

ASSURANCE OF ABILITY TO MEET REQUIREMENTS OF THE ELDERLY NUTRITION PROGRAM

The undersigned Elderly Nutrition Project (ENP) respondent (respondent) submits this application for a contract award under Title III of the Older Americans Act, as amended, and understands and agrees that, in addition to other provisions described elsewhere in this application package, provision of the following requirements are part of the official application package and as such become binding upon the execution of the contract for any award of Elderly Nutrition Project funds by the Agency on Aging.

The undersigned respondent agrees to provide services and conduct program activities in a manner that is consistent with the program and financial plans set forth in the approved application package and consistent with all applicable federal, state, and local statutes, rules, regulations, and guidelines. The undersigned respondent will ensure that its staff is familiar with and shall carry out all activities in compliance with federal, state, and local statutory and regulatory requirements.

The undersigned respondent assures that, should it be awarded an elderly nutrition program contract, all of the following elderly nutrition program and standard assurance requirements will be provided under that contract:

INITIAL INDICATES COMPLIANCE AGREEMENT	ELDERLY NUTRITION PROGRAM REQUIREMENTS
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Administrative

	1. Respondent will focus any publicity and outreach efforts in a manner designed specifically to include persons age 60 and above in the following target populations: at or below 100% of the DHHS federal poverty level, minorities (Black/African American, Hispanic, Native American/Alaskan Native, Asian American, or Native Hawaiian/Pacific Islander), at or below 150% of the DHHS federal poverty level, rural, with limited English proficiency, with severe disabilities, at-risk of institutionalization, and with Alzheimer’s and related disorders.
	2. Respondents will establish and utilize a reservation system that will provide for the most efficient possible use of Title III funds, allow for sufficient meals to be made available daily, and facilitate collection of required MIS data. Only meals that are served to eligible participants and reported through the MIS system will be eligible for Title III reimbursement.
	3. Respondents will submit accurate monthly service utilization and client data that complies with the Management Information System. When the MIS data does not agree with the monthly invoice, payment will be based on the current MIS data.
	4. Respondent will not be reimbursed for Eligible No ID congregate meals in excess of 5% of the maximum number of congregate units established in the contract.
	5. Respondent understands that payment may be delayed if timely and accurate reports are not submitted in accordance with required deadlines or when it is determined that the ENP is not in compliance with the terms of the contract.

	6. Respondent will make every effort to ensure that no client will have Title III meals billed concurrently with the CT Home Care Program for Elders, or any other payer source, nor will any client receive duplicate meals on any day.
	7. No grant funds will be used to pay for foods that do not conform to an approved menu unless the change is approved by the nutritionist or dietician. No grant funds will be used to pay for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period or meals rejected because they do not comply with the specifications.
	8. In the event of Café (congregate) or Home Delivered cancellations due to weather or other emergencies, the respondent will make every effort to advise the Agency on Aging of the cancellation and any alternate plans by 9:00 am of the day of the cancellation.
	9. Each contract year, the respondent will prepare and implement a nutrition education and counseling plan which meets the requirements of the State Department on Aging. The plan will be submitted to the State Department on Aging and the Agency on Aging by August 15 for the next Fiscal Year. If required by the Agency on Aging, the respondent will participate in preparing a joint area-wide plan. The annual plan should identify the topics that will be covered; include a concept (statement or fact); identify learning objectives; specify method of delivery; outline the evaluation activity; and provide a sample of handouts to be used.
	10. All nutrition counseling will be provided by a registered dietitian or health professional in accordance with state law and policy.
	11. All nutrition education will be overseen by a registered dietitian or individual of comparable expertise including, but not limited to, a nutritionist, dietetic technician, physician, diabetic educator, or nurse.
	12. Respondent will place on file with the Agency on Aging a client grievance procedure and ensure that all clients will be made aware of their rights under this procedure.
	13. Local donations of funds, space, and volunteer service will be sought to supplement the Elderly Nutrition Project.
	14. Title III funds will not supplant current sources of non-Federal funds.
	15. Special food containers and utensils for blind and handicapped participants will be available.
	16. Respondent will work closely with the Agency on Aging to secure an alternate Café (congregate) site should there be an unforeseen site closure.
	17. Respondent will maintain all vehicles used for the Elderly Nutrition Program and adhere to all Department of Motor Vehicle regulations.

