you do not check any box, you will be considered to have decided not to register to vote at this time.

_____/____/____
(Signature) (Date)

Please Print Name _____

Important!

Applying to register or declining to register to vote will not affect the amount of assistance that you will be provided by this agency.

If you would like help filling out the voter registration application form, we will help you. The decision whether to seek or accept help is yours. You may fill out the application form in private.

Informaci6n en espal'ol: si le interesa obtener este formulario en espal'ol, llame al 1-800-367-8683

NVRA-05 (07/2012)

VOTER REGISTRATION APPLICATION (instructions on back)

☐ Yes, I need an application for an Absentee Ballot

Please print or type in blue or black ink

☐ Yes, I would like to be an Election Day worker

1	Are you a U. S. citizen?		2	Will you be 18 years old on or before election day?		For Board use only!
	Yes ☐ No ☐			Yes ☐ No ☐		
		If you answered NO, do not complete this form.		If you answered NO, do not complete this form unless you will be 18 by the end of the year.		
3	Last Name	First Name	Middle Initial	Suffix		
4	Address where you live (do not give P.O. address)		Apt. No.	City/Town/Village	Zip Code	County
5	Address where you get your mail (if different from above)		P.O. Box, star route, etc.	Post Office	Zip Code	
6	Date of Birth	7	Sex (circle) M F	8	Home Tel. Number (optional)	
10	The last year you voted	Your Address was (give house number, street and city)			9	ID Number-Check the applicable box and provide your number: ☐ New York DMV number _____ If you do not have a New York OMV number, please provide: ☐ Last four digits of your Social Security Number _ _ _ _ ☐ I do not have a New York Driver's license number
	In county/state	Under the Name (if different from your name now)				
11	Choose a party -- Check one box only ☐ Democratic Party ☐ Republican Party ☐ Conservative Party ☐ Working Families Party ☐ Independence Party ☐ Green Party ☐ Other (write in) _____ ☐ I do not wish to enroll in a party			12	AFFIDAVIT: I swear or affirm that • I am a citizen of the United States. • I will have lived in the county, city or village for at least 30 days before the election. • I will meet all requirements to register to vote in New York State. • This is my signature or mark on the line below. • The above information is true, I understand that if it is not true, I can be convicted and fined up to \$5,000 and/or jailed for up to four years. _____ (Signature or Mark in Ink) (Date)	

(Optional) Register to donate your organs and tissues

Last Name _____
 First Name _____
 Middle Initial _ _ _ Suffix _____
 Address _____
 Apt Number _ _ Zip Code _____
 City _____
 Birth Date _ _ - Sex ☐ M ☐ F
 Eye Color _ _ Height _ Ft. _ In.

By signing below, you certify that you are:

- 18 years of age or older
- Consent to donate all of your organs and tissues for transplantation, research, or both;
- Authorizing the Board of Elections to provide your name and identifying information to DOH for enrollment in the Registry;
- And authorizing DOH to allow access to this information to federally regulated organ procurement organizations and NYS-licensed tissue and eye banks and hospitals upon your death.



Sign

Date

Qualifications for Registration

You Can Use This Form To:

- register to vote in New York State;
- change your name and/or address, if there is a change since you last voted;
- enroll in a political party or change your enrollment.

To Register You Must:

- be a U.S. citizen;
- be 18 years old by December 31 of the year in which you file this form (note: You must be 18 years old by the date of the general, primary, or other election in which you want to vote.);
- be a resident of the County, or of the City of New York at least 30 days before an election;
- not be in jail or on parole for a felony conviction; and
- not claim the right to vote elsewhere.

Important!

If you believe that someone has interfered with your right to register or to decline to register to vote, your right to privacy in deciding whether to register or in applying to register to vote, or your right to choose your own political party or other political preference, you may file a complaint with:

NYS Board of Elections

40 North Pearl St, Suite 5

Albany, NY 12207-2729

Telephone: 1-800-469-6872;

TDD/TTY users contact the New York State Relay at 711;

or visit our web site – WWW.elections.ny.gov

Your decision to register will remain confidential and will be used only for voter registration purposes. Anyone not choosing to register to vote and/or information regarding the office to which the application was submitted will remain confidential, to be used only for voter registration purposes.

Verifying your identity

We will try to check your identity before Election Day, through the **DMV number (driver's license number or non-driver ID number)**, or the **last four digits of your social security number**, which you will fill in Box 9.

If you do not have a DMV or Social Security number, you may use a valid photo ID, a current utility bill, bank statement, pay-check, government check or some other government document that shows your name and address. You may include a copy of one of those types of ID with this form.

If we are unable to verify your identity before Election Day, you will be asked for ID when you vote for the first time.

To complete this form:

It is a crime to procure a false registration or to furnish false information to the Board of Elections.

Box 9: You must make one selection. For questions refer to *Verifying your identity above*.

Box 10: If you have never *voted* before, write "None". If you can't remember when you last *voted*, put a question mark(?). If you *voted* before under a different name, put down that name. If not, write "Same".

Box 11: Check one box only. To *vote* in a primary election, you must be enrolled in one of these listed parties - Except the Independence Party, which permits non-enrolled *voters* to participate in certain primary elections.

EXHIBIT U

SERVICE DESCRIPTION	PLANNED # OF UNITS	SUBSIDY RATE	Total
Congregate Meal			0