Meals

	18. Prior to use, respondent will have all menus (including regular, therapeutic, ethnic, restaurant, specials) certified in writing by a nutritionist or dietician as providing at least one-third of the current Dietary Reference Intakes (DRI) of the National Academy of Sciences for energy, protein, vitamins and essential minerals, and as conforming to the Dietary Guidelines for Americans. Menus shall specify the amount of each item to be prepared and served.
	19. Respondents will submit all menus for approval to the Agency on Aging and the State Nutritionist at least one-month prior to proposed use. If a substitution or change is needed for a previously approved menu, the revision will be approved by the ENP nutritionist or dietician. The nutritionist or dietician will advise the State Nutritionist and the Agency on Aging of all approved changes.
	20. All recipes and menus utilized for Title III meals will remain on file at the respondent's office for 2 years after the year of use.
	21. Only domestically produced foods will be utilized to provide Title III meals.
	22. No food prepared, frozen or canned in the home will be used in meals provided by projects financed through Title III. Only fresh or commercially processed canned and frozen food will be used.
	23. No vitamins, mineral supplements or alcoholic beverages will be purchased or provided with Elderly Nutrition Program funds.
	24. Any food borne illness or recalls of foods which may have been used during food preparation will be immediately reported to the proper public health authorities, to the Agency on Aging, and to the State Department on Aging.
	25. The food service provider will freeze, seal, label and keep in the kitchen a sample of each meal for 14 days after the day of preparation to expedite epidemiological study in the event of food borne illness.
	26. Food once served to a customer shall not be served again. Home delivered meals not deliverable because the client is not home will not be reused. (Wrapped non-potentially hazardous food which has not been unwrapped and which is wholesome may be re-served.)

Café/Congregate Sites

	27. Café (congregate) meals will be delivered to sites to allow for serving within 2 hours from the time food preparation ends unless a waiver is requested from and approved by the Agency on Aging extending it to a maximum of 3 hours. Measures will be in place to preserve flavor, nutrients, and food safety and to ensure that the correct amount of each item is delivered to each site. Temperatures for hot foods will be maintained $\geq 140^{\circ}\text{F}$ and cold foods $\leq 41^{\circ}\text{F}$.
	28. Delivery persons and site managers will jointly verify temperatures and food items at each delivery.
	29. Hot foods received at a site at 130°F to 140°F will be reheated to 165°F . Hot food delivered at less than 130°F and potentially hazardous cold foods received at more than 50°F will be discarded and replaced.

	30. Respondent will obtain approval from the Agency on Aging to open, close, or relocate any café (congregate) site.
	31. Café (congregate) sites will be located in facilities as close as possible to, and where feasible and appropriate, within walking distance of the majority of eligible older persons, especially those in the greatest social and economic need.
	32. Café (congregate) sites will be located in facilities where all eligible individuals will feel comfortable visiting, and that are neat and clean, have adequate lighting, ventilation, temperature control, and meet ADA accessibility requirements.
	33. Café (congregate) sites will be located in facilities that meet all local and state fire, health, safety, and building codes.
	34. If awarded a contract, a copy of respondent's food handling procedures will be placed on file with the Agency on Aging. At a minimum, food handling procedures will include: pre-established time to serve meals each day, reservation procedures, utilization of volunteers, sanitation procedures, procedures to prevent cross contamination temperature control procedures, hot and cold holding procedures, time and temperature requirements, serving procedures, portion control procedures, client contribution procedures and procedures for responding to emergency situations. Site staff and volunteers will receive ongoing training and monitoring on the proper use of these procedures.
	35. Each café (congregate site) shall prominently display posters including: reservation policies, the full cost of each meal, the suggested client contribution, and the following required statement: "Attention Consumers – If you are receiving home delivered meals, it is most likely that you are not eligible to receive meals at this site. Please contact (ENP's telephone number) to determine if you are eligible."
	36. Only the following will be allowed to be taken from a meal site: fruit, baked goods and other foods in individually sealed units that have been protected from contamination and held $\leq 41^{\circ}\text{F}$. All other food will be offered as a second serving or discarded. Potentially hazardous food offered as a second serving will be protected from contamination and held $\geq 140^{\circ}\text{F}$ if hot and $\leq 41^{\circ}\text{F}$ if cold.
	37. Meal fees for non-eligible café (congregate) participants will include, at a minimum, all costs of providing the meal. A minimum of 98% of all meals served will be provided to eligible participants.

Home Delivered

	38. Respondent will work closely with the Agency on Aging's nutrition assessor to ensure that all participants in the home delivered meal program are Title III eligible and have their status assessed in a timely manner.
	39. If needed, protocols for placing clients on a waiting list will be established in consultation with the Agency on Aging. Verification of eligibility by the Agency on Aging's nutrition assessor may be included in the protocols for home delivered meal waiting lists.

	40. Home delivered meals will be delivered to senior's homes within 2 hours after completion of preparation, unless a waiver is requested and approved by the Agency on Aging extending it to a maximum of 3 hours. Measures will be in place to preserve flavor, nutrients, and food safety.
	41. During sorting, loading, and delivery temperatures will be maintained $\leq 41^{\circ}\text{F}$ for cold foods, $\geq 140^{\circ}\text{F}$ for hot foods, and $\leq 10^{\circ}\text{F}$ for frozen foods.
	42. Sorting, loading, temperature controls, and delivery will be monitored to ensure compliance.
	43. Funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable laws, regulations, policies and procedures of the Agency on Aging, the Connecticut State Department on Aging, the Administration on Aging and the US Department of Health and Human Services.
	44. Any changes in the original proposal as approved will be submitted in writing by the respondent and upon notification of approval by the Agency on Aging shall be deemed incorporated into and become a part of this agreement.
	45. If funds are awarded, the undersigned is authorized to accept the grant and proceed with implementation on March 1, 2025.
	46. Funds awarded by the Agency on Aging may be terminated at any time for violations of any terms, conditions or requirements of this agreement.
	47. Collusion: The respondent represents and warrants that the respondent did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The respondent further represents and warrants that no agent, representative, or employee of the Agencies on Aging participated directly in the preparation of the respondent's submission. Respondent also represents and warrants that the submission is in all respects fair and is made without collusion or fraud.
	48. Officials of the State of Connecticut or the Area Agencies on Aging: Respondent certifies that no elected or appointed official or employee of the State of Connecticut or of the Agencies on Aging has or will benefit financially or materially from any contract resulting from this RFP. The Agency on Aging may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the respondent, any subcontractor, or their agents or employees.
	49. Competitors: Respondent assures that this submission is not made in connection with any competitor submitting a separate submission in response to this RFP. Respondent further assures that no attempt has been made, or will be made by the respondent to induce any competitor to submit, or not submit, applications for the purpose of restricting competition.

	<p>50. Validity of Submission: Respondent certifies that this submission represents a valid and binding offer to provide services in accordance with the term and provisions described in the RFP and any amendments or attachment hereto. The submission shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency on Aging may include the submission, by reference or otherwise, into any contract with the successful respondent.</p>
	<p>51. Declaration of Confidential Information: Materials associated with this procurement process are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act and all rules, regulations and interpretations resulting from them. The respondent certifies that information submitted in this application is not deemed confidential, unless it has been labeled as CONFIDENTIAL following the following instructions. A listing of the locations of the CONFIDENTIAL information must be attached to the application. EXAMPLE <i>Page 5, Question #3</i>. For each item referenced, the respondent must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the respondent that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from the release pursuant to C.G.S. 1-210(b).</p>
	<p>52. Conflict of Interest – Disclosure Statement: Respondent is aware of the requirement to include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest, as defined by C.G.S. 1-85. A conflict of interest exists when a relationship exists between the respondent and a public official (including an elected official) or State of Connecticut or Agency on Aging employee that may interfere with fair competition not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a respondent tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency on Aging will determine whether any disclosed conflict of interest poses a substantial advantage to the respondent over the competition, decreases the overall competitiveness of this procurement process, or is not in the best interest of the Agency on Aging. In the absence of any conflict of interest, a respondent must affirm such in the disclosure statement. Example: <i>“{Name of Respondent} has no current business relationship (within the last three years) that poses a conflict of interest, as defined by C.G.S 1-85.</i></p>

	<p>53. Suspension or Debarment: Respondent or any persons (including subcontractors) involved in the administration of Federal and State funds:</p> <ul style="list-style-type: none"> a. has not within a three year period preceding the agreement been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in performing a public transaction or contract (local, state, or federal) or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; b. is not presently indicted for or otherwise criminally or civil charged by a governmental entity with commission of any of the above offenses; c. has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault; and <p>Any change in the above status shall be immediately reported to the Agency on Aging.</p>
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THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all Federal and State grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the respondent by the Agency on Aging, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The respondent recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Agency on Aging, the State of Connecticut, and/or the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the respondent, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the respondent.

I, the official named below, hereby swear that I am duly authorized legally to bind the respondent to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of Connecticut.

Date:

Respondent:

By: _____
Signature of Authorized Official

Name and Title of Authorized Official:

Respondent Agency's Mailing Address:

County of: