

REQUEST FOR PROPOSALS

No. 17-50

ROCKDALE COUNTY, GEORGIA

November 29, 2017

Home Delivered Meals for the Senior Services Division for the Recreation and Maintenance Department



**ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT OFFICE
958 Milstead Avenue
CONYERS, GA 30012
770-278-7552**

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for the **Home Delivered Meals for the Senior Services Division of the Recreation and Maintenance Department**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Meagan Porch, Buyer, at meagan.porch@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all proposers receive the same information, proposers are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the proposer.

PROPOSAL COPIES FOR EVALUATION:

Four (4) hard copies and one (1) original hard copy and one (1) CD or Flash Drive in Adobe PDF format will be required for review purposes. (*Original must be clearly marked "Original" and the Copies clearly marked "Copies."*) . CD's that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your disk(s) to ensure that they have the appropriate material on it before submitting.

CONTRACT TERM:

The Contract Term will be 1 year (12 months) with the option to renew 4 (four) additional 1 year (12 months) terms.

Because this contract contains four (4) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, December 28, 2017.** Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will be a **MANDATORY** Pre-Proposal Conference held at **Olivia Haydel Senior Center, 1240 Dogwood Drive SW, Conyers, GA 30012, at 2:00p.m., local time, Monday, December 11, 2017.** Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to meagan.porch@rockdalecountyga.gov or at the above address. Site Visits will be scheduled with the vendors at this conference. The deadline for all site visits will be **Friday, December 15, 2017 at 5:00p.m., local time.** *Any contractor who intends to submit a proposal is required to attend this meeting and consent to having a site visit completed.*

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to meagan.porch@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, December 21, 2017.** It shall be the proposers responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

Answers to questions submitted that materially change the conditions and specifications of this RFP will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the proposer's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for this RFP.

QUANTITIES

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov Bid Opportunities.

The Local Vendor Preference Policy: will not apply to this RFP.

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

Policy #R-2015-08 includes the following language:

The Rockdale County Board of Commissioners only purchases energy star rated equipment and appliances that are economically responsible and reduce resource consumption and waste within federal, state, and local laws. The County will only purchase recycled copy, computer, and fax paper with at least 30 percent recycled content.

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecountyga.gov Bid Opportunities, and scrolling down to the bottom of the page.

QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home based jurisdiction and provide a copy of that license with the submittal of their proposal response.

Proposals from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

PROPRIETARY INFORMATION

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

FINANCIAL STABILITY

The Offeror will provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.

- If a public company, the Offeror will provide their most recent audited financial report.
- If a private company, the Offeror will provide a copy of their most recent internal financial statement, and/or a letter from their financial institution, on the financial institution's letterhead, stating the Offeror is in good standing with that financial institution.

SELECTION PROCESS:

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all proposals and to waive any technicalities or informalities if such action is in the county's interest.

Rockdale County may evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

Proposers will be evaluated based on the following criteria and may be called in for an interview. The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

EVALUATION CRITERIA:

Offerors will be evaluated based on the following criteria and may be called in for an interview.

Respondents will have their submissions evaluated and scored. Submissions will be evaluated to assess the respondent's ability to provide anticipated services for Rockdale County. Rockdale County shall be the sole judge of the quality and the applicability of all statements of qualifications. Approach, scope, overall quality, local facilities, terms, and other pertinent considerations will be taken into account in determining acceptability.

Selection Committee shall evaluate and rank the statements of qualifications based on the following criteria:

- **Staffing and Availability** – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the work load of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(35%)**
- **Experience/Performance** – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. **(45%)**
- **Approach** – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(20%)**

INTERVIEWS

Interviews may be scheduled. Interviews will be informal, and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

INSURANCE:

Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
 Professional Liability/General Liability	 \$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

BONDS:

A Bid Bond is not required for this RFP.

PERMITS:

The awarded contractor will be responsible for acquiring any permits that are required for this project/purchase. Rockdale County will waive fees on all permits issued by Rockdale County.

AWARD OF CONTRACT

The Rockdale County Procurement Office and Evaluation Committee makes a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee.

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

Vendors submitting a Qualification package in response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.

- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
- B. The form must be notarized.
- C. **The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.**

GENERAL INFORMATION

No proposals received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a proposal not properly addressed and identified.

WITHDRAWAL OF PROPOSAL:

A proposer may withdraw his proposal before the proposal due date, without prejudice to the proposer, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF PROPOSAL:

Rockdale County may reject any and all proposals and must reject a proposal of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any proposal in the proposing procedure. Rockdale County shall be the sole judge as to which proposal is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various proposers.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

The proposer may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:

By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

INTEREST OF:

By submitting a proposal, the proposer represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to proposers, general conditions, and instructions for proposers, special conditions, specifications, proposal, and addenda, if any, will be deemed part of the contract.

STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, RFP No. 17-50 must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the first page of your proposal package should be the proposal form listing the price, delivery date, etc., unless the proposal form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Telegraphic or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
 - i. Federal I.D. #58-6000882
 - ii. Sales Tax Exempt #58-800068K
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors, and include an explanation of the service or product that they may provide.

PROJECT SCOPE OF SERVICES

INTRODUCTION

The Rockdale County Board of Commissioners is requesting proposals from qualified Vendors capable of preparing and delivering frozen meals that will Meet the Dietary guidelines for Americans published by the Secretaries of Health and Human Services and Agriculture, and the RDA's (which are now included in the DRI's) established by the Food and Nutrition Board, Institute of Medicine of the National Academy of Sciences. The meals must provide at least one-third of the Recommended Daily Allowances (RDA/DRI's) for older persons 55 years and older. These meals will be delivered to the home of seniors or may also be provided in the form of a shelf-stable meal for emergency uses by seniors in the home-delivered programs, or a combination of such meals type. The nutritional content of therapeutic/modified meals may vary according to the type diet prescribed. Meals served include the following:

Home Delivered Meals

Lunch---Monday through Friday

Shelf-Stable Meals (2 per client-2 or 3 times per year)

The successful Vendor will:

- Participate in menu planning activities to review, adjust, and complete the proposed menu cycles submitted including obtaining the information from the program participants in the menu planning process.
- Provide delivery schedule and delivery times to requested site
- Complete nutritional analysis performed by a Registered Dietician licensed by the state of Georgia, with the proposed menus to be submitted 45 days prior to the beginning of the cycle.

Vision, Mission, and Values—Rockdale County Board of Commissioners

Vision: “Perfectly positioned community with a rock-solid approach dedicated to excellence in customer service, quality of life, and global economic development”

Mission: “To protect and enhance the general health, safety, and welfare of the public: to provide quality public services, as determined by law and citizen needs, through innovative leadership and teamwork of its citizenry, officials and employees to provide services in a fair, respectful, effective and professional manner, consistent with available human, natural, and economic resources.

Values: Professionalism, Responsiveness, Integrity, Dependability, Effectiveness

Restrictions on Communication with Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, Vendors are not allowed to communicate for any reason with any Rockdale County Board of Commissioners and/or Senior Center staff, except through the Issuing Officer named herein. The Rockdale County Board of Commissioners reserves the right to reject the proposal of any Vendor violating this provision. All questions concerning this RFP must be submitted in writing to Meagan Porch at: meagan.porch@rockdalecountyga.gov as the Issuing Officer. No questions will be accepted except in written format. Only written responses will be binding upon the Rockdale County Board of Commissioners.

Definition of Terms

Atlanta Regional Commission (ARC)
Home Delivered Meals (HDM)
Meals on Wheels (MOW)
Notice of Award (NOA)
Request for Proposal (RFP)
Rockdale County Senior Services (RCSS)

Contract Terms

The contract will be on a State of Georgia fiscal year (SFY) basis (July 1- June 30). The contract will have options to renew after **the original contract term**, additional contract periods with a contract end date of June 30 each year. The annual renewal of the Vendors contract shall be based on the availability of funds and the Vendors successful contract performance the preceding year. Contract award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of Notice of Award Amendments.

MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Vendor's response indicates the page number(s) where each mandatory requirement is substantiated.

Vendors Qualification Requirements - List here any mandatory qualifications for this applicant prior to being able to provide this specific program/service.

Vendor must have a minimum of 5 years experience providing Frozen Meal services.

Business Requirements - List here any business requirements that must be met prior to the Rockdale County Board of Commissioners accepting this proposal.

Vendor must have current Operating Permit, ServSafe Certification, Inspection Reports, and Dietetic Registration Card

Mandatory Submission Requirements – List here all mandatory submission requirements.

Vendor must have completed all budget documents and narrative; must have responded to all sections of the proposal; must have signed all required forms; must submitted the number of originals and number of copies according to the Proposal Submission requirements.

Budget Requirements – The Rockdale County Board of Commissioners provides allocation and budget forms. (Appendix A) Vendor's budget proposal includes a narrative that details their budget and service plan.

Vendor must submit a narrative to discuss costs and/or revenue and persons/units served.

TECHNICAL PROPOSAL – This section identifies the information which must be submitted in the Technical Proposal. Vendor must demonstrate their ability to satisfy all Qualifications and Technical Requirements to perform the required services. The technical Proposal must be structured in the following order and labeled with the corresponding titles stated below using the same outline numbers.

Company Structure - The Vendor will include the following information:

- a. Vendor must submit an organizational chart displaying its overall business structure.
- b. Vendor shall include in the proposal the legal form of their business organization, the state of incorporation (if a corporation), the business office location, hours of operation, and the contact name during the term of any resulting contract.
- c. Vendor shall submit a list of Board of Directors and/or Advisory Board members, including their occupations and addresses.

Experience

The Vendor must have at least five (5) full consecutive years' experience as a frozen meals preparer and packaging provider. The Rockdale County Board of Commissioners reserves the right to verify all information submitted regarding Vendors experience, education and other qualifications.

The Vendor will provide a list of all organizations for whom similar services, as detailed in the RFP, have been provided during the past three (3) years. This list will include:

- a. Dates of Service
- b. Name of contact person
- c. Title of contact person
- d. Phone number of contact person
- e. Description of the work performed
- f. Time period of the project or contract
- g. Staff months required
- h. Contract Amount
- i. Customer reference (including contact person, e-mail address and current telephone number)

The Vendor will also disclose any services terminated by the organizations and the reason(s) for termination. Vendor will provide details of its experience, minimum of five (5) years, as required above. Information submitted should demonstrate that the Vendor has sufficient experience to successfully meet the requirements of this program or service.

- A. Vendor will submit detailed documents of its experience as required above, to include two (2) letters of recommendation from the state or local agency where the experience was obtained which shall meet the following requirements:
1. Must be submitted on letterhead of the party submitting the recommendation and must contain current telephone numbers, mailing address, and e-mail addresses for points of contact.
 2. Contact individuals submitting recommendations must be current employees of the organization and authorized to make recommendations on behalf of the organization.
 3. Contact individuals should be able to attest to the Vendors qualifications relevant to experience in providing services similar to those contained in this RFP.
 4. Letters of Recommendations shall be dated no more than six months (6) prior to the proposal submission date

Financial Stability and Cash Flow – The Vendor will provide financial information that would allow proposal evaluators to ascertain the financial stability of the agency.

- A. A copy of the Vendors most recent audit report.
- B. If a private company, the Vendor will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Vendors financial stability.
- C. Vendors financial plan to maintain adequate cash flow without interruption to services pending reimbursement from this contract
- D. A description of any cash flow problems in the recent past that could not be resolved within 90 days.

Business Litigation – The Vendor will disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition. Failure to fully disclose or accurately state litigation may result in the proposal not being further reviewed.

Scope of Services for Home Delivered Meals:

The meals must be packed in individual microwavable and conventional oven containers and delivered frozen to the Olivia Haydel Senior Center home-delivered meal distribution point no earlier than 7:30 a.m. and no later than 8:30 a.m. of the day such meals are to be served. Frozen Meals will be delivered on a daily schedule. Frozen box meals will be delivered on Monday.

The number of meals to be provided is an approximated number and may be less depending on funding. (Dates will be prorated for the first year of the contract.)

Federal and state regulations require that special and therapeutic/modified diets must be available. The definition for these diets is as follows:

Special – Modification of the regular menu to meet religious and/or ethnic need(s).

Therapeutic/modified diet – a normal diet altered to meet requirements under different conditions of health or disease. The diet may be modified in consistency, content, (calories, carbohydrates, protein, fat, sodium, or specific nutrients), flavor, methods of preparation or service, and frequency of feeding. A registered dietitian must plan therapeutic menus. Food vendor must state that name and registration number of the dietitian retained by Vendor to plan therapeutic and regular meals.

The food vendor must have the capacity to provide the following types of diets:

Regular- This diet provides at least 1/3 of the DRI's/RDA's as established by the Food and Nutrition Board of the National Academy of Science Research Council.

NAS (No added salt) – A regular diet without added salt or high sodium food items.

NCS (No concentrated sweets) – A regular diet without concentrated sweets or sweetened beverages.

1500 ADA – This diet provides 3 ounces of meat, ½ cup vegetable, 2 breads/starches, ½ cup fruit (unsweetened), 1 fat, and 1 cup skim milk to equal 62 grams of CHO, 30 grams of protein, 15 grams of fat and 530 calories.

Mechanical soft – This diet designated to minimize the amount of chewing necessary to ingest food. It also restricts foods that may irritate the mouth or throat.

2 grams sodium – This diet designated for clients who cannot have more than 200 mg. of sodium day.

Renal – (60 grams of protein, 2 grams sodium, 2 grams potassium) – This diet is for clients who have chronic renal insufficiency or other renal problems.

Vegetarian – This diet will vary depending on the request.

Other Meals

Shelf-stable meals must be available for emergency and weekend use. These meals must meet the DRI/RDA requirements.

Meals that will be stored by the client for emergency use in the case the conditions prevent the regular delivery of the standard meals. These meals must have a shelf life of no less than one (1) year.

All meals served must meet the current 1/3 of the RDAs/Adequate Intakes, 200 Dietary Guidelines for Americans, as these reflect the most recent scientific evidence and provide the best-known guidance for meeting the nutrition needs of older adults in America. Additionally, the meals must adhere to the Georgia Department of Human Resources' Home-Delivered Meal Standards.

Meal Specifications

A. Serving Schedule

1. Number of Meals required per day 60-75

The quantities of meals, locations, and days stated are given as a general rule for bidding but are not guaranteed amounts. They represent the best estimate of meal ordering projections at this point.

2. Time Schedule

Meals must be delivered to the Olivia Haydel Senior Center distribution point no earlier than 7:30 a.m. and no later than 8:30 a.m. of the day such meals are to be served. Frozen Meals will be delivered a daily schedule. Frozen box meals will be delivered on Mondays.

Rockdale County Senior Services will not be responsible for payment of unapproved substituted menu items, inadequate portions or meals or items not delivered at specified time and temperature standards, or meals damaged during delivery.

In the event Vendor fails to deliver meals scheduled Vendor agrees to pay the reimbursement claims to the Purchaser promptly. Vendor will then charge to the Purchaser the agreed upon price for the quantity of meals that were actually delivered plus the quantity that were not delivered, but were replaced by the Purchaser as described above. The Vendor may not profit or gain by not serving meals in the case of a replacement meal costing less than the bidder price.

In the event the Purchaser is unable to procure any replacement meal, meals, or other food or supply item, the Purchaser will then make a deduction for the cost of each meal that did not comply with the specifications. In making meal cost deductions, the following guidelines will be used, with the specified percentages based on the total contract cost of that meal as specified in the bid:

- Entrée – 50 percent
- Vegetable – 20 percent
- Milk – 10 percent
- Dessert – 10 percent
- Bread – 5 percent
- Disposables/Condiments – 5 percent

Additionally, the purchaser will make an additional deduction to equal the calculated unit cost of the meal.

Upon delivery of meals to the site, an authorized on-site representative of Rockdale County Senior Services must sign a receipt (furnished by the Vendor) in triplicate, evidencing the time of the receipt of food. The Vendor must adhere to the attached delivery schedule. (Appendix B – Delivery Schedule)

3. Holidays on which Home-Delivered Meal Service is not required.

- Scheduled Holidays:*
 - New Year's Day
 - Martin Luther King, Jr. Holiday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Holidays (Thanksgiving Day and the day following)
 - Christmas Eve
 - Christmas Day

* If a holiday falls on a Monday, meal will be delivered on the Friday before the Monday holiday or on the following Tuesday. Holiday schedule arrangements will be made with the Food Services Coordinator or the Home Based Services Manager.

Meal Standards

1. Menu Planning

The menus must be submitted by the Vendor's Registered Dietitian to Rockdale County Senior Services (RCSS) at least six (6) weeks prior to planned implementation to allow adequate time for review and approval by the Rockdale County Board of Commissioners/Olivia Haydel Senior Center and/or Nutrition Site Council and the ARC Registered Dietitian. Approved menus may not be modified without prior written permission from Rockdale County. The Vendor must supply sufficient copies of each approved home-delivered meal menu for posting at the at the home-delivered meal distribution site. Each menu must show day of week and date of each meal. Vendor must submit a copy of proposed four-week cycle menu and a computerized nutritional analysis with proposal.

Menu planning must adhere to the following stipulations

- a. Regular and Special Meals- the Vendor must agree in writing that all regular and special menus will be planned and written on a minimum four-week cycle by a registered dietician. The Vendor's Registered Dietician must agree to meet with the Rockdale County's staff and Site Council representatives in order to change menus, as required, on a quarterly basis and to revise menus to accommodate participant preferences (ethnic and religious background must be taken into consideration). Food Vendors must respond to the preferences and evaluations of the majority of the nutrition program participants within two weeks from date of receipt of a request from Rockdale County and /or ARC Registered Dietician. The vendor must submit a four week cycle menu and a computerized nutrient analysis with proposal.
- b. Therapeutic/Modified Meals- The Vendor must agree that therapeutic/modified menus will be planned and written on a three-month cycle (optional four-month cycle) by a registered dietician.
- c. The Vendor must submit the name and registration number of the dietician. The Georgia Dietetic Association Manual must be followed in planning the therapeutic meals. Specific information related to therapeutic diets, such as number of calories, amount of carbohydrate (for diabetic diet) or amount of sodium (low sodium diets), must be provided along with the menu.
- d. The Food Vendor must have the capability of providing shelf-stable meals. Shelf-stable meals must meet one-third DRI/RDA requirements. Prior written approval by RCSS/ARC Registered Dietician for shelf-stable meals must be received by the Food Vendor prior to serving and may not be changed by the vendor without written approval from RCSS/ARC Registered Dietician. Vendor must submit a written nutritional analysis of shelf-stable meals with the proposal. Additionally, a copy of the proposed menu for shelf-stable meals must be submitted with the proposal.
- e. The Vendor must agree to provide a written nutritional analysis of the regular Home Delivered Meals menu during the contract period.
- f. Permission to make menu substitutions must be requested in writing by the Food Vendor two weeks in advance and must be approved in writing, before use, by RCSS and/or the ARC Registered Dietician.

2. Meal Preparation Site (s)

The Vendor must specify in writing the location of meal preparation site(s) and give written permission for inspection by Rockdale County Senior Services Representatives prior to awarding of the contract. The Department of Human Resources Health Department establishes standards for meal preparation sites. In order to test compliance with these standards, the proposal must describe the size of the preparation area, the amount of space available for freezer storage, the amount of space for dry storage and the methods to be used in the cleaning of all storage, serving and transportation equipment. Vendors who prepare frozen/chilled meals on-site must be equipped with blast freezer/chiller and other equipment necessary for safe food processing. Additionally, the Vendor must assure that written procedures for preparing frozen/chilled meals, based upon local, state, and federal standards, are posted in the kitchen where meals are prepared and processed. Frozen/chilled meals must be prepared and processed under the guidance/supervision of a Registered Dietician or persons with comparable nutrition expertise. Once Rockdale County has entered into a contract with the selected Vendor for FY2014, the ARC Registered Dietician and /or RCSS will retain the right to conduct periodic, unannounced inspections to the Food Vendor's meal preparation site(s) to insure that proper food handling procedures, sanitation, and health standards are being followed.

Rockdale County Senior Services and the ARC Registered Dietician reserves the right to inspect, examine and obtain such information as it may need, to determine and satisfy itself, at its discretion, that the Vendor can meet the stipulations of the proposal (i.e. contacting previous clients).

3. Meal Pattern Requirements

a. Food Groups

(1) In addition to providing meals that meet the 2010 Dietary Guidelines and 1/3 of the RDA's/Adequate Intakes, the meal should emphasize foods high in fiber, calcium, and protein.*****The selected foods must vary from day to day. The food items within the meat, vegetable, and dessert groups must be different for the same days of each week, thus providing a variety of foods and nutrients.

(2) Total RDA's/AI's***amount must be served. (Refer to Dietary Reference Intakes for Older Adults). % requirements for protein, carbohydrates and fiber must be met.

(3) Meals planned and served must not contain more than:

Up to 35% of total calories:

25.2 grams/650 calorie meal

27.2 grams/700 calorie meal

Saturated fat

Up to 10% of total calories

(7.2-7.7 grams)

(4) Whole grain/high fiber bread products must be served at least twice a week.

(5) Foods must be selected, stored, and prepared to assure maximum nutritional content.

(6) Foods must be attractive in color and texture, non-greasy, and appealing to encourage maximum individual consumption.

(7) Standardized recipes must be used in preparation of all food. Recipes must yield all requirements of the meal pattern.

b. Meal Pattern

See Appendix D - GA DHR Nutrition Guidelines Requirements

B. Meat or Alternate

See Appendix D - GA DHR Nutrition Guidelines Requirements

C. Delivery of Food

The Vendor must submit a delivery plan stating the proposed delivery system and the time of delivery base on the attached delivery schedule and assume responsibility for timely delivery of meals prepared in a central location. The Home Delivered Meal delivered to a distribution site must be transported in sanitized, National Sanitation Federation (NSF) approved temperature-retaining containers (specify products to be used) to maintain the following minimum temperature standards:

Hot foods must be delivered, maintained and served to the clients at a minimum temperature of 140°F including the last meal. The desirable minimum temperature for holding heated food is 150° F. The holding temperature must not exceed 165° F, and the holding time should be as short as possible. The holding time must not exceed four hours (from the final stage of preparation to serving time). Rockdale County Senior Services prefers that meals be delivered frozen for Home Delivered.

1. Cold foods must be delivered and served to the clients at a temperature of 40° F or below.
2. Frozen foods must be delivered to a site at a temperature of 32°F or below.
3. Natural food should be served at room temperature. (Examples include fresh fruits, packaged crackers, cookies, etc.)

The Food Vendor is responsible for keeping delivery containers, trucks and ice packs clean. The delivery containers must be tightly closed to prevent heat loss. The Vendor must have sufficient back-up containers. Arrival food temperatures must be recorded on the daily meal ticket.

The Vendor must submit a plan in the proposal for the delivery of frozen meals to the nutrition centers in case of emergency. Such emergency plans should cover those that are caused by weather conditions, vehicle breakdown, contamination or spoilage of food, and food shortages.

In case of inclement weather Vendor must contact kitchen coordinator before delivery.

D. Health Inspection Requirement

A copy of the Vendor's current Health Inspection Report must be submitted along with the proposal. The Vendor's premises must be open for inspection by the Department of Human Resources, ARC, and Rockdale County, the County Service Provider and/or local officials. The bidder will be required to correct any deficiencies cited in the health inspection report prior to contracting with Rockdale County Senior Services.

E. Training

The Vendor must provide training in food handling, portion control, proper care of equipment, temperature, and necessary follow-up training on a quarterly schedule to appropriate the RCSS Staff and volunteers. A quarterly Training Plan with dates and topics must be submitted with the proposal.

A. Program Legislation, Regulation, Program Standards and/or Guidelines:

Compliance with the following Program Legislation, Regulations, Program Standards and/or Guidelines is mandatory.

- Older Americans Act (Appendix E)
- Dietary Guidelines for Americans (Appendix F)
- Georgia Department of Human Resources Food Service Rules (Appendix G)
- Georgia Department of Human Services Program Guidelines for Nutrition Services (Appendix H)

B. Program Description – Meal Service Narrative

1. Food Service Management: Briefly describe your food service management system and organization and include information about staff and sites.
2. Kitchen Facility: 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.)
3. Menu Planning: Briefly describe the menu planning process and who will be responsible for planning the menus.
4. Food Preparation: Briefly describe the proposed food preparation system (e.g. hot meals prepared daily vs. Meals prepared a day ahead and chilled/frozen). Include information about the time frames for meal preparation.
5. Food Packaging System: Briefly describe the proposed food packaging system; specify brand names of materials/products used.
6. Food Delivery System: Describe the proposed food delivery system, including the number and types of vehicles use, types of equipment used to transport food items, and the time required to make the deliveries.
7. Food Purchasing System: Describe your 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.
8. Food Safety: Briefly describe the food handling system in place for procurement, food storage, food preparation and food delivery and how you plan to handle emergencies

C. Vendor Required Information

1. Check one: _____ Catered Meals - Vendor
 _____ Central Kitchen/On-Site Preparation

2. Insurance Information:

See page 6 of RFP for Insurance limits.

All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates to contain policy number, policy limits and policy expiration date of all policies issued in accordance with this contract.

3. Briefly describe your contingency plans to provide meals in case of the following:

- Power Outage
- Vehicle Breakdown
- Weather Emergencies
- Other: Call Emergency Contacts

4. Provide Copies of the Following:

- Food Service Permit for the facility where meals will be prepared
- A legible copy of the most recent health inspection and fire inspection reports
- A completed Appendix A, Food Preparation and Delivery Schedule
- Proof of Insurance
- Food Service Permit for each site serving meals
- Proposed menus
- Business License

D. Special Initiatives

- Describe any special initiatives or innovations that will enhance congregate or home delivered meals delivery

E. Staff Development

- Describe how Vendor will provide new staff orientation and training and provide an outline of the orientation schedule and topics.
- Describe Vendors plan for conducting on-going staff training including topics and number of training sessions to be held.
- Describe method Vendor will use to determine the training needs of staff and/or volunteers.
- Describe the agency's staff recruiting practices and retention strategies. Indicate the annual staff turnover rate from the most recent fiscal year.

F. Technology and Reporting Requirements

- Describe agency's capacity for and use of technology, both in agency administration and delivering services
- Describe the billing and reconciliation process

G. Quality Assurance Program

- Describe how improved quality standards will be implemented including nutritional value, cultural appropriateness, disease appropriateness, visual appearance, and taste
- Describe how the client's satisfaction with services will be determined.

ASSURANCES

Letter of Transmittal

All Vendors are required to submit a mandatory transmittal letter, which shall be in the form of a standard business letter, which shall be signed by an individual authorized to legally bind the offer. The terms and conditions of the procurement are included. The Letter of Transmittal shall include:

- A. If a corporation, a statement indicating that the Vendor is registered and in good standing with the Georgia Secretary of State to do business in the State of Georgia as stated in §3.0. All proposed subcontractors must be identified, and a statement included indicating the exact nature and amount of work to be done by the prime contractor, and by each subcontractor, as measured by price.
- B. A Statement that the Vendor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), marital status, political affiliation, national origin, or disability. (Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990).
- C. A statement that the proposal meets the requirements set forth in the RFP plus any amendments. Amendments, if any, must be specified.
- D. A statement that the person signing the proposal is the person in the Vendor organization responsible for, or authorized to make, decisions as to the prices quoted.
- E. Certifications that prices proposed have been arrived at independently without collusion, communication, or agreement relating to such prices with any other Vendor or competitor.
- F. If the proposal deviates from the detailed requirements of this RFP, the transmittal letter must identify and explain all such deviations that appear in the body of the proposal. The Rockdale County Board of Commissioners reserves the right to reject any proposal ~~containing deviations, or require modifications before acceptance.~~
- G. If the use of subcontractor(s) is proposed, a statement from each subcontractor must be appended to the transmittal letter, signed by an individual authorized to legally bind the subcontractor, and stating:
 1. The general scope of work to be performed by the subcontractor;
 2. The subcontractor's willingness to perform the work indicated; and
 3. That the subcontractor does not discriminate in its employment practices with regard to race, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- H. A statement indicating that the organization and its subcontractors, if any, will be compliant with the Health Insurance Portability and Accountability Act (Public Law No 104-191, 110 Stat. 1936), including its Privacy, Security and Electronic Data Interchange standards and regulations and any and all signed business associate or other agreements for the Rockdale County Board of Commissioners. Failure to sign the business associate agreement or to be compliant with HIPAA laws and regulations or Division or Rockdale County Board of Commissioners policy will be a basis for rejection. Additionally, since federal funds may be included, an RFP Signature page, Certification Regarding Lobbying and Certification Regarding Debarment are included for signature. Failure to sign these certification forms will be a basis for rejection.
- I. Statement indicating that Contractual and Administrative Assurances required by the RFP are given.

- J. Statement indicating the organization's solvency to meet performance requirements with the most recent certified financial audit attached.
- K. The name, address, and telephone number of the individual(s) who can be contacted from 8:00 a.m. to 5:00 p.m. during business days for questions regarding the proposal.
- L. A statement that the Vendor accepts the Rockdale County Board of Commissioners' sole right to cancel the RFP at any time or amend the RFP before the due date for proposals.
- M. A statement that Vendor accepts the Rockdale County Board of Commissioners' sole right to alter the time tables for procurements as set forth in the RFP.
- N. A statement that all responses become the property of the Rockdale County Board of Commissioners and will not be returned to the Vendor. Rockdale County Board of Commissioners will have the right to use all ideas or adaptations of ideas contained in any response received. Selection or rejection of the response will not affect this right.
- O. A statement that the Vendor accepts the terms, conditions, criteria and requirements set forth in the RFP.
- P. The name and address of Vendor to be used for all notices sent by Rockdale County Board of Commissioners.
- Q. A statement that no contact, direct or otherwise, has occurred with any employee of the Rockdale County Board of Commissioners, and/or Olivia Haydel Senior Center staff with direct involvement with the RFP process or program information, except as permitted by the RFP. Further, a statement that any subcontractor listed by the Vendor complied with the restriction on communications as well.
- R. A statement that no relationship exists nor will exist during the contract period, should Vendor enter into a contract with the Rockdale County Board of Commissioners that interferes with fair competition or is a conflict of interest.
- S. A statement that no relationship exists between the Vendor and another person or organization that constitutes a conflict of interest with respect to an existing contract with the Rockdale County Board of Commissioners.
- T. A statement that no claim will be made for payment to cover costs incurred in preparation of the submission of the proposal or any other associated costs.
- U. Prior to award, the apparent successful Vendor will be required to enter into discussions with the Rockdale County Board of Commissioners to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification, if not, this could lead to rejection of the Vendors proposal and discussions initiated with the second highest scoring Vendor.
- V. An award will be made to the Vendor whose response is determined to be the lowest responsible bid and most advantageous to the Rockdale County Board of Commissioners, taking into account price and other evaluation criteria. Staff or other agencies and consultants may be involved in the evaluation of the responses. The Rockdale County Board of Commissioners reserves the right to reject any and all responses submitted.

PROJECT SCOPE OF SERVICES - APPENDIX

- Appendix A – Rockdale County Board of Commissioners Allocation & Budget Forms
- Appendix B – Olivia Haydel Home Delivered Meals Schedule (HDM)
- Appendix C – Holidays on which HDM service is not required
- Appendix D – GA DHR Nutritional Guidelines Requirements
- Appendix E – Older Americans Act
- Appendix F – Dietary Guidelines for Americans
- Appendix G – GA DHR Food Services Rules
- Appendix H – GA DHR Guidelines for Nutrition Services
- Appendix I – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Appendix J – Certification Regarding Lobbying Form
- Appendix K – Health Insurance and Portability and Accountability Business Assoc Agreement (HIPAA)
- Appendix L – Revenue Plan and Units/Persons/Cost Chart

INTEREST OF:

By submitting a RFP, the Proposer represents and warrants that neither a Commissioner, Administrator, employee nor any other person employed by the Rockdale County Board of Commissioners has in any manner, an interest, directly or indirectly in the RFP or in the contract, which may be made under it, or in any expected profits to arise there from.

DOCUMENTS DEEMED PART OF THE CONTRACT:

The Notice of Request for Proposal, the Request for Proposal, general terms and conditions, specifications and instructions to Proposer's, special conditions, RFP's and addenda, if any, will be deemed part of the final contract.

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

PART I: Proposal Summary

Complete the information below. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

1.	Raw Food	\$
2.	Labor	\$
3.	Utilities	\$
4.	Disposable Supplies	\$
5.	Transportation Costs	\$
6.	Meal Delivery Costs	\$
7.	Equipment	\$
8.	Taxes	\$
9.	Other Costs: Please List	\$
10.		\$
11.		\$
12.	Total Cost Per Meal	\$

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a bid.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

**ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR**

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or agent) of _____, the Vendor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20

Name _____

Title _____

My commission expires (Date)

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF SUB-CONTRACTOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;

(2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

(3) Such RFP is genuine and is not a collusive or sham RFP;

(4) Neither the said sub-contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Vendor, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP has been submitted or refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Vendor, firm or person to fix the price or prices in the attached RFP or of any other Vendor, or to fix any overhead, profit or cost element of the proposing price or the proposing price of any other Vendor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the sub-contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 20 ____.

Name _____

Title _____

My commission expires (Date)

Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

* _____
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

- A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.
- C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.
- D. The completed form shall be submitted with contractor's proposals.
- E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

- A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

- A. Revenues (Gross) _____
- B. Expenditures (Gross) _____
- C. Overhead & Admin (Gross) _____
- D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

- 1. What is the Contractor's current bonding capacity? _____
- 2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

- A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Project #1:

Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #2:
Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

Project #3:
Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable)

V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

VI COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires:

Appendix A

Rockdale County Board of Commissioners Allocation & Budget Forms

(Please submit the Proposal Form on Page 29 and 30 with this document)

Appendix B

Olivia Haydel Home Delivered Meals Delivery Schedule

Olivia Haydel Home Delivered Meals Delivery Schedule

The meals must be packed in individual microwaveable and conventional oven containers and delivered frozen to the:

Olivia Haydel Senior Center home-delivered meal distribution point between 7:00 a.m. and 8:00 a.m. of the day such meals are to be served.

Frozen Meals will be delivered on a Monday and Tuesday schedule.

Appendix C

Holidays on which Home-Delivered Meal Service is not required:

Scheduled Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Holidays (Thanksgiving Day and the day following)
- Christmas Eve
- Christmas Day

*If a holiday falls on a Monday, meal will be delivered on the Friday before the Monday holiday.

Appendix D

GA DHR Nutritional Guidelines Requirements (Appendix 304C)

Appendix 304-C
Sources of Meal Pattern Foods
and
Portion Control Guides

Meats and Meat Alternates

As a group, meat and meat alternates provide protein, iron, B vitamins (thiamine, riboflavin, and niacin) among other nutrients.

For each meal, a 3-ounce edible portion of lean meat, poultry, fish, eggs, or meat alternate (dried beans, peas or other legumes; nuts and nut butters; or cheese) must be served.

Nuts and seeds may be used to meet no more than one-half of the meat/meat alternate requirement, and must be appropriately combined with other meats/meat alternates to fulfill the requirement.

- ▶ Cooked dried beans, peas or legumes intended as the meat alternative for any meal may not also count toward the fruit/vegetable requirement for the same meal.
- ▶ Meats or alternate foods may be served alone or combined with other foods in casseroles, loaves, patties, soups, salads and sandwiches.
- ▶ Cured meat products, such as ham, sausages, luncheon meats, and hot dogs are very high in sodium and the use of these type products must be limited to no more than three or four times during the menu cycle. Bacon is not considered a meat alternate, since it provides primarily fat and sodium, and few other nutrients.
- ▶ Vegetable protein products or textured vegetable protein (VPP or TVP) are low cost alternatives and are effective in increasing the fluid intake of program participants. The recommended ratio of protein product to meat is 20 : 80.

Portion Control Guide – Meats and Meat Alternates	
Food Item	Required Portion Size = 3 ounces = 1 M/MA
Cottage Cheese 2 ounces by weight = ¼ cup = 1 M/MA	6 ounces by weight = ¾ cup
Chicken	1 drumstick and 1 thigh or ½ breast to equal 3 ounces
Chili, soups	Must serve at least 1½ cups containing 3 ounces of meat or meat alternate to provide one meal's protein requirement
Dried beans and peas, cooked	1½ cups
Eggs One egg = 1 ounce	3 eggs
Lasagna, Macaroni and Cheese, Beef or other Meat Stew, Meat Casseroles	1½ cups
Meat Loaf 1 slice 2"x4"x2" = 4 ounces	4 ounces (yield from a 20"x12"x2" pan = 33 servings)
Pizza 3¼" x 7" = 3 ounces M/MA	10 servings per 18"x26" pan 5+ servings from 12"x20" pan
Roast Meats	3 ounces
Sandwiches	
Sliced meats/cheese	3 ounces
Salad type fillings	3 ounces = ¾ cup filling
Spaghetti sauces with ground beef	1 cup
Tofu	4 ounces

Meat/Meat Alternates, continued

Prepared Fish Products

Fish Product	Serving or Portion Size
Fish sticks, <u>Frozen Fried Breaded</u> 60 per cent fish	Six 1 ounce sticks = 3 ounces cooked fish
Fish sticks, <u>Frozen Raw Breaded</u> 72 per cent fish	Six 1 ounce sticks = 3 ounces cooked fish
Fish portions, Frozen, <u>Fried Battered</u> There is no standard portion for this product. Specify 45 per cent fish <u>and</u> require a certificate of inspection from the processor	9 ounce portion = 3 ounces cooked fish
Fish portions, Frozen, <u>Fried, Breaded</u>	6 ounce portion = 3 ounces cooked fish
Fish portions Frozen, <u>Raw Breaded</u> 75 per cent fish	6 ounce portion = 3 ounces cooked fish
Fish portions Frozen, <u>Unbreaded</u>	4 ounce portion = 3 ounces cooked fish

Additional Information on Specific Products

Canned Soups

Most canned soups do not contain enough meat to make a substantial contribution to the meat requirement.

For example: Bean soup or Pea Soup

A 1 cup serving of soup contains ½ cup beans or peas. This is equivalent to 1 ounce of M/MA. It would take 3 cups to provide the required 3 ounces of M/MA.

An 8 ounce serving (1 cup) would provide 1 cup M/MA. The remaining 2 ounces required for a meal could be provided in a sandwich or other entrée item.

Hot Dogs/Frankfurters

Red meat (beef, pork, etc.) and poultry (turkey, chicken) hotdogs that do not contain meat by-products, cereals, binders, or extenders:

1 ounce of product provides 1 ounce of cooked lean meat

Look for products labeled "All Meat," "All Beef," "All Pork," etc.

If a single hotdog equals 2 ounces, it will take one and a half hot dogs to equal a 3-ounce portion

Hotdogs containing meat by products, cereals, binders, or extenders are not acceptable on an ounce-for-ounce basis. Product labeling will indicate the presence of any such ingredients.

If using hotdogs containing extenders or binders, only the cooked or lean meat portion of the product can be used toward the M/MA requirement. Obtain product information from the manufacturer if necessary.

Luncheon Meat

Luncheon meat is a smoked, cooked sausage. Those that do not contain meat by-products, cereals, binders or extenders are exchangeable on an ounce-per-ounce basis (1 ounce of product provides 1 ounce of cooked lean meat.)

Look for products labeled "All Meat."

Read the label to determine portion size; often servings are less than 3 ounces

The contribution of lunch meats that do contain meat by-products, cereals, binders, or extenders cannot always be determined on the basis of the label information. Unless you can get a signed written statement from the manufacturer certifying the amount of cooked, lean meat in the finished product, it is wiser not to use the products at all.

Note: Federal law requires that binders, extenders, etc. be listed on product labels in descending order of the percentage of content (from highest to lowest.)

Cheese Foods and Cheese Spreads

Cheese foods and spreads such as Velveeta™ and Cheese Whiz™ may be served as meat alternates, but twice as much is required because these products contain less protein and more moisture than natural and processed cheeses.

A 2 ounce serving of cheese food or spread is equivalent to only 1 ounce of M/MA. Six ounces of cheese food/spread is required to equal a 3 ounce portion.

Note: All of these food products contain significant amounts of sodium and fat and their use should be limited.

Fruits and Vegetables

Fruits and vegetables are the primary sources of vitamins A, C and folacin in the diet.

They also are good sources of such minerals as iron, zinc, magnesium, and are good sources of fiber. They are low in fat and should be included in the diet as often as possible. The nutrition program should encourage participants to "Take Five a Day," meaning to eat five servings in total of fruits and vegetables daily. Individually, three to five servings of vegetable and two to four servings of fruit are recommended according to the Food Guide Pyramid. Meals served through the nutrition program should be planned to help people to the greatest extent possible achieve that goal. To meet program requirements, each meal served must contain two or more different vegetables and/or fruits. Plan to serve foods rich in Vitamin A at least three times per week, and foods rich in Vitamin C daily.

Fruits and vegetables may be served cooked, or raw, if properly washed, and may be served alone or in combinations. A serving is ½ cup or a single piece. If serving raw vegetables as a relish tray, each serving must be at least ¼ cup, and additional food items must be provided to fulfill the entire 1 cup requirement.

One-fourth cup, drained weight, minimum of fruits or vegetables must be provided per serving in any soup, stew, casserole, gelatin or other combination dish, if it is identified as a "Fruit/Vegetable" serving. The total meal must provide 1 cup in total of fruit/vegetables from at least two sources.

When juices are served they must be 100 percent fruit or vegetable juice. Fruit drinks, nectars, or cocktails containing less than 50 percent juice may not count toward this requirement.

Juices may be served daily. However, due to a generally low fiber content, they may not be considered a part of the fruit/vegetable requirement more than once a week.

When purchasing frozen and canned fruits, choose those without added sugar or syrup, preferably canned in fruit juice or water.

Macaroni, rice, noodles, and spaghetti are not vegetables and do not contribute toward the vegetable component. (See bread/grain requirement.)

Salad bars may be provided as one of the two servings of fruits and/or vegetables for any meal. Foods rich in Vitamins A and C must be offered in salad bars, when offered.

~~Pasta and Macaroni salads rarely contain sufficient vegetables to meet the requirement of a ½ cup serving. When serving these salads, include sufficient fruits and/or vegetables in the meal to provide a total of 1 cup. The macaroni may be considered the bread for the meal if ½ cup of the salad is served. (The total salad serving would be larger than ½ cup.)~~

Main dish salads, such as Chef of Taco salad, can meet the full requirement providing that it provides a 3-ounce portion of meat/meat alternate, and at least one cup of vegetables, with more than two types of vegetable included. For example, a salad composed only of Iceberg lettuce would not meet program standards, but one containing cabbage, romaine, spinach and Iceberg, plus other vegetables (tomato, green pepper, onion, cucumber, etc.), as well as the meat/meat alternative would.

Fruits and Vegetables	Portion – Total 1 cup minimum from two or more items
Canned or frozen fruits or vegetables	¼ cup = #16 scoop ½ cup = #8 scoop
Fresh fruit	½ cup = 1 medium piece
Juice, full strength	½ cup (4 ounces) served in a 5 or 6 ounce cup
Soups - canned, vegetable types	1 cup reconstituted or ready-to-serve = ¼ cup serving of vegetable
pea soup	1 cup = ½ cup vegetable
Tomato, Sauce Paste Pureé	½ cup = ½ cup vegetable 2 Tablespoons = ½ cup vegetable 4 Tablespoons = ½ cup vegetable

Fruits and Vegetables, continued

Sources of Vitamin A: A ½ cup serving of the following will provide:

500+ micrograms > 1/3 RDA	200 -500 micrograms = 1/3 RDA	100 - 200 micrograms < 1/3 RDA
Carrots	Mango	Apricots, dried, canned
Chard, Swiss (cooked)	Cantaloupe	Cranberries
Collards (cooked)	Papaya (half)	Nectarines
Pumpkin	Beet Greens	Peaches
Spinach (cooked)	Bok Choy (cooked)	Persimmons
Squashes, Winter varieties	Kale	Asparagus
Sweet potato	Mustard Greens	Broccoli
Mixed vegetables	Parsley	Bok Choy (fresh)
	Peas and Carrots	Chard, Swiss (fresh)
	Peppers, Sweet, red	Mustard Greens (fresh)
	Spinach (fresh)	Tomatoes
	Turnip Greens	Vegetable Juice Cocktail

RDA for Vitamin A—
Women – 800 micrograms
Men – 1,000 micrograms

Sources of Vitamin C: A ½ cup serving of the following foods will provide (1/3 RDA = 20 milligrams)

50 mg. +	30 - 50 mg.	15 - 30 mg
Broccoli	Cauliflower	Asparagus
Brussels Sprouts	Collards	Cabbage
Chili Peppers, red and green	Cranberries	Cantaloupe
Grapefruit	Grapefruit juice	Honeydew melon
Guava	Kale	Mandarin Orange
Oranges, orange juice	Mangoes	Okra
Papayas	Mustard Greens	Pineapple juice
Parsley	Raspberries	Potatoes
Kiwi fruit	Strawberries	Tangerines, juice
		Rutabagas
		Sauerkraut
		Spinach
		Sweet Potatoes
		Tangelos
		Tomatoes, juice, paste, puree
		Turnip roots and greens

RDA for Vitamin C—
60 mg/day for men and women

Breads, Cereals, Rice and Pasta Group

Whole Grain/Enriched Bread Requirement

Enriched or whole grain bread and cereals are sources of B vitamins, minerals (especially iron), protein and calories. Whole grain products supply additional vitamins and minerals, as well as dietary fiber and a variety of tastes and textures.

Breads or alternates must be whole grain or enriched or made from whole grain or enriched meals and/or flours, as the primary ingredient(s) by weight, as specified by labeling or recipe.

The bread or bread alternate must serve the customary function of bread in a meal. This means that for lunch the bread/product must be served as an accompaniment to, or a recognizable part of the main dish, not merely as an ingredient.

One serving of whole grains or enriched bread or an alternate is required. One serving is one slice of bread, or one biscuit, muffin, roll, or square of cornbread.

- ▶ Bread alternatives include enriched or whole grain cereals such as spaghetti, macaroni, dumplings, pancakes and waffles. Rice, crackers and tortillas also are included.
- ▶ Breads containing fruits and vegetables, such as banana and pumpkin, are considered desserts due to their calorie and nutrient composition.
- ▶ To provide additional variety, certain vegetables and fruits high in complex carbohydrates may occasionally be served as bread alternates. A four-ounce serving of the following may be used: white potatoes, sweet potatoes, yams, plantains, corn, pumpkin, squash, dried beans, peas or lentils (4 ounces = ½ to ¾ cup.) When used as the bread alternates, these foods may not be considered as part of the fruit and vegetable requirement.
- ▶ When serving breakfast meals, include muffins made from low fat recipes, bagels or English muffins instead of sweet rolls, coffee cakes or doughnuts (which are higher in fat and calories,) whenever possible.

Bread and Bread Products

Include:

- Whole grain or enriched breads
- Whole grain or enriched cereals
- Chow Mein Noodles
- Corn tortillas and corn products made with whole grain or enriched corn meal
- Egg roll or Won Ton wrappers
- Graham crackers
- Grains, such as bulgur, oats, wheat, farina, corn meal, millet, rice, etc.
- Grits - enriched corn grits or hominy grits
- Macaroni and macaroni products — enriched lasagna, elbow macaroni, and spaghetti
- Noodles and noodle products (enriched)
- Popovers
- Pretzels — soft only
- Rice cakes
- Stuffings/dressings (made with enriched breads)
- Taco shells

The following may be used on a limited basis due to fat content:

- Coffee cakes
- Doughnuts
- Granola cereal
- Pie crust for main dishes
- Puff pastry for main dishes
- Sweet rolls and buns

The following may not be used to meet the bread requirement

- Commercial bread stuffing made from unenriched bread products
- Cakes
- Chips (taco, potato, corn, etc.)
- Unenriched corn meal or grits

- Cupcakes
- Gingerbread
- Ice Cream cones
- Dessert pie crusts
- Popcorn
- Tapioca
- Wheat germ (may be used in bread products)

Bread Equivalents

Item	Serving Size	Approximate Weight per Unit	
		Grams	Ounces
Bagel	1 bagel	57	2.0
Bread Stick	4 sticks	20	0.7
Buns, all types	1 bun	28	1.0
Chow Mein Noodles	½ cup	22	0.8
Combread (2-inch square)	1 square	38	1.3
English Muffin	1 muffin	57	2.0
Graham Cracker (2 ½" square)	3 crackers	21	0.7
Muffin, low fat	1 muffin	38	1.3
Pancakes	1 pancake	50	1.8
Pizza Crust	1 slice crust	30	1.1
Popover	1 popover	50	1.8
Pretzel, soft	2 pretzels	32	1.2
Rye wafers (whole grain)	4 wafers	25	0.9
Roll, dinner	1 roll	30	1.1
Saltine crackers	8 crackers	20	0.8
Stuffing/dressing	⅓ cup	46	1.6
Taco shells	2 shells	30	0.8
Tortillas (6-inch diameter)	1 tortilla	30	1.1
Waffles	1 waffle	30	1.1

Cooked portions of cereal products such as pasta (Macaroni, noodles, spaghetti), rice, bulgur, or other cereal grains may count toward meeting the bread requirement as follows:

- Bulgur.....½ cup
- Fortified Dry Cereal.....¾ cup
- Cream of Wheat.....½ cup
- Pasta products.....½ cup
- Rice.....½ cup
- Rolled Oats.....½ cup

Milk and Dairy Products

Milk or Equivalent Products

Milk products are good sources of calcium, protein, and riboflavin. Fortified products also provide vitamins A and D.

Eight ounces of fortified milk (preferably low fat or skim), buttermilk, or a calcium equivalent must be served daily. The use of skim or low fat milk and milk products is encouraged to help reduce the total fat in the meal.

In August 1997, the RDA for calcium for Adults was increased from 800 mg. to 1200 mg, a 33% increase.

For individuals who do not tolerate milk products well, dietary modifications may include:

- Products such as canned sardines and salmon, including the bones; dark green leafy vegetables; cooked dried peas and beans.
- Yogurt. Many people who are lactose intolerant can eat yogurt (especially with live cultures).

Custards, puddings, and ice milk also may be used to meet some of the calcium requirements. Because of the large portions which would be required, however, these foods should be considered as a supplement, rather than replacement for other dairy products. This recommendation is made to keep fat, sugar and total calories within the U.S. Dietary Guidelines.

One 8 ounce serving of low fat milk will provide approximate 300 mg. of calcium. This amount must be supplied through other foods if milk is not consumed.

Lactose-reduced milk is a fluid milk product modified by the addition of lactose enzymes. The lactose (milk sugar) in this milk has been broken down into simple sugars. People who have difficulty digesting or cannot digest the lactose in milk may benefit from a lactose-reduced or lactose free low fat milk product.

Milk and Milk Alternatives

8 ounces flavored or unflavored:

- Whole milk
- Low fat milk (1%, 2%)
- Skim milk (non-fat)
- Buttermilk
- Hot Chocolate or Cocoa made with non-fat milk
- Lactose-reduced or lactose-free milk
- Yogurt

Other portion sizes required to meet calcium needs:

Cheeses:

- Ricotta, part skim – ½ cup
- Cottage, 1% fat – 1¼ cup
- Cheddar, Monterey, Provolone, Swiss, Colby, Mozzarella, American – 1 ½ ounces*
- Tofu, preserved in calcium sulfate – ½ cup

*Note: use of "hard" cheeses should be limited due to the higher fat content.

Rich Sources of Calcium

200 – 300+ Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Dairy Products			Meat/Meat Alternatives		
Buttermilk, 1 cup	285	99	<i>Seafood</i>		
Milk, Skim, 1 cup	302	86	Mackerel, canned Jack, 3 oz	202	131
Milk, 1%, 1 cup	300	102	Salmon, canned w/bones, 3 oz.		
Milk, 2% ^m 1 cup	297	121	Chum	212	120
Milk, whole, 1 cup	291	150	Sockeye	203	130
Milk, chocolate 2%, 1 cup	284	179	Sardines, canned, drained/bones		
Milk, nonfat dry, 1/3 cup	280	81	Atlantic, 3 oz.	351	192
Buttermilk, dry, 1/4 cup	355	118	Pacific, 3.5 oz.	351	176
Milk, canned:			Fruits/Vegetables		
skim, evaporated, 1/2 cup	369	100	Collard Greens, raw,		
whole, evaporated, 1/2 cup	329	170	3.5 oz	203	40
Cheeses			Desserts		
Cheddar, 1 oz.	204	114	Custard pie, 6 oz. slice	297	305
Monterey, 1 oz.	212	106	Ice cream, soft serve, 1 c.	236	377
Provolone, 1 oz.	214	100	Ice Milk, soft serve, 1 cup	274	223
Ricotta, part skim, 1/2 cup	337	170	Pumpkin pie, 7 oz. slice	212	367
Swiss, 1 oz.	272	107	Yogurt, frozen, 1 cup	240	220
Tofu, firm, 1/2 cup	258	183			
Yogurt, plain low fat, 1 cup	452	127			
Yogurt, vanilla low fat, 1 cup	389	193			
Yogurt, fruit, low fat, 1 cup	231	231			

100 – 200 Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Dairy Products			Meat/Meat Alternates		
Cheeses			Beans, Baked, Homemade, 1 cup	155	382
American, 1 oz.	174	106	Bean, canned, plain/vegetarian, 1 c.	126	235
Blue, 1 oz.	150	100	Beans, w/ pork, sweet sauce, 1 cup	155	282
Colby, 1 oz.	194	112	Beans w/ pork, tomato sauce, 1 cup	141	247
Cottage, 1%, 1/2 c.	138	164	Beans, Navy, (dry) cooked, 1 cup	128	259
Mozzarella, part skim			Beans, refried, canned, 1 cup	118	270
1 cup	183	80	Beans, White (dried) cooked, 1 cup	131	253
Yogurt cheese, 1/4 c.	179	56	Beans, Soy (dried) cooked, 1 cup	175	298
Breads, Grains, Cereals			Seafood		
English muffin, sourdough			Clams, canned, 1/2 cup	118	74
2 oz.	112	129	Salmon, canned w/ bones, 3 oz. (Pink)	182	130
Oatmeal, instant, fortified,			Desserts		
plain, 3/4 cup	163	104	Fudgeside, one	129	91
Fruits/Vegetables			Ice Cream, regular vanilla, 1 cup	176	269
Collard Greens, cooked			Ice Milk, Hard, vanilla, 1 cup	176	184
1/2 cup	152	29	Puddings,		
Kale, 3 1/2 oz. raw	179	38	Chocolate, (instant or cooked) 1/2 cup	138	152
Kale, cooked, 3/4 cup	134	28	Coconut (instant) 1/2 cup	148	184
Rhubarb, frozen			Lemon (instant) 1/2 cup	147	178
cooked, 1 cup	174	139	Rice (mix) 1/2 cup	133	155
Swiss chard, cooked			Tapioca (mix) 1/2 cup	131	145
Leaves, stems, 1 c.	106	26	Vanilla, 1/2 cup	130	148
Leaves only, 1 c.	128	32			
Turnips, greens					
cooked, 2/3 cup	184	20			

Rich Sources of Calcium, *continued*

50 – 100 Mg Per Serving

	Mg Calcium	Calories		Mg Calcium	Calories
Cheeses			Meat/Meat Alternates		
Cottage, creamed, ½ cup	63	225	Almonds, ¼ cup (36 g.)	83	210
Cottage, 2%, ½ cup	77	205	Beans, kidney, (dried) cooked, 1 c.	50	225
Parmesan, 1 Tbsp.	70	22	Beans, kidney canned, 1 c.	69	208
Breads, Grains, Cereals			Beans, Garbanzo, canned, cooked, 1c.	80	269
Combread, 2 inch square	94	200	Brazil nuts, ¼ cup	65	230
Fruits/Vegetables			Filberts, ¼ cup	71	213
Beans, wax, ½ cup	50	22	Seafood		
Broccoli, ½ cup	68	25	Clams, breaded, fried 3 oz (10 clams)	59	190
Romaine lettuce, 3 ½ oz.	68	18	Clams, steamed 3 oz. (20 clams)	83	133
Okra, frozen, cut, ½ cup	72	26	Halibut, baked, 3 oz.	51	119
Rhubarb, cooked, 3 ½ oz.	86	15	Oysters, breaded/fried, 3 oz. (6 oysters)	54	173
Spinach, raw, 3 ½ oz.	93	26	Desserts		
Spinach, cooked, ½ cup	83	21	Pudding pops, various flavors	76	94
Sweet potatoes, canned, solid or vacuum packed			Pudding pops, chocolate/fudge	87	99
Mashed, 1 cup	64				
Pieces, 1 cup	50				

Appendix 304-D

**Evaluation of Home Delivered Meals Participants
for Chilled, Frozen, and/or Shelf Stable Meals**

Use of Alternative Meal Types

When considering providing alternate meal types to homebound individual, as either a routine method of meeting part of their nutritional needs or in planning for continuity of services in emergencies, Area Agencies and/or provider staff are responsible for assessing the appropriateness of alternate meal types for each person who will need them. These types include frozen meals, chilled meals, or shelf stable meals.

Such meal types may not be appropriate if:

- the client's home lacks proper appliances for food storage and preparation, and adequate space for proper storage of multiple meals, if a supply for an extended period of time is planned.
- the client has physical or cognitive impairments which limit his/her ability to prepare or safely reheat the meals, and/or eat without assistance.

The Determination of Need-Revised (DON-R) screening at the time of intake provides information about the person's functional abilities, specifically in the area of eating and food preparation. It also provides indicators of possible cognitive impairment which may affect the person's functional capacity. The ability to eat is an Activity of Daily Living (ADL) which often is more affected by physical impairment than cognitive impairment. Meal preparation is an Instrumental Activity of Daily Living, which represents a more complex series of tasks. Persons with dementia may be unable to prepare meals, but still be able to eat with minimal assistance or cueing.

The assessor will use this information, as well as additional information on the physical conditions of the home, to determine the appropriateness of the alternate meal type. The assessor will make a home visit to visually inspect the cooking facilities and availability and condition of equipment and utensils.

The assessor will document the evaluation findings in the client's file, using the following form, or otherwise capturing the required data. Staff responsible for periodic client reassessment will re-verify and document the client's status and continuing appropriateness for alternate meals, if such meals are part of the ongoing care plan.

Client/Home Evaluation for Alternate Meal Types

Client Name: _____ Evaluation Date: _____

Address: _____

Agency Name: _____

Evaluation Completed By _____ Title _____

DON-R Scores and Comments:

Eating:

Is the client able to feed himself/herself? Assess the client's ability to feed him/herself using routine or adapted table utensils and without frequent spills. Address the client's ability to chew, swallow, cut food into manageable size pieces, and to chew and swallow hot and cold foods/beverages.

- Score 0- The client can eat, with or without an assistive device.
- 1- The client can eat, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.
- 2- The client cannot eat, even with an assistive device, and/or requires a great deal of verbal and/or physical assistance.
- 3- The client cannot eat unassisted.

Availability of assistance with eating. If the client scores at least (1) in impairment level, determine whether someone is available to assist and/or motivate the client in eating.

Need for assistance with eating

- Score 0- The client's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.
- 1- The client's need for assistance is met most of the time, or there is minimal risk to the client's health or safety if additional assistance is not acquired
- 2- The client's need for assistance is not met most of the time; or there is moderate risk to the client's health/safety if additional assistance is not acquired;
- 3- The client's need for assistance is seldom or never met; or there is severe risk to the health and safety of the client.

Who, if anyone, is available to provide assistance? _____

Preparing Meals

Is the client able to prepare hot and or cold meals, including re-heating frozen or chilled meals? Assess the ability to open containers, to use kitchen appliances, and to clean up after the meal, including washing, drying and storing any utensils used in preparing or eating the meal.

- Score 0- The client can prepare the meal type, with or without an assistive device.
- 1- The client can prepare the meal type, with or without an assistive device, but requires some verbal or physical assistance in some or all components of the activity.
- 2- The client cannot prepare the proposed meal type, even with an assistive device, and/or requires a great deal of verbal or physical assistance.
- 3- The client cannot prepare the proposed meal type without assistance.

Need for assistance with meal preparation

If the client scores at least (1) in this area, evaluate the appropriateness of the meal type being proposed.

- Score 0 – The client's need for assistance is met to the extent that there is no risk to health or safety if current level of assistance is maintained or no other assistance is added.
- 1– The client's need for assistance is met most of the time, or there is minimal risk to the client's health or safety if additional assistance is not acquired
- 2– The client's need for assistance is not met most of the time; or there is moderate risk to the client's health/safety if additional assistance is not acquired;
- 3– The client's need for assistance is seldom or never met; or there is severe risk to the health and safety of the client.

Who, if anyone, is available to provide assistance? _____

Equipment for Meal Preparation and Storage and Utensils

The client has in proper working condition:	<u>Yes</u>	<u>No</u>	<u>Not Needed for Meal Type</u>
Refrigerator	_____	_____	_____
Freezer or freezer compartment	_____	_____	_____
Oven	_____	_____	_____
Microwave	_____	_____	_____
Toaster Oven	_____	_____	_____

The client has an adequate supply of:

Appropriate utensils for serving and eating	_____	_____	_____
Towels/Hot pads or mitts for handling hot food items	_____	_____	_____

The client has an adequate amount of refrigerator/freezer space to store multiple meals if needed.

_____	_____	_____
-------	-------	-------

Type of meal recommended: Hot _____ Shelf stable _____
 Frozen _____ Chilled _____ Other _____
 Specify _____

Appendix 304-E

Nutrient Values for Meal Planning and Evaluation

Definitions:

- The Recommended Daily Allowance (RDA) is the average daily dietary intake level that is sufficient to meet the nutrient requirement for nearly all (97-98%) healthy individuals of a specified age range and gender.
- The Adequate Intake (AI) is the daily dietary intake level of healthy people assumed to be adequate when there is insufficient evidence to set an RDA. It is based on observed mean nutrient intakes and experimental data. The National Academy of Sciences recommends that the Adequate Intake be used if an RDA is not available.
- The Tolerable Upper Intake Level (UL) is the highest daily dietary intake that is likely to pose no risk of adverse health effects to almost all individuals of a specific age range.
- The Estimated Energy Requirement (EER) is defined as the dietary energy intake that is predicted (with variance) to maintain energy balance in a healthy adult of defined age, gender, weight, height and level of activity, consistent with good health.
- An Acceptable Macronutrient Distribution Range (AMDR) is defined as a range of intakes for a particular energy source (that is, carbohydrates, proteins, fats) that is associated with reduced risk of chronic disease while providing adequate intakes of essential nutrients. The AMDR is expressed as a percentage of total energy intake because its requirement is not independent of other energy fuel sources or of the total energy requirement of the individual.

Table 304-E-1 note: RDAs are in **bold type** and AIs are in ordinary type, followed by an asterisk (*).

Nutrient Values for Meal Planning and Evaluation			
	1 meal/day ≥33% RDA/AI	2 meals/day ≥67% RDA/AI	3 meals/day ≥100% RDA/AI
Macronutrients			
Kilocalories (Kcal) ¹	685	1369	2054
Protein (gm) ^{2, 3}	19	37	56
20% of total Kcal(gm) ⁴	34	69	103
Carbohydrate (gm) ⁵	43	87	130
50% of total Kcal (gm) ⁴	86	171	257
Fat (gm)	23	46	68
30% of total Kcal (gm) ⁶			
Saturated fat (< 10% of total Kcal) ⁷		Limit intake ⁸	
Cholesterol (< 300 gm/day) ⁷		Limit intake ⁸	
Dietary Fiber (gm) ³	10*	20*	30*
Vitamins			
Vitamin A** (ug) ³	300	600	900
Vitamin C (mg) ³	30	60	90
Vitamin D (ug) ³	5*	10*	15*
Vitamin E (mg)	5	10	15
Thiamin (mg) ³	0.40	0.80	1.20
Riboflavin (mg) ³	0.43	0.86	1.30
Vitamin B6 (mg) ³	0.57	1.13	1.70
Folate (ug)	133	267	400
Vitamin B12 (ug)	0.79	1.61	2.4
Minerals			
Calcium (mg)	400*	800*	1200*
Copper (ug)	300	600	900
Iron (mg)	2.70	5.30	8.00
Magnesium (mg) ³	140	280	420
Electrolytes			
Potassium (mg) ⁹	1167	2333	3500
Sodium (mg) ⁷	<800	<1600	<2400

Notes to Table 304-E-1

** Vitamin A should be provided from vegetable derived (carotenoid) sources. See Issue Panel Report on Dietary Reference Intakes and Dietary Guidelines in Older Americans Act Nutrition Programs.

¹ Value for 75 year old male, height of 5' 7" , "low active" physical activity level. "Using Estimated Energy Requirements (EER) for Men and Women 30 Year of Age," calculated the median BMI and calorie level for men and subtracted 10 kcal/day (from 2504 kcal) for each year of age above 30.

² The RDA for protein equilibrium in adults is a minimum of 0.8g protein/kg body weight for reference body weight.

³ Used highest DRI value for ages 51+ and male and female.

⁴ Acceptable Macronutrient Distribution Ranges (AMDRs) for intakes of carbohydrates, proteins and fats area expressed as percent of total calories. The AMDR for protein is 10-35%, carbohydrate is 45-65%, total fat is 20-35%.

⁵ The RDA for carbohydrate is the minimum adequate to maintain brain function in adults.

⁶ Because the percent of energy consumed as fat can vary greatly while still meeting daily energy needs, an AMDR is provided in the absence of an AI, EAR, or RDA for adults.

⁷ Recommendations from the *Dietary Guidelines for Americans 2000.*

⁸ *Saturated fats, trans fatty acids, and dietary cholesterol have no known beneficial role in preventing chronic disease and are not required at any level in the diet. The recommendation is to keep intake as low as possible while consuming a nutritionally adequate diet, as many of the foods containing these fats also provide valuable nutrients.* Institute of Medicine, Food and Nutrition Board. Dietary Reference Intakes for Energy, Carbohydrates, Fiber, Fat, Fatty Acids, Cholesterol, Protein, and Amino Acids. Washington, D.C.: National Academy Press, 2002

⁹ National Research Council, Food and Nutrition Board, Recommended Daily Allowances, 10th Ed. , Washington, D.C., National Academy Press, 1989.

Appendix 304-F

Georgia Nutrition Program Nutrient Targets for Meals

Nutrient Targets: Following are nutrient targets for each meal. An asterisk (*) indicates that the nutrient must be provided daily. A plus sign (+) indicates that the availability of the nutrient is based on a weekly average.

Table 304-F-1

Nutrient	Target Value
*Calories	650-700
*Protein	19 grams
*Fat	Up to 35% of total calories: 25.2 grams/650 calorie meal; 27.2 grams/700 calorie meal
*Saturated Fat	Up to 10% of total calories (7.2-7.7 grams)
*Calcium	400 milligrams
*Sodium	<1200 milligrams
+Zinc	3.7 micrograms
+Vitamin A	300 micrograms
+Vitamin D	5 micrograms
+Vitamin E	5 milligrams
*Folate	133 micrograms
*Vitamin C	30 milligrams
*Vitamin B ₆	0.57 micrograms
+Vitamin B ₁₂	0.8 micrograms
*Fiber	> 8 grams

Nutrient analysis should target at a minimum: calories, protein, fat (including saturated fat), calcium, magnesium, sodium, fiber, zinc, Vitamin B₆, Vitamin B₁₂, Vitamin C and Vitamin A.

Appendix 304-G

Guidelines for Using the Updated Sample Meal Pattern

Standard Meal Pattern Requirements – Basic Meal Components
 (Table 304-2 is repeated for convenience.)

Food Group	Servings per Meal	Dietary Guidelines Servings per Day
Bread or Bread Alternate	2 servings (1 cup pasta or rice); 2 slices of bread (1 ounce each) or equivalent combinations	6-9 servings daily. Include several servings of whole grain (high fiber) food
Vegetables	2 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of a fruit.)	3-4 servings daily. Include dark green, leafy, or orange vegetables; cooked dry peas and beans.
Fruits	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable.)	2-3 servings daily. Include deeply colored fruits, such as orange fruits
Milk or Milk Alternates	1 serving: 1 cup (8 ounces) or equivalent measure	3 servings daily; select low fat products.
Meat or Meat Alternates	1 serving: 3 ounces or equivalent measure	2 servings daily, total of 6 ounces
Fats	1 serving: 1 teaspoon or equivalent measure	Select foods lower in fat, saturated fat and cholesterol. Limit total fat to 30% and saturated fat to 10% of calories.
Dessert	Varies.	Select foods high in whole grains, low in fat and sugars.
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, according to seasonal preferences.	

The updated sample meal pattern is based on the new DRIs for energy. The caloric requirement in the *2000 Dietary Guidelines* is 1600 – 2200 calories per day, thus the sample pattern provides approximately 685 calories per meal. The number of servings is based on U.S.D.A's *Food Guide Background and Development, Table %, Nutrient Profiles for Food Groups and Subgroup Composites*. These profiles represent the quantities of nutrients and other components that one can expect to obtain on average from one serving of food in each group. The updated sample meal pattern includes one additional serving of bread or bread alternate and an additional serving of vegetable or fruit. Serving sizes are based on the Food Guide Pyramid.

The number of servings reflects an appropriate distribution of foods for the day, particularly for lunch and dinner meals. Servings from a food group may be combined as one large serving.. For example, 2 servings from the bread or bread alternate group may be provided as two slices of bread for a sandwich or one cup of pasta or rice. They also could be provided as ½ cup pasta and one slice of bread.

Guidelines on Meal Pattern, continued:

Likewise two servings of vegetable could be provided as ½ cup mashed potatoes and ½ cup of green beans or one cup total for either vegetable. The pattern provides the option of substituting one fruit serving for a vegetable serving and vice versa.

The updated sample meal pattern, although based on the food servings recommended in the Food Guide Pyramid, does not assure that meals provide at least $\frac{1}{3}$ of the DRIs and the 2000 Dietary Guidelines. Meals are likely to require specific types of fruits and vegetables, whole grains and high fiber foods.

Because of the increase in the nutrient requirements, some meal program participants may have difficulty in consuming the amount of food required to meet the guidelines for one meal at one sitting. Vendors/providers should emphasize using nutrient dense foods, as well as fortified and enriched food products.

Another option may be to serve a midmorning snack in addition to the noon meal in a congregate meal site. The snack could consist of a whole grain bread or fortified cereal, along with fruit or fruit juice and low fat milk.

Appendix E

Older Americans Act

Section C

Older Americans Act Programs and Services

(Click on any entry below to be taken to the indicated page.)

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Summary of Older Americans Act Program Services

The federal Older Americans Act (OAA) provides assistance in the development of new or improved programs to help older persons, by awarding grants to the states for community planning and services. OAA Title III, Title V and Title VII allotments to the states are based on a statutory formula based on a state's population and prior funding history.

Florida's OAA Title III funds are allocated by formula to the 11 Area Agencies on Aging, which in turn contract with local service providers to deliver the services described below to eligible individuals age 60 and over and their caregivers.

The Senior Community Service Employment Program (SCSEP), funded under Title V of the OAA, contracts directly with local service providers to provide unemployed low-income persons age 55 and older with work experience, training and placement in unsubsidized employment.

OAA Title VII funding supports programs and services to protect elders from abuse and provide public education, training and information regarding elder abuse prevention. The Department administers OAA Title VII elder abuse prevention programs through contracts with Area Agencies on Aging and local service providers.

Older Americans Act Title III

DESCRIPTION:

Florida's OAA Title III funds are allocated by formula to the 11 Area Agencies on Aging, which in turn contract with local service providers to deliver the services described below to eligible individuals age 60 and over and their caregivers.

SERVICES OR ACTIVITIES:

- **Title III B:** Provides supportive services to boost the well-being of elders and to help them live independently in their home environment and the community.
- **Title III C1:** Provides congregate meals and nutrition education in strategically located centers such as schools, churches, community centers, senior centers and other public or private facilities where persons may receive other social and rehabilitative services.
- **Title III C2:** Provides home-delivered meals and nutrition education to frail homebound individuals.
- **Title III D:** Provides an array of periodic disease-prevention and health-promotion services at senior centers or alternative sites. Services are designed to help elders prevent or manage chronic diseases and promote healthier lifestyles.

- **Title III E:** Provides services through the National Family Caregiver Support Program to assist families caring for frail older members, and to assist grandparents or older relatives who are caregivers for children 18 and younger or for children of any age who have disabilities.

ADMINISTRATION:

The Department administers OAA Title III programs and services through contracts with Area Agencies on Aging, which in turn enter into contracts with local service providers to deliver services within their communities. Program services are provided by more than 250 contractors and subcontractors statewide.

ELIGIBILITY:

Individuals age 60 and older are eligible for OAA Title III services. Spouses and disabled adults younger than 60 may be served meals under certain circumstances. There is no

income test; however, preference is given to older persons with the greatest economic or social needs. Particular attention is given to low-income older individuals, including low-income minority elders, individuals with limited English proficiency and individuals residing in rural areas.

Title III E, the National Family Caregiver Support Program, serves family caregivers who provide in-home and community care for a person age 60 or older, and grandparents or older individuals age 55 and older who are relative caregivers of children no older than 18 or of children of any age who have disabilities.

STATUTORY AUTHORITY:

Older Americans Act, 42 United States Code 3001 et seq., as amended by Public Law 106-501; Section 20.41 and Chapter 430, Florida Statutes.

OAA TITLES III/VII APPROPRIATION HISTORY AND NUMBERS SERVED:

FFY*	FEDERAL FUNDING OAA TITLE III ALLOCATION TO PSAS	CLIENTS SERVED**
1991-1992	\$44,068,537	341,687
1992-1993	\$47,768,315	328,235
1993-1994	\$45,691,633	367,099
1994-1995	\$47,673,802	359,481
1995-1996	\$47,636,129	74,144
1996-1997	\$45,419,240	81,695
1997-1998	\$45,522,319	107,074
1998-1999	\$47,148,432	94,929
1999-2000	\$47,240,735	91,173
2000-2001	\$49,299,486	89,058
2001-2002	\$61,339,936	112,613
2002-2003	\$72,368,906	96,901
2003-2004	\$71,197,508	90,895
2004-2005	\$73,160,794	87,848
2005-2006	\$74,503,185	86,613
2006-2007	\$73,470,910	84,642
2007-2008	\$75,785,098	80,326
2008-2009	\$77,134,747	81,624#

* Federal fiscal year runs October to September, but contract for service period is January to December.

** Prior to 1995, figures include non-registered services; beginning with 1995, figures include registered services only. Title III E services are included beginning in 2001.

Estimate

Source: CIRTS

FUNDING SOURCE AND ALLOCATION METHODOLOGIES:

OAA Title III programs are 100 percent federally funded. A 10 percent match is required for services and a 25 percent match is required for administration. The statewide funding distribution formula is based on four factors:

1. **35 percent weight** - Planning and Service Area population age 60 and older, divided by the statewide population 60 and over.
2. **35 percent weight** - Planning and Service Area population age 60 and older with incomes below the poverty level, divided by the statewide population age 60 and over with incomes below the poverty level.
3. **15 percent weight** - Planning and Service Area minority population age 60 and older with income below 125 percent of the poverty level.
4. **15 percent weight** - Planning and Service Area population age 60 and older with both a mobility limitation and a self-care limitation, as self-reported in the 1990 Census of population and housing.

The administrative funding allocation for Area Agencies on Aging under the Older Americans Act is based on:

1. ~~Base allocation: 7 percent of the Title III services allocation, with a minimum of \$230,000 per Area Agency.~~
2. The balance of Area Agency administrative funding is allocated based on:
 - A. 50 percent weight - Population age 60 and older in the Planning and Service Area
 - B. 25 percent weight - Number of counties in the Planning and Service Area
 - C. 25 percent weight - Allocation of Community Care for the Elderly core services

Area Agency on Aging administrative funding is limited to 10 percent of the total Older Americans Act grant award. The state unit on aging administrative expense is limited to 5 percent of the grant award.

Older Americans Act Title III B: SUPPORTIVE SERVICES

OAA Title III B funds are allocated to Area Agencies on Aging, which contract with service providers to deliver supportive services such as transportation, outreach, information and referral/assistance, case management, homemaker, home health aide, visiting/telephone reassurance, chore/maintenance, legal services, escort, residential repair/renovation, and health support.

For more detail, refer to the detailed description of OAA Title III B information and referral/assistance services in this subsection.

OAA TITLE III B STATE ALLOTMENT HISTORY AND NUMBERS SERVED:

FEDERAL FISCAL YEAR*	FEDERAL FUNDING	CLIENTS SERVED
2001-2002	\$22,027,242	54,541
2002-2003	\$25,986,733	56,877
2003-2004	\$25,864,837	52,010
2004-2005	\$25,554,888	52,323
2005-2006	\$25,516,538	51,759
2006-2007	\$25,409,222**	50,148
2007-2008	\$24,856,142	47,093***
2008-2009	\$24,749,455	46,892#

* Federal fiscal year runs October to September, but contract for service period is January to December.

** Allotment and carry forward.

*** Unduplicated count of clients with data captured by CIRTS. See Information and Referral/Assistance Units of Service table below for data on services assisting elders, caregivers and the general public with their information and referral needs.

Projection

Source: AOB and CIRTS

Program Highlight

Gerald lives in a mobile home in a rural area. After concerned out-of-state relatives referred Gerald to the local elder services, he initially resisted the provider's offers of help. However, unable to properly keep up his home, he eventually accepted daily home-delivered meals and the help of a homemaker to keep his home clean. Through the patience and persistence of the local provider, Gerald is now receiving nutritious meals and his home provides a cleaner, safer environment.

Information and Referral/Assistance

DESCRIPTION:

Information and Referral/Assistance (I&R/A) is a supportive service for older adults and their caregivers who seek information about elder services within their communities. I&R/A services are provided through a statewide network of 12 Elder Helplines. Each of Florida's Planning and Service Areas (PSAs) has at least one Elder Helpline staffed by information & referral specialists. Funds for I&R/A are allocated to Area Agencies on Aging, which may choose to provide the service or contract with an information and referral service provider. Individuals and community agencies seeking accurate, unbiased information about state or local social and health services can access Florida's Elder Helpline information and referral service by calling toll free 1-800-96-ELDER (1-800-963-5337).

SERVICES OR ACTIVITIES:

Older persons and their caregivers are often faced with numerous challenges relating to aging. As the aging population grows, so does the demand for information. The I&R/A functions provide information and referral services that assure all older persons in the state have access to current information about programs, services, resources and opportunities available within their communities.

The information and referral network consists of state units on aging (in Florida, the Department of Elder Affairs), Area Agencies on Aging and local Older Americans Act-funded providers. National information and referral standards are implemented to ensure that essential elements of I&R/A are being provided. I&R/A programs are key to connecting persons with information on services such as transportation, financial assistance, health insurance counseling, caregiver support, elder abuse prevention, housing, senior centers, energy assistance, home-delivered meals, home health care and long-term care.

The Department's functions include developing I&R/A policies and procedures; providing training resources and technical assistance; managing and maintaining the statewide toll-free 800 service; providing resource information to the Elder Helplines; and serving as state I&R/A liaison to the National Association of State Units on Aging and state I&R/A committees. To expand information and referral services and better serve consumers, the Department developed a statewide web-based Elder Resource Directory database. The database references approximately 5,553 resources and is maintained by Department and Area Agency on Aging staff.

Other Department functions include responding to consumer-generated inquiries via mail, email and telephone, and researching interdisciplinary aging topics.

INFORMATION AND REFERRAL/ASSISTANCE UNITS OF SERVICE:

UNITS OF SERVICE			
STATE FISCAL YEAR	INFORMATION	REFERRALS	TOTAL
2001-2002	790,644	89,699	880,343
2002-2003	745,067	74,433	819,500
2003-2004	814,168	80,364	894,532
2004-2005	911,790	90,949	1,002,739
2005-2006	672,927	92,185	765,112
2006-2007*	621,886	41,503	663,389
2007-2008*	455,614	38,382	493,996
2008-2009#	357,634	62,127	419,761

**Reduction in information units reflects cessation of outsourcing of Elder Helplines by 9 of 11 Area Agencies on Aging and a change in data source.*

Sources: CIRTS and WebDB

Projection

Program Highlight

An elder client made a visit to the Elder Helpline in her community to request information and assistance with her utility bill. During this visit, the elder noticed an ACCESS (Automated Community Connection to Economic Self-Sufficiency) poster and inquired about public assistance benefits. The Information & Referral specialist interviewed the client and discovered that she was receiving only her spouse's Social Security benefits. The elder client's \$400 monthly benefit was her only source of income to pay for basic needs, including medical costs. The Information & Referral specialist also discovered that the client possessed a Medicaid card but had never used it. The specialist provided information about the benefits of the card and, with the client's permission, contacted her doctor and pharmacist, who placed notes in her files to request the card during her next visits. Thus, the Information & Referral specialist's expertise in navigating the ACCESS system enabled the elder client to get the help she needed to meet her medical needs.

Older Americans Act Title III C1: CONGREGATE MEALS

OAA Title III C1 funds are allocated to Area Agencies on Aging, which contract with local service providers to deliver congregate meals at specified meal sites. Meals must conform to current Dietary Guidelines for Americans and provide at least one-third of the current daily Dietary Reference Intake (DRI) for the predominant statewide demographic recipient, a moderately active female age 70 or older. In addition to OAA Title III C1 services, the Department's contracted services and local services programs provide congregate meals among their services.

OAA TITLE III C1 STATE ALLOTMENT HISTORY AND NUMBERS SERVED:

FEDERAL FISCAL YEAR*	FEDERAL FUNDING	CLIENTS SERVED
2001-2002	\$23,373,108	40,228
2002-2003	\$26,317,912	40,432
2003-2004	\$25,277,412	38,584
2004-2005	\$25,247,512	36,822
2005-2006	\$25,336,324	34,424
2006-2007	\$25,054,134**	35,215
2007-2008	\$26,114,186	32,674
2008-2009	\$27,235,573	34,044#

* Federal fiscal year runs October to September, but contract for service period is January to December

** Allotment plus carry-forward

Projection

Source: AOB and CIRTS

Older Americans Act Title III C2: HOME-DELIVERED MEALS

OAA Title III C2 funds are allocated to Area Agencies on Aging, which contract with local service providers for provision of home delivered meals. Meals must conform to current Dietary Guidelines for Americans and provide at least one-third of the current daily Dietary Reference Intake (DRI) for the predominant statewide demographic recipient, a moderately active female age 70 or older. In addition to OAA Title III C2 services, the Department's contracted services and local services programs provide home delivered meals among their services.

OAA TITLE III C2 STATE ALLOTMENT HISTORY AND NUMBERS SERVED:

FEDERAL FISCAL YEAR	FEDERAL FUNDING	CLIENTS SERVED
2001-2002	\$10,560,890	27,027
2002-2003	\$12,930,649	28,792
2003-2004	\$13,259,431	27,146
2004-2005	\$13,184,571	25,297
2005-2006	\$13,399,176	24,504
2006-2007	\$13,466,020**	23,627
2007-2008	\$13,303,977	22,409
2008-2009	\$13,663,443	24,920#

* Federal fiscal year runs October to September, but contract for service period is January to December

** Allotment plus carry-forward

Projection

Source: AOB and CIRTIS

Older Americans Act Title III D: PREVENTIVE HEALTH SERVICES

OAA Title III D funds are allocated to Area Agencies on Aging, which enter into contracts with service providers for preventive health services. This subsection contains a detailed description of Health Promotion and Wellness Initiatives.

OAA TITLE III D STATE ALLOTMENT HISTORY:

FEDERAL FISCAL YEAR*	FEDERAL FUNDING
2001-2002	\$1,522,680
2002-2003	\$1,547,751
2003-2004	\$1,606,047
2004-2005	\$1,597,014
2005-2006	\$1,584,411
2006-2007	\$1,569,412
2007-2008	\$1,513,320
2008-2009	\$1,513,320

* Federal fiscal year runs October to September, but contract for service period is January to December

Source: AOB and CIRTS.

Health Promotion and Wellness Initiatives

DESCRIPTION:

Health Promotion and Wellness Initiatives include evidence-based chronic disease self-management courses, chronic disease prevention courses and physical activity courses. Other initiatives include workshops, seminars, health fairs and health screening opportunities. Initiatives are developed and conducted to educate seniors and their caregivers, to deliver effective interventions to make a noticeable difference in elders' health and well-being, and to increase awareness about issues related to the health of elder Floridians.

SERVICES OR ACTIVITIES:

Health Promotion and Wellness Initiatives offer a variety of activities including gerontological counseling, mental health counseling and screening, disease information,

health promotion, health risk assessment and screening, home injury control, medication management, nutrition counseling and programs, physical fitness programs, diabetes education and screening, arthritis education, cancer education and screening, cardiovascular health education, injury and fall prevention, and osteoporosis education and screening.

NUMBERS SERVED:

FEDERAL FISCAL YEAR (FFY)/ CALENDAR YEAR (CY)	CLIENTS SERVED
FFY 1998-1999	Information not available
FFY 1999-2000	23,808
FFY 2000-2001	472,764*
FFY 2001-2002	97,461
FFY 2002-2003**	39,925**
CY 2003	91,247
CY 2004	78,902
CY 2005	73,797
CY 2006	52,084
CY 2007	61,781
CY 2008	70,668#

* Includes direct and indirect services; all other program years reference direct services only.

** Contract period was 7/1/2002 to 12/31/2002 in order to transition from a FFY to a calendar year.

Estimate

Program Highlight

Evidence-based chronic disease self-management courses and evidence-based physical activity and nutrition courses are among OAA III D services offered by the Department in partnership with the Area Agencies on Aging. These courses help elders maintain their health and manage chronic conditions. Courses have proven effective for participating elders in decreasing their hospital in-patient days and medical costs, as well as increasing the number of days they reported feeling "good" or "very good." An elder participating in Living Healthy, a chronic disease self-management course, expressed her gratitude for the program and how it helped her control her pain. She reported that her incidences of extreme pain had been greatly reduced since she completed the Living Healthy course.

Older Americans Act Title III E: NATIONAL FAMILY CAREGIVER SUPPORT PROGRAM

Funds for the National Family Caregiver Support Program are allocated to Area Agencies on Aging, which contract with local service providers to deliver a range of services. These services include information, assistance in gaining access to services, individual counseling, organization of support groups and caregiver training, respite care, supplemental services including housing improvement, chore, provision of medical supplies and services, and legal assistance for caregivers and grandparents or older individuals who are caregivers for relatives.

National Family Caregiver Support Program services are available to adult family members who provide in-home and community care for a person age 60 or older, or to grandparents and relatives age 55 or older who serve as caregivers for children 18 and younger or for children of any age who have disabilities.

OAA TITLE III E STATE ALLOTMENT HISTORY AND NUMBERS SERVED:

STATE FISCAL YEAR	FEDERAL FUNDING	CLIENTS SERVED
2001-2002	\$8,721,584	3,778
2002-2003	\$10,010,315	5,541
2003-2004	\$10,969,024	3,533
2004-2005	\$11,853,336	5,512*
2005-2006	\$12,117,749	18,228*
2006-2007	\$12,796,158	22,513*
2007-2008	\$9,997,473	28,880
2008-2009	\$9,972,956	28,810**

* Includes only customers served with respite and other one-on-one services. Increases are due to improved data capture using NAPIS.

** Estimate

Source: 2005-2008 NAPIS Reports

PROGRAM HIGHLIGHTS

Muriel and Donald, both age 67, felt increasingly anxious and helpless as they witnessed their daughter's inability to deal responsibly with a serious long-term drug addiction. Over the years the daughter – their only child – matured from a teenager to an adult. But the incidents of drug abuse, life-threatening overdoses, fighting and irresponsibility increased in number and severity despite the couple's efforts to convince her to seek help. Now their child was a mother with a child of her own, an 8-year-old son. Out of necessity, Muriel and Donald took on the role of caregivers, providing a home and financial support for their daughter and grandson, but the stress of their daughter's ongoing drug abuse soon became unbearable. One morning, they heard their grandson screaming in terror. His mother had overdosed again, and he couldn't wake her up. The grandson was terrified that his mother might be dead. Fortunately, the woman survived the incident and subsequently recovered from her drug overdose after hospitalization. But this was the final straw, and Muriel and Donald decided they could no longer deal with what had long been an intolerable situation, made worse by the fears for their grandson. The grandparents sought help from Jewish Adoption and Foster Care Options (JAFCO). JAFCO provides a variety of legal, emotional and therapeutic support services for caregivers, funded by OAA Title III E dollars. The JAFCO social worker assigned to their case counseled Muriel and Donald about possible options for dealing with their daughter's drug dependency. JAFCO helped them successfully file a motion in family court for emergency temporary custody of their grandson. Now, two years after being granted custody, Muriel and Donald still visit with their JAFCO social worker on a regular basis and attend a bi-weekly grandparent support group. Their daughter is in a drug rehabilitation program and doing very well on her own without the financial support of her parents. The grandson is in therapy and doing much better at home and at school. He visits his mother regularly and is happy she is getting the help she needs to overcome her drug dependency and make a better life for herself.

In their elder years, Frank and Mary could look back at many happy years of marriage. But a few years ago Mary was diagnosed with a form of dementia. As his wife's condition worsened, Frank took on the role of caregiver, but the increasing demands of this role left him frustrated and exhausted. Frank began to worry that the stress of caregiving was adversely affecting his own health and memory. As a result, Frank reluctantly brought Mary to the Noble A. McArtor Senior Day Center, which provides respite and other caregiver services funded with OAA Title III E dollars. Frank hoped that the Center could provide respite care for his wife on weekdays, allowing him to get some rest and tend to house chores that had long been left undone due to the demands of caregiving. The McArtor Center does not specifically serve individuals with memory disorders but was willing to accept Mary on a trial basis to determine if she could benefit from Center services, and to see if the Center could accommodate her needs. This proved to be the case. Although Mary initially seemed reluctant to let Frank leave during her first few days at the Center, staff helped her quickly become acclimated to her new surroundings. Although her memory loss often made it difficult for her to express what she was trying to say, she enjoyed many Center activities, particularly the live music. A caring and friendly woman, Mary began to reach out to other elders and soon became a welcome, familiar figure at the Center. Frank was delighted that Mary had adjusted so well to the Center, and this in turn gradually reduced the stress he had been experiencing as a caregiver. Frank now receives additional caregiver assistance through counseling and a monthly caregiver support group offered by the Center. He finds these services very helpful. Frank takes Mary to the Center Mondays through Thursdays, but keeps her home on Fridays so they can enjoy the day together doing favorite activities such as fishing.

Older Americans Act Title V: SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

DESCRIPTION:

The Senior Community Service Employment Program (SCSEP) serves unemployed low-income Floridians who are at least 55 years old and have poor employment prospects. Participants are placed in a part-time community service position with a public or private non-profit organization, with the goal of transitioning to a regular job with any type of employer. The program's goal is to help keep elders economically self-sufficient while enjoying the social and physical benefits of remaining a vital part of Florida's workforce.

SERVICES OR ACTIVITIES:

Services provided by the program include outreach and recruitment, eligibility determination, assessments, preparation of an individual employment plan, program orientation, supportive services, annual free physical examinations, job training, personal and employment-related counseling, part-time paid work experience in community-service assignments, job development, job referrals, placement in unsubsidized employment and follow-up activities.

Under the Workforce Investment Act, implemented by Florida on July 1, 1999, SCSEP is a mandated partner in regional one-stop centers operated under the auspices of Florida's 24 regional workforce development boards.

ADMINISTRATION:

SCSEP is the only federally funded employment and training program focused exclusively on the needs of low-income older persons. The Department administers SCSEP state-share funds through contracts with local providers (see Funding Source and Allocation Methodologies).

ELIGIBILITY:

Eligibility is limited to unemployed Florida residents who are 55 and older and have income of no more than 125 percent of the Federal Poverty Income Guidelines (as published annually by the U.S. Department of Health and Human Services). Statutory selection priorities focus on eligible persons who are 60 and older, and eligible veterans and qualified spouses (in accordance with the Veterans Employment Act). Other preferences

for enrollment are incomes below poverty level, greatest social or economic need, minorities, and limited English-speaking skills.

STATUTORY AUTHORITY:

Title V of the Older Americans Act, 42 United States Code 3001 et seq. as amended by Public Law 109-365.

NUMBER OF PROGRAM SLOTS:

STATE FISCAL YEAR	STATE-SHARE PROGRAM SLOTS	FUNDING ALLOCATION	NATIONAL-SPONSOR PROGRAM SLOTS
1995-1996	State share slots prior to SFY 2001-2002 are included in national sponsor slot allocations.	Not Available	3,783
1996-1997			3,510
1997-1998			3,528
1998-1999			3,512
1999-2000			3,547
2000-2001			3,547
2001-2002			723
2002-2003	837		2,827
2003-2004	821	\$5,869,211	2,287
2004-2005	724	\$5,171,937	2,824
2005-2006	718	\$5,146,318	2,813
2006-2007	712	\$5,094,851	2,785
2007-2008	712	\$5,661,826	2,785
2008-2009	692	\$6,088,015	2,707

Source: U.S. Department of Labor/Employment and Training Administration

FUNDING SOURCE AND ALLOCATION METHODOLOGIES:

The program is funded under Title V of the Older Americans Act. Nationally, 78 percent of funds and related slots are contracted on a competitive basis by the U. S. Department of Labor to national sponsors. These sponsors operate programs directly or subcontract

them to public or non-profit agencies. The remaining 22 percent of funds are allocated to each state.

The Department, as Florida's designated state unit on aging, is the grant recipient of state-share SCSEP funds. Funds are awarded through a competitive process to providers in most of Florida's 11 Planning and Service Areas. The program requires a 10 percent match.

The Department hosts an annual meeting with national SCSEP sponsors to review existing slot placements by county and to assure that authorized positions apportioned to each county are distributed in an equitable manner, taking into consideration several relative factors. This meeting is also used to cooperatively develop the annual equitable distribution report to ensure that program funds are spent fairly, consistent with the distribution of eligible elders throughout the state.

PROGRAM HIGHLIGHT

In 2001, Maria left her native Venezuela with her husband Armando and three children for political and economic reasons. Seeking a better life in the United States, the family settled in Miami but struggled with a variety of problems, including age and language barriers and difficulty in finding affordable housing. Three years after their arrival, Armando suffered a heart attack and was unable to work, compelling Maria to look for assistance to care for her husband and family. She was uncertain about her employment prospects because she was 62 years old, but then learned about the Senior Community Service Employment Program. Maria enrolled in the program and received training as a childcare worker while gaining work experience during her community service assignment. Her personality and abilities made her ideal for this assignment. After completing her program participation, Maria accepted a job as a childcare worker in a facility near her home, making it more convenient to care for her husband. Maria has now acquired a childcare training certificate and is currently taking classes to improve her English. As a result of her new career, Maria feels much more confident about the future and hopes someday to manage a childcare facility of her own.

Older Americans Act Title VII: ELDER ABUSE PREVENTION

OAA Title VII funding supports programs and services to protect elders from abuse and provide public education, training and information regarding elder abuse prevention. The Department administers OAA Title VII elder abuse prevention programs through contracts with Area Agencies on Aging and local service providers.

The Department allocates OAA Title III and Title VII funds to Florida's 11 Planning and Service Areas (PSAs) on a formula basis. Please refer to the previous table in the Title III program listing for information concerning the combined OAA Title III/VII appropriation history.

Elder Abuse Prevention Program

DESCRIPTION:

The Elder Abuse Prevention Program is designed to increase awareness of the problem of elder abuse, neglect and exploitation. The program includes training and dissemination of Elder Abuse Prevention materials and funds special projects to provide training and prevention activities.

SERVICES OR ACTIVITIES:

The program provides for public education and outreach to identify and prevent elder abuse, neglect and exploitation. The Department has developed Elder Abuse Prevention training modules, including modules for professionals, the general public (especially elders), law enforcement officers, financial institution employees and case managers. Department staff and Area Agency on Aging coordinators provide training on these modules and disseminate module training materials to other professionals for use in their communities.

The Department, in conjunction with other statewide agencies and local communities, administers the Triad Program, a comprehensive crime-prevention program represented by a three-way commitment among law enforcement, seniors and community organizations. The mission of the statewide triad is to strengthen community partnerships in order to reduce crime and the fear of crime among older Floridians. The Department works with other statewide agencies and local communities to promote the development of triads throughout the state. The program has developed and distributed a triad fact

sheet, a "How to Start a Triad" kit, a "Preventing Home Repair Fraud" tip sheet and brochure, and a "Prevent Identity Theft" brochure.

ADMINISTRATION:

The Elder Abuse Prevention Program is administered by the Department's Elder Rights Bureau through contracts with Area Agencies on Aging. It works to develop, strengthen and carry out programs to prevent elder abuse, neglect and exploitation, including financial exploitation.

ELIGIBILITY:

The program serves anyone in need of information on the signs, symptoms and prevention of elder abuse, neglect and exploitation, including information on how to report suspected abuse.

STATUTORY AUTHORITY:

Older Americans Act, 42 United States Code 3001 et seq. as amended by Public Law 106-501; Section 430.101, Florida Statutes.

APPROPRIATION HISTORY:

STATE FISCAL YEAR	FEDERAL FUNDING
1999-2000	\$169,537
2000-2001	\$5172,259
2001-2002	\$344,252
2002-2003	\$383,366
2003-2004	\$380,874
2004-2005	\$378,726
2005-2006	\$378,779
2006-2007	\$377,396
2007-2008	\$382,298
2008-2009	\$372,498

FUNDING SOURCE AND ALLOCATION METHODOLOGIES:

The program is 100 percent federally funded by Title VII of the Older Americans Act. Special projects are developed and funded based on Older Americans Act guidelines for activities to develop, strengthen and carry out programs for the prevention of elder abuse, neglect and exploitation.

PROGRAM HIGHLIGHT

During the 2006-2007 fiscal year, the Department conducted presentations and training sessions throughout the state on elder abuse, neglect and exploitation prevention and on mandatory reporting. These 318 training sessions attracted 8,538 participants. Session attendees included seniors, medical professionals, law enforcement and social service personnel, paraprofessionals and others who interact with elders on a regular basis. In the fall of 2007, the Department developed a statewide campaign to create awareness about elder abuse and empower Florida residents of all ages to take an active role in its prevention. The ongoing campaign utilizes radio, print and other media. The slogan for the campaign – “The power to prevent elder abuse is in your hands” – emphasizes how important it is for each resident to take an active role in preventing elder abuse.

Long-Term Care Ombudsman Program

DESCRIPTION:

The program is a statewide, volunteer-based system of district councils that work to protect, defend and advocate on behalf of long-term care facility residents. Ombudsmen identify, investigate and resolve complaints made by, or on behalf of, residents of nursing homes and other long-term care facilities.

SERVICES OR ACTIVITIES:

Volunteers investigate all complaints and devise a means to resolve concerns brought to the attention of the program by, or on behalf of, residents of long-term care facilities who are age 60 or older. In addition, the program:

- Monitors and comments on the development and implementation of federal, state and local laws, regulations and policies that pertain to the health, safety and welfare of residents in long-term care facilities;
- Provides information and referral regarding long-term care facilities;
- Conducts assessments focusing on quality-of-life issues in each long-term care facility at least annually; and
- Helps develop resident and family councils to protect the well-being of residents.

ADMINISTRATION:

The Long-Term Care Ombudsman Program is administered by the Department of Elder Affairs. The program operates through 17 district councils, and paid staff at the state and local levels coordinate and support the work of certified volunteers.

ELIGIBILITY:

Anyone – including friends, family members, facility staff and residents themselves – may report a concern on behalf of a resident of a long-term care facility, such as a nursing home, assisted living facility or adult family care home. There is no fee for the service and there are no financial or residency requirements to qualify for the programs services.

STATUTORY AUTHORITY:

Title VII of the Older Americans Act, 42 United States Code 3001 et seq. as amended by Public Law 106-501; Part I, Chapter 400, Florida Statutes.

APPROPRIATION HISTORY

STATE FISCAL YEAR	FEDERAL FUNDING	STATE FUNDING	TOTAL
1994-1995	\$722,597	\$112,387	\$834,984
1995-1996	\$720,872	\$143,001	\$863,873
1996-1997	\$723,359	\$138,530	\$861,889
1997-1998	\$724,095	\$147,749	\$871,844
1998-1999	\$945,993	\$159,634	\$1,105,627
1999-2000	\$1,011,559	\$259,634	\$1,271,193
2000-2001	\$1,011,559	\$339,634	\$1,351,193
2001-2002	\$1,082,358	\$1,205,102	\$2,287,460
2002-2003	\$1,316,838	\$1,285,102	\$2,601,940
2003-2004	\$1,394,945	\$1,361,593	\$2,756,538
2004-2005	\$1,450,999	\$1,351,432	\$2,802,431
2005-2006	\$1,205,727	\$1,267,764	\$2,473,491
2006-2007	\$1,505,485	\$1,447,583	\$2,953,068
2007-2008	\$1,115,096	\$1,401,870	\$2,516,966
2008-2009	\$1,153,739	\$1,370,388	\$2,524,127

INSPECTIONS AND INVESTIGATIONS

FEDERAL REPORTING YEAR	FACILITIES	ASSESSMENTS	COMPLAINTS INVESTIGATED
1993-1994	1,677	1,953	5,206
1994-1995	3,016	2,235	6,295
1995-1996	2,925	2,082	5,455
1996-1997	3,053	2,097	6,635
1997-1998	3,237	2,474	10,071
1998-1999	3,378	2,761	7,969
1999-2000	3,661	2,886	8,040
2000-2001	3,567	2,832	7,664
2001-2002	3,470	2,240	7,643
2002-2003	3,653	3,120	8,667
2003-2004	3,702	2,894	9,035
2004-2005	3,500	2,944	7,963
2005-2006	3,585	2,582	7,905
2006-2007	3,585	2,582	7,905
2007-2008	3,932	3,932	7,715
2008-2009*	3,932	3,932	7,800

* Estimates

Source: Data collected and reported from district ombudsman offices

FUNDING SOURCE AND ALLOCATION METHODOLOGIES:

The Long-Term Care Ombudsman Program is funded by Title VII of the Older Americans Act and by state General Revenue. Federal and state funds are disbursed according to recommendations by the State Ombudsman through the Department of Elder Affairs.

Program Highlight

During an annual assessment of an adult family care home, a local ombudsman found that the residents of the facility were in danger because the facility had installed a steel cage to encase the front porch and all the home's windows had bars over them. When the ombudsman attempted to enter the facility he found the cage door locked, and a resident on the porch was unable to open the door for him.

When the ombudsman asked the resident to have the owner open the door, he was told that the owner was not at home and the resident did not have a way to contact her. The ombudsman waited for the owner to return. After an hour, the owner arrived at the home and opened the door to allow the ombudsman to enter. The ombudsman conducted his annual assessment and learned that the owner always locked the door, preventing the residents from leaving.

The ombudsman discussed his concern over the locked cage and the fact that the residents were unable to exit the facility, even in an emergency. The owner indicated that she locked the door to protect the residents, one of whom had a tendency to wander away. The ombudsman informed the owner that this placed all of the residents in danger, and since this was their home they should be allowed to go outside. He also explained that in the event of a fire, the residents would not be able to exit the facility. When the ombudsman was ready to leave, he found that the door had automatically locked itself. When he asked the owner to unlock the door, she was unable to turn the lock from inside – in essence, she had locked herself in the home as well.

After eventually being able to leave the facility, the ombudsman contacted the Department of Children and Families (DCF) Abuse Hotline, the Agency for Health Care Administration (AHCA) and the local fire department regarding the safety hazard posed by the "caged porch." The Department of Children and Families conducted an investigation with the Attorney General's Office and found that the residents of the facility were indeed in danger. DCF removed all the residents from the facility and placed them in other facilities in the area. As a result of the ombudsman's discovery and the subsequent findings by AHCA, the facility's licenses were not renewed.

Appendix F

Dietary Guidelines for Americans



Dietary Guidelines for Americans

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Dietary Guidelines for Americans, 2005



The *Dietary Guidelines for Americans* has been published jointly every 5 years since 1980 by the Department of Health and Human Services (HHS) and the Department of Agriculture (USDA). The Guidelines provide authoritative advice for people two years and older about

how good dietary habits can promote health and reduce risk for major chronic diseases. They serve as the basis for Federal food and nutrition education programs.

Note: Documents in PDF format require the [Adobe Acrobat Reader®](#). If you experience problems with PDF documents, please [download the latest version of the Reader®](#).

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Chapter 1 [Background and Purpose of the Dietary Guidelines for Americans \[PDF - 353 KB\]](#)

Chapter 2 [Adequate Nutrients Within Calorie Needs \[PDF - 603 KB\]](#)

Chapter 3 [Weight Management \[PDF - 572 KB\]](#)

- Chapter 4 [Physical Activity \[PDF - 507 KB\]](#)
- Chapter 5 [Food Groups To Encourage \[PDF - 405 KB\]](#)
- Chapter 6 [Fats \[PDF - 428 KB\]](#)
- Chapter 7 [Carbohydrates \[PDF - 343 KB\]](#)
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- Chapter 9 [Alcoholic Beverages \[PDF - 858 KB\]](#)
- Chapter 10 [Food Safety \[PDF - 393 KB\]](#)

- Appendix A [Eating Patterns \[PDF - 125 KB\]](#)
 - [A-1](#) DASH Eating Plan at 1,600-, 2,000-, 2,600-, and 3,100-Calorie Levels
 - [A-2](#) USDA Food Guide
 - [A-3](#) Discretionary Calorie Allowance in the USDA Food Guide

- Appendix B [Food Sources of Selected Nutrients \[PDF - 188 KB\]](#)
 - [B-1](#) Food Sources of Potassium
 - [B-2](#) Food Sources of Vitamin E
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 - [B-4](#) Non-Dairy Food Sources of Calcium
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 - [B-7](#) Food Sources of Magnesium
 - [B-8](#) Food Sources of Dietary Fiber
 - [B-9](#) Food Sources of Vitamin C

- Appendix C [Glossary of Terms \[PDF - 74 KB\]](#)

- Appendix D [Acronyms \[PDF - 50 KB\]](#)

This publication, as well as the booklet, [Finding Your Way to a Healthier You](#), and the [2005 Report of the Dietary Guidelines Advisory Committee](#) may be viewed and downloaded from the Internet at www.health.gov/dietaryguidelines.

To purchase printed copies of this publication (Stock Number 001-000-04719-1) or

the booklet, [Finding Your Way to a Healthier You](#) (Stock Number 001-000-04718-3), call the U.S. Government Printing Office toll-free at (866) 512-1800, or access the GPO Online Bookstore at <http://bookstore.gpo.gov>.

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Appendix G

Georgia Department of Human Resources Food Services Rules

RULES AND REGULATIONS

FOOD SERVICE

CHAPTER 290-5-14-.08 (2)SPECIAL FOOD SERVICE OPERATIONS

(2) Temporary Food Service Establishments.

(a) Operation, Permit Application, Responsibilities.

1. A temporary food service establishment means a food service establishment that operates at the same location for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

2. The application for a special food service permit shall indicate the inclusive dates of the proposed operation and must be submitted at least 30 days prior to the event.

3. The following applies to a vendor application:

(i) Any person desiring to operate a temporary food service establishment shall make written application for a permit on forms provided by the Health Authority at least 30 days prior to the event and pay applicable fees at the time of application.

(ii) The application shall include the name and address of each applicant, the location and type of the proposed temporary food service establishment, (to include the menu items) and the signature of the applicant.

4. The organizer's responsibility is the following:

(i) It will be the organizer's and/or property owner's responsibility to ensure that only vendors permitted by the Health Authority are allowed to participate in the event;

(ii) The organizer / property owner must also notify the Health Authority 30 days prior to the event taking place by providing a list of food vendors who will be allowed by that organizer to participate in the event; and

(iii) Any unauthorized or un-permitted vendor found participating in an event shall be charged with a violation of this Rule and ordered by the organizer or property owner to leave the event premises.

(b) Inspections.

1. Prior to issuance of a permit, the Health Authority shall inspect the proposed temporary food service establishment. The Health Authority shall only issue a permit to the applicant if the inspection reveals that the proposed temporary food service establishment complies with this Rule.

290-5-14-.08 Special Food Service Operations. (2) Temporary Food Service Establishments. (b) Inspections. (cont.)

2. Temporary food service inspections will be conducted as often as necessary to ensure compliance with this Rule.

3. The current temporary food service inspection report shall be displayed in a conspicuous place wherein it is easily readable by the public.

(c) Operations.

1. A temporary food service establishment which does not comply fully with Rules .03 through .07 of this Chapter may be permitted to operate when food preparation, service and the operation meet fully the requirements set forth in Rule .08 subsections (2)(a) through (h).

2. The Health Authority may impose additional requirements to protect against health hazards related to the conduct of the temporary food service establishment.

3. Preparation processes for potentially hazardous foods will be approved by the Health Authority based on a plan review that shows adequate holding, preparation and service facilities.

4. For special events, foods requiring only cooking may be prepared, if served immediately, in an outside area on the premises of a permitted food service establishment. Prior approval must be obtained from the Health Authority.

(d) Preparation and Service - Potentially Hazardous Foods.

1. Any potentially hazardous food that has been prepared, stored and transported under conditions meeting the requirements of this Chapter, is stored at a temperature of 41°F (5°C) or below or at a temperature of 135°F (57°C) or above in facilities meeting the requirements of this Chapter may be served.

2. Only those potentially hazardous foods requiring limited preparation, such as hamburgers and frankfurters that only require seasoning and cooking, may be prepared or served.

3. The preparation or service of other potentially hazardous foods, including pastries filled with cream or synthetic cream, custards, and similar products, and salads or sandwiches containing meat, poultry, eggs, or fish is prohibited.

4. This prohibition does not apply to any potentially hazardous food that has been prepared and packaged under conditions meeting the requirements of this Chapter, is obtained in individual servings, at 135°F (57°C) or above in facilities meeting the requirements of this article, and is served directly in the unopened container in which it was packaged.

5. Home prepared foods or condiments are prohibited from service, use and/or sales in temporary food service units.

290-5-14-.08 Special Food Service Operations. (2) Temporary Food Service Establishments. (cont.)

(e) Equipment and Supplies Required.

1. Indicating thermometers for immersion into food or cooking media shall be of metal stem type construction, numerically scaled, and accurate to ± 2 degrees Fahrenheit.

2. Enough potable water shall be available at the event for consumption and in the establishment for food preparation, cleaning, and sanitizing utensils and equipment, and for handwashing.

3. Ice shall be handled as follows:

(i) Ice that is consumed or that contacts food shall be made under conditions meeting the requirements of this Chapter,

(ii) The ice shall be obtained only in chipped, crushed, or cubed form and in single-use safe plastic or wet strength paper bags filled and sealed at the point of manufacture,

(iii) The ice shall be held in these bags until it is dispensed in a way that protects it from contamination, and

(iv) Storage of packaged or wrapped food in contact with water or undrained ice is prohibited.

4. Temporary food service operations shall provide only individually wrapped single-service articles for use by the consumer.

5. A heating facility capable of producing enough hot water shall be provided on the premises.

6. Equipment shall be located and installed in a way that prevents food contamination and that also facilitates cleaning the establishment.

7. Food-contact surfaces of equipment shall be protected from contamination by consumers and other contaminating agents. Effective shields for such equipment shall be provided, as necessary, to prevent contamination.

8. Facilities for cleaning and sanitizing utensils and equipment shall be provided at the temporary site or permitted base of operation. Such items shall be cleaned and sanitized at least daily or more often if prescribed by the Health Authority.

9. When food is prepared on the site, a system capable of producing enough hot water for cleaning and sanitizing utensils and equipment shall be provided on the premises.

10. A convenient handwashing facility shall be available for employee handwashing. This facility shall consist of, at least, warm running water, soap, and individual paper towels.

(f) **Liquid Waste.** All sewage including liquid waste shall be disposed of as specified under Rule .06 subsections (4)(h) and (i).

290-5-14-.08 Special Food Service Operations. (2) Temporary Food Service Establishments. (cont.)

(g) Construction.

1. Floors within food preparation and display areas shall be constructed of concrete, asphalt, tight wood, or other similar material kept in good repair and clean.

2. Doors to food preparation areas shall be solid or screened and shall be self-closing or as otherwise approved by the Health Authority.

3. Screening material used for walls, doors, or windows shall be at least 16 mesh to the inch.

4. Air curtains shall be properly designed and installed, and approved by the Health Authority.

5. Ceilings shall be made of wood or other material that protects the interior of the establishment from the weather.

6. Walls and ceilings of food preparation areas shall be constructed in a way that prevents the entrance of insects.

(h) Protection from Contamination.

1. Approved means of excluding insect and vermin from food preparation, service areas and from waste storage areas must be provided commensurate with the type and scope of food service permitted.

2. Counter-service openings shall not be larger than necessary for the particular operation conducted.

3. These openings shall be provided with effective means to restrict the entrance of flying insects.

4. Counter-service openings shall be kept closed when not in actual use, except that these openings may remain open if air curtains are provided as deemed adequate by the Health Authority.

5. All food preparation and food display areas shall be adequately protected from dust, contamination by patrons, and from insects by provision of walls, ceilings, shields, screens or other approved barriers or devices.

6. Open, unprotected display or service of food is prohibited.

(i) Exceptions to Compliance. Temporary food services which:

1. Are sponsored by a political subdivision of this state or by an organization exempt from taxes under paragraph (1) of subsection of (a) of Code Section 48-7-25 or under Internal Revenue Code Section 501(d) or paragraphs (1) through (8) or paragraph (10) of Section 501 (c) of the Internal Revenue Code, as that code is defined in Code Section 48-1-2;

290-5-14-.08 Special Food Service Operations. (2) Temporary Food Service Establishments. (i) Exceptions to Compliance. (cont.)

2. Last 120 hours or less; and

3. When sponsored by such an organization, is authorized to be conducted pursuant of a permit issued by the municipality or county in which it is conducted.

Authority O.C.G.A. 26-2-373, 31-2-4. Administrative History. Original Rule entitled "Inspection of Premises" was filed and effective on July 19, 1965 as 270-5-6-.06. Amended: Rule repealed and a new Rule entitled "Transportation" adopted. Filed January 24, 1967; effective February 12, 1967. Amended: Rule renumbered as 290-5-14-.08. Filed June 10, 1980; effective June 30, 1980. Amended: Rule repealed and a new Rule entitled "Construction and Maintenance of Physical Facilities" adopted. Filed July 10, 1986; effective July 30, 1986. Amended: Rule repealed and a new Rule of the same title adopted. Filed July 11, 1995; effective July 31, 1995. Amended: Rule repealed and a new Rule entitled "Special Food Service Operations" adopted. Filed Jan. 26, 2006; effective Feb. 15, 2006. Amended: Rule repealed and a new Rule of same title adopted. Filed Jan. 24, 2007; effective Feb. 13, 2007. Amended: Rule repealed and a new Rule of same title adopted. Filed August 23, 2007; effective Sept. 12, 2007.

Georgia Department of Human Resources
Dated: January 2, 2008

This is only guidance to assist in developing an Employee Health Policy. (See the 2005 Food Code Chapter 1, Chapter 2, Annex 7, and the 2005 Food Code Supplement for information you must know and be able to share with the Regulatory Authority)

2007 Georgia Food Code 290-5-14-.03 Exclusions and Restrictions .03(4)(g) & Removal of Exclusions and Restrictions .03(4)(h) (continued)			
Suffers symptoms of illness due to:	Action by Person In Charge	Conditions of Exclusions or Restrictions for Symptoms	Regulatory Approval ² Required?
<ul style="list-style-type: none"> • Vomiting, or • Diarrhea 	Exclude	If symptom is from infectious condition	See Infectious Diagnoses
		Until there are no symptoms after 24hours, or medical documentation is provided that states employee is not infectious.	NO
	No Action	If symptom is from noninfectious condition	N/A
<ul style="list-style-type: none"> • Acute Onset of Sore Throat with Fever 	Restrict	Remove restriction if written medical documentation from a health practitioner states that the food employee meets one of the following conditions: (1) Has received antibiotic therapy for <i>Streptococcus Pyogenes</i> infection for more than 24 hours; (2) Has at least one negative throat specimen culture for <i>Streptococcus pyogenes</i> infection; or (3) Is otherwise determined by a health practitioner to be free of a <i>Streptococcus pyogenes</i> infection.	NO
Suffers open or draining lesion or wound and not protected as specified in 2-201.12(H) of the 2005 FDA Food Code/ .03(4)(h)8. page 38	Restrict	Remove restriction if the skin, infected wound, cut, or pustular boil is properly covered with one of the following: (1) An impermeable cover such as a finger cot or stall and a single-use glove over the impermeable cover if the infected wound or pustular boil is on the hand, finger, or wrist; or (2) An impermeable cover on the arm if the infected wound or pustular boil is on the arm; or (3) A dry, durable, tight-fitting bandage if the infected wound or pustular boil is on another part of the body.	NO
<u>Suffers symptom of Jaundice:</u> <ul style="list-style-type: none"> • Onset <u>within</u> last 7 days 	Exclude	Unless the food employee provides to the person in charge written medical documentation from a health practitioner specifying that the jaundice is not caused by hepatitis A virus or other fecal-orally transmitted infection.	See Approval Requirement for Hepatitis A

Common Symptoms⁷ of Illnesses that are Transmittable through Food

Salmonella Typhi (Typhoid Fever)	Dramatic onset of sustained fever, marked headache, lack of energy and appetite, slow heart rate, enlarged spleen and nonproductive cough. Enlarged spleen symptoms include feeling full prematurely when eating, hiccups, and upper left side abdominal pain. Some persons develop rose spots on skin on body trunk and suffer constipation.
Shigella spp.	Abdominal pain, diarrhea, fever, nausea, cramps, sometimes vomiting, pale skin color due to low red cell blood count, often feeling the need to have bowel movements that are painful and often nonproductive. Stools typically contain blood or mucus.
Norovirus	Acute onset explosive (projectile) vomiting, watery diarrhea, abdominal cramps and occasionally low grade fever.
Enterohemorrhagic (EHEC) or Shiga toxin-producing E coli (STEC)	Severe abdominal pain and diarrhea. Diarrhea may be mild and nonbloody or virtually all blood. Sometimes vomiting occurs.
Hepatitis A virus	Nausea, vomiting, diarrhea, abdominal pain, fever, fatigue, jaundice, dark urine, or light colored stools. Jaundice usually occurs 5-7 days after other symptoms.
Hepatitis A virus	Nausea, vomiting, diarrhea, abdominal pain, fever, fatigue, jaundice, dark urine, or light colored stools. Jaundice usually occurs 5-7 days after other symptoms.

Note: ⁷This list is not all-inclusive. This is only partial list of the most common symptoms, in simplified terms that would reasonably likely be found in the workforce to assist non-medically trained persons. Only a medical practitioner can make a diagnosis.

Appendix H

Georgia Department of Human Resources Guidelines for Nutrition Services

**Georgia Department of Human Resources Division of Aging Services
Requirements for Non-Medicaid Home and Community Based Services**

Section 300.

Individual Service Requirements

§304 Nutrition Service Program Guidelines and Requirements	January 2002 revised 3/2008
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§304.1 Purpose

This section establishes requirements for Area Agencies on Aging and their subcontractors in the administration and provision of a comprehensive program of nutrition services to the elderly.

§304.2 Scope.

These requirements apply to all congregate and/or home delivered nutrition services contracted and provided through or by the Area Agency on Aging, supported by any and all non-Medicaid sources of funding.

§304.3 Congregate Nutrition Program Description and Performance Requirements

- (a) Service objective. To promote better physical and mental health for older people through the provision of nutritious meals and opportunities for social contact. Congregate nutrition services shall be a part of a system of services which promotes independent living for the elderly.
- (b) Service outcomes. At a minimum to identify persons at nutritional risk through nutrition screening and assessment, to reduce nutritional risk among consumers through the provision of nutritious meals, education and counseling and to reduce isolation/increase the sense of well being of consumers through socialization.
- (c) Service activities. Service activities include:
 - (1) the provision of meals and nutrition education in a group setting at a nutrition site, senior center, or multipurpose senior center, and ongoing outreach to the community.
 - (2) access by participants to nutrition screening and assessment, nutrition education, and counseling on an individual basis, when appropriate;
 - (3) access to the congregate site through transportation services;
 - (4) shopping assistance;
 - (5) health, fitness, and other educational programs;

(6) and recreational activities.

- (d) Eligibility. Client eligibility is established by provisions of the Older Americans Act at §307(a)(13)(A) and (I) for nutrition services provided through all non-Medicaid fund sources.

Eligible persons are:

- (1) persons aged 60 and over;
- (2) their spouses, regardless of age;
- (3) handicapped/disabled¹ residents of housing facilities occupied primarily by the elderly at which congregate nutrition services are provided;
- (4) handicapped/disabled individuals who live in a non-institutional household with and accompany an eligible person to the congregate nutrition program.
- (5) conditional upon AAA policies; volunteers, staff and guests age 60 and above. (Also see §304.7)

- (e) Schedule of meal service. Each provider agency shall serve meals in accordance with provisions stated in the Older Americans Act at § 331, Subpart 1, concerning Program Authorization.

- (1) Providers of congregate nutrition services shall use an advance reservation system to determine the number of meals necessary for each day's service and inform participants of procedures for reserving meals.
- (2) Providers shall serve eligible drop-in seniors and other unscheduled guests only after participants who have made advance reservations are served a meal which provides all of the Recommended Dietary Allowances.

- (f) Participant records. The service provider agency shall maintain files in a form and format approved/accepted by DAS, including information which, at a minimum, identifies regular participants; documents individuals' eligibility for the program; and contains instructions for emergency contacts and care preferences. All providers shall maintain any other additional individual participant information as specified by DAS service program policies and procedures.

¹ Reference Section 200, §204 "Definitions." Medical certification of disability is not required.

Files of participants served through the DAS contract are confidential and are the property of the Department of Human Resources. All participant files are subject to review and monitoring by the AAA, the Division, the Department, and the federal granting agencies.

- (g) Meal service requirements. Nutrition service providers shall use procedures which provide for the safety, sanitation, accessibility and convenience needs of participants, and efficiency of service, and shall include the following:
- (1) using correct portion sizes and utensils as specified on approved menus;
 - (2) adherence of staff and volunteers to food sanitation requirements, as prescribed by applicable Federal, State and local rules and regulations;²
 - (3) taking and recording food temperatures daily to document that safe temperatures are maintained; and
 - (4) to prevent cross-contamination, kitchenware and food-contact surfaces of equipment shall be washed, rinsed and sanitized³ after each use and following any interruption of operations during which contamination may have occurred;
 - (5) if cafeteria-style service is used, assisting those participants who have physical difficulties with trays.
 - (6) food shall be available to participants for at least 30 minutes after serving begins.
 - (7) providers shall establish policies and procedures which assure that participants do not take potentially hazardous foods from the site.
 - (8) providers shall make available to visually-impaired, blind or otherwise handicapped persons, food containers and utensils appropriate to their needs.
 - (9) after offering additional servings to program participants if appropriate, providers *may* donate unconsumed food

² County health departments have the right of amendment to add requirements to State rules and regulations. The higher of the two sets of standards shall apply.

³ Refer to Appendix 304-A of this section for instructions on preparing and using a sanitizing solution.

products to other charitable community social service or public service organizations. Providers wishing to make such donations shall obtain a "hold harmless" agreement from the receiving organization, which protects the provider from any liability.

- (10) providers shall not arrange for or provide covered dish meals at nutrition sites or other locations, using any funds which are administered through the contract with the Area Agency on Aging to support the cost of such activities.
- (h) Food storage safety.⁴ Potentially hazardous foods shall be stored at safe temperatures as stated at §290-5-14-.03 of the Administrative Rules and Regulations of The State of Georgia, "Food Care, Amended," which states, in part, that "The temperature of potentially hazardous food shall be (maintained at) either 41 degrees Fahrenheit or below or at 140 degrees Fahrenheit or above at all times." Frozen food shall be stored at a temperature of 32 degrees Fahrenheit or below. All rules found at § 290-5-14.03 shall apply.
- (i) Holding time. Providers shall assure that holding times for hot foods do not exceed 4 (four) hours from the final stage of food preparation until the meal is served to the participant, including delivery to the homes of home delivered meals participants.
- (j) Nutrition outreach. Providers shall conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Providers shall refer potential participants to the Area Agency for intake and screening, including administration of the NSI-D checklist, according to procedures developed by the AAA. See §304.7(b)(1). AAAs may fund outreach activities through Older Americans Act Title III-B, Title III-C₁ and C₂ and state funds.
- (k) Nutrition education.⁵ The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status. Providers shall conduct

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⁴ Reference <http://www.nal.usda.gov/fnic/foodborne/wais.shtml>, maintained by the USDA Food and Nutrition Service for information and resources on food safety.

⁵ Nevada State Unit on Aging

nutrition education activities at each congregate nutrition site, as follows:

- (1) Sessions shall be provided at least once monthly consisting of a session of not less than 15 minutes in length.
- (2) Each provider shall develop written nutrition education programming, including a calendar, which documents subject matter, presenters, and materials to be used, in accordance with requirements below. If AAAs/providers employ or contract with Registered Dietitians, the RDs may develop a single educational curriculum, which may be used by multiple sites or review or approve curricula developed by the providers.
- (3) Providers shall assure that nutrition education content and materials^{6, 7} are developed to be consistent with the nutritional needs, literacy levels, and vision and hearing capacities, as well as the multi-cultural composition of participating seniors. At a minimum, providers shall incorporate into the curriculum the content provided in the "Take Charge of Your Health Train-the-Trainer" manual materials.
- (4) A qualified dietician, home economist, or other qualified source shall develop or review and approve nutrition education content/materials.
- (5) Each nutrition service provider shall maintain written documentation of programs presented to verify that the requirements are met.

⁶ Websites which may assist in the development of nutrition education materials include <http://nutrition4living.org> maintained by Benedictine University, Lisle IL; <http://trc.ucdavis.edu/gerinutr/Resources/Educational%20Materials.htm> maintained by the Gerontological Nutritionists, a practice group of the American Dietetic Association; and <http://nirc.cas.psu.edu/links.cfm?area=275> maintained by the Penn State College of Agriculture Nutrition Information and Resource Center.

⁷ Reference: The Nutrition Interventions Manual for Professionals Caring for Older Georgians, Nutrition Intervention and Patient Outcomes, A Self-Study Manual, and Managing Nutrition Care in Health Plans. Contact the Nutrition Screening Initiative, 10101 Wisconsin Avenue, NW, Washington, D.C. 20007 for further information or additional copies.

revised 12/2004

- (l) Nutrition screening⁸ - Nutrition screening is the process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.⁹ Nutrition screening begins at the AAA with the administration of the Nutrition Screening Initiative DETERMINE (NSI-D) Checklist as part of the intake and screening process. The AAA may allow congregate meal sites with no waiting lists to perform initial applicant intake and screening directly. Congregate meal providers shall complete the checklist six months after services begin and, at a minimum, annually thereafter, or at anytime that a change in the participant's condition or circumstances warrants. The AAA and provider(s) jointly shall develop protocols to assure that applicants/recipients whose NSI-D score is 6 or greater (at high nutrition risk) receive or are referred for a Level One Screening (or higher); receive a comprehensive nutrition assessment, when indicated; receive individual nutrition counseling, if indicated; are referred to their primary health care providers for follow-up; or are referred for any other assistance or services needed.¹⁰

revised 12/2004

revised 12/2004

- (m) Nutrition Assessment. An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measurable goals.¹¹ Area Agencies and nutrition service providers are to work collaboratively to identify or develop resources for the provision of nutrition assessments for persons at high nutrition risk. Registered dietitians and/or other qualified professionals may conduct nutrition assessments.

revised 12/2004

- (n) Nutrition counseling. The provision of individualized guidance by a qualified professional on appropriate food and nutrient intakes for those with special needs, taking into consideration health, cultural, socioeconomic, functional and psychological factors. Nutrition counseling may include advice to increase or decrease nutrients in the diet; to change the timing, size or composition of meals; to modify food textures; and, in extreme instances, to

⁸ Reference note 7 and also see <http://www.aafp.org>, the website of the American Academy of Family Physicians.

⁹ Definition adapted from the Guidelines and Standards of the American Society of Parenteral and Enteral Nutrition, A.S.P.E.N. Board of Directors, 1995

¹⁰ If the AAA contracts for or provides case management services for recipients of non-Medicaid services, the case management provider is responsible for comprehensive client assessment and reassessment, including the administration of the NSI-D Checklist. The case management provider is responsible for arranging for and/or coordinating nutrition services, including obtaining additional nutrition screening, with the nutrition service provider.

¹¹ "Nutrition Screening, Triage, and Assessment." Paula Davis McCallum, MS, RD, LDN, In "Nutrition in Cancer Treatment." Eureka, CA: Nutrition Dimension, Inc., 2003.

revised 12/2004

change the route of administration – from oral to feeding tube to intravenous. The AAA or provider shall develop protocols to determine those participants with special needs who would benefit from individual counseling and assure that such counseling is made available by qualified professionals. Please note that individual counseling may not be indicated, regardless of the level of nutritional risk if the person would not benefit from the counseling due to cognitive impairments or otherwise could not participate the development of a nutrition care plan, or it is the documented opinion of a social service or health care professional that the person would not comply with a nutrition care plan. See note 7 for resources.

revised 12/2004

(o) Alternative meals.

(1) Picnic, holiday and weekend meals must meet at least 1/3 DRI/RDA requirements and provide nutrient levels according to the Georgia Program Targets for adults aged 55 and over (see Appendix 304-F); meet temperature requirements for hot and cold foods; and must be prepared in a commercial food service or on-site kitchen.

revised 12/2004

(2) Shelf-stable, dehydrated chilled and frozen meals must meet at least 1/3 DRI/RDA requirements for nutritional value and provide nutrient levels according to the Georgia Program Targets for adults aged 55 and over (see Appendix 304-F); and applicable temperature standards. Package labeling must be legible and show the packaging date, list of food items in the pack, storage instructions, and instructions for preparation or safe thawing and re-heating, or reconstituting.

(o) Facility access and safety. All nutrition sites shall comply with the Americans with Disabilities Act requirements, relating to access, with any other relevant DAS standards or program requirements.¹²

¹² Facility requirements for senior centers which house congregate meal programs are found in Section 200, §206.

**§304.4 Home Delivered Meal
Program Description and
Performance Requirements**

revised 12/2004

- (a) Service objective. To promote better health for frail, older people, and eligible members of their households, through the provision of nutritious meals; nutrition screening, education and counseling services, if indicated, and collateral opportunities for social contact. Home delivered nutrition services shall be a part of a system of services which promotes independent living for the elderly and support for caregivers.¹³

revised 12/2004

- (b) Service outcomes. At a minimum to measure the degree of nutritional risk of program participants; to delay decline in health/nutritional status through nutrition screening and assessment; to reduce identified nutritional risk among consumers through the provision of nutritious meals education and counseling; and to reduce isolation/increase the sense of well being of consumers through collateral contacts with program staff/ volunteers.

- (c) Service activities. Service activities include the provision of meals, and nutrition screening, nutrition assessment, education and counseling to clients and their caregivers in the home and appropriate referral to other services/resources.

revised
8/2002

- (d) Eligibility and priority for services. Eligible persons are those aged 60 and over, whose functional impairments¹⁴ prevent them from participating in a congregate meals program, or who provide care to a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. AAAs shall give priority to those in those in greatest social and economic need, in conjunction with nutrition risk status, as indicated by the NSI-DETERMINE Checklist Score and high functional impairment levels, as documented on the DON-R instrument. Persons with NSI-D Checklist. Scores of 6 or higher are considered to be at high nutritional risk and are to be given priority for services, relative to comparative scores of other applicants. Providers may offer a meal to the spouse/caregivers of a homebound eligible person if the provision of the collateral meal supports maintaining the person at home.

¹³ Home delivered meals may be provided as a supplemental service through the Title III-E National Family Caregiver Support Program.

¹⁴ Functional impairment status and need for assistance are determined by the AAA at the time of intake and screening through the use of the Determination of Need-Revised (DON-R) instrument, and subsequently at the time of initial assessment and annual reassessment. Impairments in the eating and meal preparation items of the DON-R are particular indicators that a person may be at nutritional risk. However, staff shall consider the complete DON-R assessment and NSI-D Checklist in determining nutritional risk.

Providers also may offer meals to the non-elderly, disabled individuals, who reside in the households of elderly (age 60+) persons and are dependent on them for care.

- (e) Schedule of meal service. The service provider shall provide home delivered meals, at a minimum, in accordance with the Older Americans Act, § 336, Subpart 2, concerning Program Authorization. Providers shall make meals available at least once a day, five days or more a week, with arrangements for the provision of meals to participants during weather-related or other states of emergency.
- (f) Participant records. The service provider agency shall maintain files in a form and format approved/accepted by DAS, including information which, at a minimum, identifies regular participants and documents individuals' eligibility for the program. All providers shall maintain any other additional individual participant information as specified by DAS service program policies and procedures. Files of participants served through the DAS contract are confidential and are the property of the Department of the Human Resources. Files are subject to review and monitoring by the AAA, DAS, the Department and federal funding agencies.
- (g) Conditions for referral to other services. When appropriate, service providers shall work with the Area Agency (or case management agency, if available¹⁵) to refer participants to other service resources which may be appropriate to assist them with remaining independent and safe in their home, and/or to assist care givers with maintaining their own health and well-being.
- (h) Meal delivery. Providers shall develop and implement procedures for assuring safe meal delivery in accordance with applicable DHR Food Service and Food Safety rules and DAS requirements for holding times.
- (i) Meal packaging. Providers shall use supplies and carriers which allow for packaging and transporting hot foods separately from cold foods.
 - (1) Providers shall use meal carriers of appropriate design, construction and materials to transport trays or containers of potentially hazardous food, and other hot or cold foods. Carriers shall be

¹⁵ See note 16. Case management agencies, when available, oversee the coordination and provision of all services for non-Medicaid service participants.

enclosed to protect food from contamination, crushing or spillage, and be equipped with insulation and/or supplemental sources of heat and/or cooling as is necessary to maintain safe temperatures.

- (2) Providers shall clean and sanitize meal carriers daily or use carriers with inner liners which can be sanitized.
- (3) Meal packaging, condiments and utensils must meet the following criteria:
 - (A) be sealed to prevent moisture loss or spillage to the outside of the container;
 - (B) be designed with compartments to separate food items for maximum visual appeal and minimize leakage between compartments;
 - (C) be easy for the participant to open or use. Providers must make every effort to provide assistive devices or modified utensils to persons who needed them, to assure maximum consumption and benefit from the meals.

- (j) Frozen, dehydrated, chilled or shelf-stable meals. These meals shall be prepared and served in accordance with DAS requirements and may be used only if the following criteria can be met:¹⁶
 - (1) The provider and the participant or caregiver can assure sanitary and safe conditions for storage, thawing (if applicable), and reheating, or reconstituting.
 - (2) The participant can safely handle the meal, or when the participant is frail, cognitively impaired or otherwise disabled, s/he has someone available to assist with food preparation, meal handling, and eating, if necessary.
- (k) Monitoring by service provider. Each provider shall monitor meal and document daily that temperatures of hot meals received from vendors are within acceptable ranges upon delivery to the

¹⁶ If the AAA contracts for or provides case management services to HCBS participants, the case management provider is responsible for assessing the ability of the home delivered meal recipient to store and prepare alternative meal types, as well as to determine whether the available meal is appropriate to meet the participant's health and dietary needs. See Appendix 304-D for documentation content.

site. Providers will monitor no less than twice per month and document the temperature of the last meal delivered on a given delivery route to assure that holding times, safe temperatures and quality of meals are maintained. Providers shall select routes randomly for monitoring.

- (l) Nutrition outreach. Providers shall conduct outreach activities with emphasis on identifying potential program participants who are among those in greatest social and economic need. Providers shall refer potential participants to the Area Agency for intake and screening, when appropriate, according to procedures developed by the AAA.
- (m) Nutrition education. The provision of information about foods and nutrients, diets, lifestyle factors, community nutrition resources and services to people to improve their nutritional status.¹⁷ Each provider shall provide nutrition education services to recipients of home delivered meals and/or their caregivers at least once per month.
- (1) Providers shall develop written nutrition education programming, outlining activities to be performed; identifying materials to be sent to the homes of program participants and/or their caregivers. If the AAA/provider employs or contracts with a Registered Dietician, individual sites may use a single education curriculum developed or approved by the staff RD.
 - (2) Nutrition education content shall address the nutritional needs of home-bound elderly and be developed, approved or distributed by a qualified dietician, county extension agent, home economist, or other qualified source. Educational content also may include advice on maintaining adequate personal nutritional status to caregivers of frail elderly.
 - (3) Providers shall make available print materials which are in sufficiently large (14 point or larger), clear and commonly used type faces, such as Arial and Verdana or Georgia and Times New Roman, to be easily read, and in language which is appropriate for the educational levels and cultural backgrounds of the participants.

revised 12/2004

revised 12/2004

¹⁷ Reference note 5.

- (4) Each nutrition service provider shall maintain written documentation of educational materials provided, monthly distribution lists to verify that the requirements are met. Providers also shall document telephone and/or home visit contacts.

revised 12/2004

- (n) Nutrition screening. Nutrition screening is the process of using characteristics known to be associated with nutrition problems to identify individuals who are nutritionally at risk.¹⁸ Nutrition screening begins at the AAA with the administration of the NSI-D checklist as part of the intake and screening process. The home delivered meals provider shall administer the NSI-D checklist¹⁹, at six months following the beginning of services and annually thereafter, or more frequently if indicated by a change in the participant's condition or situation. The AAA and provider(s) jointly shall develop protocols to assure that applicants/recipients whose NSI-D score is 6 or higher receive or are referred for a Level One Screening (or higher) and nutritional assessment; receive individual nutrition counseling, if indicated; are referred to his/her primary health care provider for follow-up; or are referred for any other assistance or services needed. (Also see note 7 for NSI interventions reference materials.)

revised 12/2004

- (o) Nutrition Assessment. An evaluation of nutritional status at a given point in time, which may include estimation of nutritional requirements and a care plan with measurable goals.²⁰ Area Agencies and nutrition service providers are to work collaboratively to identify or develop resources for the provision of nutrition assessments for persons at high nutrition risk. Registered dietitians and/or other qualified professionals may conduct nutrition assessments.

Nutrition counseling. The AAA and home delivered meals provider(s) jointly shall develop protocols to determine which program participants would benefit from individual counseling and assure that such counseling is made available by qualified professionals. (Also see note 7 for NSI interventions resources.)

¹⁸ See citation at note 9.

¹⁹ See notes 10, 15 and 16 regarding the provision of case management services. Case management staff may administer the NSI-D checklist and make necessary and appropriate referrals for additional nutrition interventions, coordinating such activities with the provider.

²⁰ See citation at note 11.

**§304.5 Requirements
for Meals.**

- (a) Each meal shall comply with provisions in the Older Americans Act, Title III, Subpart 3 § 339, concerning compliance with Dietary Guidelines for Americans.
- (b) Nutrient content. Nutrient content of meals is determined by the application of the Dietary Reference Intake (DRI) Guidelines and the Dietary Guidelines for Americans, including the Food Guide Pyramid.²¹ Within the DRIs are the Recommended Dietary Allowances (RDAs) and Adequate Intake (AI) levels. The nutrient content of meals shall provide a minimum of 1/3 of the RDA/AI and shall not exceed the Tolerable Upper Intake Levels (UIs) for targeted nutrients on average over the week. If RDA/AI differ for men and women, the higher value of the two will be used. See Appendix 304-E, "Nutrient Values for Meal Planning and Evaluation," and Appendix 304-F, "Georgia Nutrition Program Nutrient Targets for Meals."
- (c) Menu approval. A qualified dietician shall certify menus in each cycle as meeting the dietary guidelines and providing recommended dietary allowances. The AAA shall submit copies of certified menus and nutritional analyses to the Division of Aging Services on a quarterly basis.

revised
12/2002

- (1) The provider shall request and document approvals by the AAA to substitutions or other menu revisions.
- (2) The AAA shall assure that the services of registered dietician are available for menu review and certification. This dietician shall not be employed by the commercial food vendor which provides meals for the planning and service area, if the provider subcontracts meal preparation.
- (3) The certified menus are subject to the audit process and are to be retained for a minimum of six years, according to state record retention requirements.²²

revised 12/2004

- (d) Nutrient analysis. The provider shall obtain and maintain documentation of nutrient analysis for each meal per menu cycle. If the AAA allows the use of alternative protein sources, the procurement documents must clearly state how

²¹ Established by the U.S Department of Agriculture and the U.S. Department of Health and Human Services.

²² The AAA may elect to maintain certified menus at that level for a lesser period of time, as long as the nutrition service provider complies with record retention requirements.

frequently alternative protein may be used on a monthly basis and to what degree.

revised 12/2004

- (e) Meal patterns. Providers may plan menus using the meal pattern(s) established by DAS, but must assure that individual meals provide at least 1/3 of the DRIs/RDAs/AIs, per Appendix 304-E and Georgia Nutrition Program Nutrient Targets in Appendix 304-F. Following is the revised, updated standard meal pattern.

Table 304-2 Standard Meal Pattern Requirements – Basic Meal Components

Food Group	Servings per Meal	Dietary Guidelines Servings per Day
Bread or Bread Alternate	2 servings (1 cup pasta or rice); 2 slices of bread (1 ounce each) or equivalent combinations	6-9 servings daily. Include several servings of whole grain (high fiber) food
Vegetables	2 servings: ½ cup or equivalent measure (may serve an additional vegetable instead of a fruit.)	3-4 servings daily. Include dark green, leafy, or orange vegetables; cooked dry peas and beans.
Fruits	1 serving: ½ cup or equivalent measure (may serve an additional fruit instead of a vegetable.)	2-3 servings daily. Include deeply colored fruits, such as orange fruits
Milk or Milk Alternates	1 serving: 1 cup (8 ounces) or equivalent measure	3 servings daily; select low fat products.
Meat or Meat Alternates	1 serving: 3 ounces or equivalent measure	2 servings daily, total of 6 ounces
Fats	1 serving: 1 teaspoon or equivalent measure	Select foods lower in fat, saturated fat and cholesterol. Limit total fat to 30% and saturated fat to 10% of calories.
Dessert	Varies.	Select foods high in whole grains, low in fat and sugars.
Optional Beverages: Water, coffee, tea, decaffeinated beverages, fruit juices.	8 ounces, minimum, according to seasonal preferences.	

- (1) Providers/vendors shall use standardized recipes which yield all requirements of the meal pattern.
- (2) Food items chosen for each meal must vary daily, and must vary within the category of food.

- (f) Menu cycles. Providers shall develop twenty to twenty-eight day menu cycles, which can be repeated quarterly. Menus for therapeutic/modified meals may be prepared on a six-month cycle (three or four-month cycle optional), in accordance with the Georgia Dietetic Association Manual.
- (g) Modified diets. Modified and/or therapeutic medical diets may be provided and may deviate from the standard menu pattern as required by the participant's special needs and medical condition, providing
 - (1) The nutrition service provider obtains a physician's prescription for each participant needing a special meal and maintains documentation of specific guidance on meal modification,
 - (2) Appropriate foods and staff with the skills necessary to prepare modified/therapeutic meals are available in the planning and service area.
- (h) Menu monitoring. Each nutrition service provider shall retain on file each menu with meals as served, for monitoring purposes. If providing services at multiple sites, each site must have a copy of the menus with meals as served.

§304.6 Administrative Responsibilities of Nutrition Service Providers

- (a) Compliance with the Older Americans Act. All providers shall comply with all provisions for nutrition services contained in the Older Americans Act, as amended.²³
- (b) Nutrition outreach. Each provider of nutrition services shall conduct outreach activities and document outreach strategies and contacts.
- (c) Compliance with other laws and regulations. Each provider agency shall use procedures that comply with all applicable state and local fire, health, sanitation, and safety laws and regulations. All food preparation, handling and serving activities shall comply with applicable requirements as found at § 290-5-14 of the Administrative Rules and Regulations of the State of Georgia.²⁴

²³ Title III, Part A, Section 307(a)(8), (a)(16); Part A, Section 311; Part A, Section 315; Part C, Subpart 1, Section 331, Subpart 2, Sections 336 and 337; Subpart 3, Section 339.

²⁴ Complete State Food Service Rules and Regulations may be found at <http://www.ph.dhr.state.ga.us/publications/foodservice/iii.shtml> or may be obtained from county health departments.

- (d) Food production. Nutrition service providers shall assure that food production is planned and managed using standardized recipes adjusted to yield the desired number of servings, and to provide for consistency in quality and documented nutrient content of food prepared.
- (e) Food borne illness complaints. The provider shall promptly initiate investigation by local health authorities of complaints involving two or more persons with symptoms of food borne illness within a similar time frame after consuming food supplied through the nutrition service program. Providers shall report such complaints to the contracting Area Agency on Aging, within two business days of the occurrence of and/or receipt of a complaint regarding a food borne illness.
- (f) Weather-related emergencies, fires, and other disasters.
 - (1) The provider agency shall make facilities, equipment, and services available to the fullest extent possible in emergencies and disasters, according to the AAA regional emergency/disaster plan.
 - (2) The provider agency shall develop and implement written procedures to provide for the availability of food to participants in anticipation of and during emergencies and disasters, including contingency planning for delivery vehicle breakdowns, inclement weather, shortages in deliveries, food contamination, spoilage, etc.
- (g) Management and oversight of the nutrition program. The service provider agency shall identify an individual who is responsible for the overall management of nutrition services and compliance with performance requirements, standards and procedures. This person, and any other employee(s) responsible for food service management, shall complete appropriate coursework in food protection, hazard avoidance and contamination control procedures,²⁵ and maintain any related certification according to the certifying entity's schedule, through continuing education or other professional development.

²⁵ AAAs and providers are referred to the ServSafe ® training program offered by the County Cooperative Extension Service, or to area technical schools and adult education programs for similar training courses in food safety and related topics.

- (h) Staff orientation and training²⁶. The service provider shall assure that orientation and ongoing training for administrative and direct service staff and volunteers shall be adequate to provide for safe, appropriate, and efficient services to the elderly, and compliance with all applicable requirements and procedures. Providers shall document and maintain records of all content and dates of orientation and training for monitoring purposes.
- (i) Health inspections. It is the responsibility of the nutrition service provider to obtain required health inspections and certificates from the appropriate local health authorities, and post the annual certificates in each
- (j) Recordkeeping and reporting. Nutrition service providers shall comply with all record keeping and reporting and retention requirements as prescribed by the Division. Documentation requirements specific to food service include, but are not limited to, maintenance of :
- (1) Daily records documenting persons who receive meals, for both congregate and home delivered meals program, if applicable;
 - (2) Meal counts or reports, including meals eligible and ineligible for the Nutrition Service Incentive Program (NSIP);
 - (3) Perpetual and physical inventory records for all foods, if meals are prepared on site.
 - (4) Food cost records, if applicable.
 - (5) Documentation of daily temperature checks for congregate meals and bi-weekly checks for home delivered meals.
 - (6) Documentation of daily meal reports.
 - (7) Documentation of participant feedback, and the method used to obtain feedback on a routine basis and the feedback obtained.
- (k) Contributions. Nutrition service providers shall comply with the Older Americans Act, as reauthorized, related to providing participants the opportunity to make voluntary contributions in support of the program, in a manner that protects their confidentiality.

²⁶ See Appendix 304-B for basic topics required for training. Providers may offer additional topics.

- (1) Providers shall assure that contributions shall be used only to support or expand the nutrition program, including:
 - (A) provision of additional outreach activities;
 - (B) provision of additional nutrition screening and assessment, education and counseling services;
 - (C) purchase of transportation services that will increase or enhance attendance at nutrition sites;
 - (D) expansion of meal service availability; or
 - (E) improvements in meal quality.
 - (2) The service provider may accept Electronic Benefits Transfers (EBT) if available, from eligible participants as a form of voluntary contribution.
 - (3) Providers shall assure that no participant is denied service due to an inability or unwillingness to make a voluntary contribution
 - (4) Providers shall assure that solicitations of voluntary contributions are non-coercive in nature.
- (I) Other program income and fees.
- (1) The provider agency shall recover, at a minimum, the full meal cost as determined by the Uniform Cost Methodology for those meals served to staff and guests under age 60. The provider shall account for payment for these meals on separate receipts from contributions and handle funds in the same manner as program income. The meal cost for purposes of cost recovery from staff and guests under age 60 shall be posted in a prominent location and updated on an annual basis. For the purpose of determining the amount to be recovered, the meal cost will be calculated only for central kitchen or food vendor costs. The total costs, including overhead/operating costs shall be posted as well.

Revised 3/2008

- (2) Providers shall not apply a cost share to meals paid for with Older Americans Act funds or with State Community Based Services funds.
- (m) Nutrition Services Incentive Program (NSIP)
The cash allotment made available by the United States Department of Agriculture (USDA) shall be used in accordance with the Older Americans Act and United States Department of Agriculture policy and procedures. Meals provided through the NSIP must meet all requirements of the former USDA cash reimbursement program and must be served to eligible participants. Meals eligible for NSIP funding are those which:
 - (1) Meet at least one-third of the Recommended Dietary Allowances (RDA), Dietary Reference Intakes for each meal served;²⁷
 - (2) are served to eligible individuals [see §304.3(d) and §304.4(d);]
 - (3) are served by a nutrition service provider who is under the jurisdiction, control, management and audit authority of the State Unit on Aging, or the Area Agency on Aging.

**§304.7 Area Agency on Aging
Responsibilities for the
Nutrition Services Program**

- (a) Policies and procedures. The AAA shall develop and implement any necessary additional policies and procedures for the following:
 - (1) compliance with the Older Americans Act, as reauthorized, with regard to the elderly nutrition program.
 - (2) program evaluation activities, including conducting periodic evaluations of assessment, reassessment and nutrition risk information for congregate and home delivered meals participants to assure that those persons in greatest need are being served and desired outcomes are achieved;
 - (3) verification that all providers comply with the Older Americans Act, as reauthorized,

²⁷ Exception: Meals which are modified in nutrient content for medical reasons and which are prescribed by a physician.

concerning use of NSIP funding; that only eligible meals are funded through NSIP; and that cash will be used to purchase only meals prepared from food grown or commodities produced in the United States.

(4) the election to allow providers to provide meals to volunteers, guests and staff.

(A) Nutrition services staff guests and volunteers age 60 and over are considered to be eligible older persons for purposes of receiving meals and shall be given the same opportunity to make voluntary contributions as any other participant.

(B) Staff, guests, and volunteers under age 60 (except for spouses of eligible participants) may consume a meal only when it will not deprive an eligible older person of the opportunity to receive a meal. These individuals shall pay the full cost of any meals received.

(b) Compliance requirements. AAAs are responsible for:

- (1) assuring that all meals served meet requirements as specified in §304.5;
- (2) establishing procedures for consistent AAA management of waiting lists and communications with nutrition providers regarding referrals to and openings in the program.
- (3) assuring that service provider staff have made appropriate arrangements for providing meals in emergency situations or natural disasters, with emphasis on plans for providing services during periods of inclement weather, particularly to people residing in geographically remote areas.

- (c) Staffing for nutrition program contract management duties. The AAA shall designate one or more staff to manage the nutrition service contracts or obtain the services of consultants to coordinate with staff for the management of nutrition services contracts. The minimum qualification for staff or consultants shall be:
- (1) satisfactory completion of a DAS-approved course in food safety, food protection, or equivalent (see note 25); and/or
 - (2) Licensure through the state of Georgia as a registered dietician.
- (d) Compliance Monitoring.
- (1) The AAA shall monitor each nutrition service provider and individual provider site at least once annually within the first six months of the contract year, placing additional emphasis on monitoring more often those sites which continue to demonstrate substantial non-compliance for the previous year, or new provider(s)/site(s).
 - (2) The AAA shall monitor each commercial food vendor kitchen or commissary on-site at least once annually. Follow-up during the contract period shall be made as desired or indicated.
- (e) Negotiation of contracts.
- (1) Using the Uniform Cost Methodology²⁸ and principles of performance based contracting to procure Congregate and Home Delivered Meals, AAAs shall assure that potential subcontractors establish a base meal cost. AAAs shall base reimbursement rates on actual cash costs, excluding estimates of volunteer time, and the value of contributed goods and services. The base meal cost shall be the basis for negotiation between the AAA and any respondents to requests for proposals.
 - (2) Costs of services other than the base meal rate must be accounted for in other service categories.

revised 2/2004

²⁸ Area Agencies may waive the use of the Uniform Cost Methodology by food vendors who already employ a per meal unit cost analysis with comparable cost centers.

- (3) The AAA has the authority to renegotiate reimbursement rates during the contract period, based on documentation from the provider which identifies additional costs and the rationale for including any additional costs as necessary and reasonable to the provision of meals.
- (f) Program Planning and Evaluation. The AAA shall use NSI-D Checklist data at a minimum, and any other relevant data, to identify and target nutrition services to the at-risk population. On an annual basis, the AAA shall analyze client and cost data, in addition to compliance monitoring results to identify necessary program improvements. The AAA shall involve the provider(s) in the evaluation process and provide written feedback regarding required corrective actions or program improvement initiatives.

§304.8 Registered Dietitians

- (a) The AAA is responsible for assuring compliance with the Older Americans Act, as reauthorized, which provides that the nutrition program be administered with the advice of dietitians or individuals with comparable expertise. The AAA may employ directly the dietitian(s) or contract for consultation services. Nutrition service providers may also employ or contract for dietitian services in fulfillment of this requirement.
- (b) Duties of the dietitian include, but are not limited to:
 - (1) Menu planning - the development (or oversight of the development of) regular four week cycle menus (four or six-month cycle for special diets) which will change quarterly with consideration of input from program participants and staff. The dietitian shall convene quarterly menu planning meetings with senior center managers, and on-site kitchen staff or commercial food vendor staff. The dietitian shall assure that the menus conform to the Division of Aging Services' meal patterns and nutrient content.
 - (3) Development of standardized recipes and nutritional analysis - The dietitian shall develop, select, and/or approve standardized recipes as needed/ appropriate and provide/obtain full nutritional analysis for all proposed menus.

revised 12/2004

- (3) Training - The dietician shall provide quarterly (or more frequently as needed) in-service training to on-site kitchen staff and senior center staff on such topics as food sanitation and safety; portion control; quality control; cost control; special nutritional needs of the elderly; planning low-cost nutritious meals for one or two people and other nutrition and health related topics.
- (4) Nutrition Education - The dietician shall develop and/or disseminate approved nutrition education materials to food service personnel (for use with kitchen staff) and to senior center managers (for use with congregate and home delivered meals program participants).
- (5) Technical Assistance - The Dietician shall provide technical assistance in the areas of food service management and nutrition program management to Area Agency staff, nutrition project personnel and food service personnel. The dietician will provide technical assistance to food vendors to offer flexibility and choices for program participants.
- (6) Nutrition Screening and Intervention - The dietician shall assist the Area Agency staff and implementation of the Nutrition Screening Initiative in the planning and service area, including assisting with developing protocols and mechanisms to provide access to Level I Screening (or higher) and assessments, or referrals to appropriate health care providers for individuals identified as being at high nutritional risk.
- (7) Nutrition Counseling — The dietician shall provide, oversee and/or develop resources for the provision of individualized nutrition counseling for persons identified as being at high nutrition risk, including developing protocols for targeting client groups and priorities for using available resources. The counseling shall include referral to other needed services and assistance and follow-up. The dietician shall coordinate service referrals with case managers, if present.

revised 12/2004

- (8) Program Monitoring, Planning and Evaluation — the dietician shall oversee or assist with program monitoring and evaluation; the analysis of programmatic data; oversee or assist in the development of bid specifications; and oversee or assist in developing the Area Plan with regard to meal service and nutrition program initiatives. RDs will coordinate with Wellness Program staff, Care Coordinators, and other Area Agency or provider staff in the implementation and promotion of Wellness Program activities.

revised 12/2004

- (9) Quality Assurance - It is the responsibility of the dietician:
- (1) to assure that the meals served in the OAA Nutrition Program meet the nutrition and dietary standards.
 - (2) to assure that the vendor/provider has used standardized recipes;
 - (3) to assure that the menu items used for nutrient analysis and menu items provided to consumers are the same;
 - (4) to assure that program participants have had an opportunity to provide input in the development of menus.

§304.9 Transfers of Program Funding

AAAs may transfer up to 40% of the funding between the congregate and home delivered meals program, and an additional 30% between the nutrition services program and supportive services, with approval from the Division, to assure that the Division does not exceed the transfer percentages in the aggregate. AAAs shall provide in the Area Plan/Update a description of the amounts to be transferred, the purpose, the need, and the impact on the provision of services from which funding will be transferred. AAAs may request waivers to transfer a larger percentage, with justification, and DAS may approve excess transfers, conditional on not exceeding the maximum percentage statewide.

§304.10 Provider Quality Assurance and Program Evaluation

- (a) AAAs shall assure that each nutrition program provider organization develops and implements an annual plan to evaluate and improve the effectiveness of program operations and services

to ensure continuous improvement in service delivery.

- (b) The evaluation process shall include:
- (1) a review of the existing program.
 - (2) satisfaction survey results from consumers, staff, and program volunteers.
 - (3) program modifications made that responded to changing needs or interests of consumers, staff or volunteers.
 - (4) proposed program and administrative improvements.
- (c) Each provider with an individual contract shall prepare and submit to the AAA annually a written report which summarizes the evaluation findings, improvement goals, and implementation plan for each site. The provider shall submit the report no later than the end of the first quarter of the new fiscal year (September 30.)
- (d) Providers which also operate senior centers shall incorporate the evaluation of the nutrition program into the annual senior center program evaluation.

revised
8/2002

§304.11 Fiscal Management

Contractors providing nutrition services shall practice sound and effective fiscal planning and management, financial and administrative record keeping and reporting. Contractors will use the Division's Uniform Cost Methodology on an annual basis to analyze, evaluate and manage the costs of the program.

§304.12 Laws and Codes

Each nutrition service program site shall be operated in compliance with all federal, state, and local laws and codes that govern facility operations, specifically related to fire safety; sanitation; insurance coverage; and wage and hour requirements.

§304.13 Clients' Rights and Responsibilities and Complaint Resolution

revised 12/2004

Nutrition Service Providers, including Area Agencies on Aging, if applicable, shall assure that consumers, or their caregivers/ representatives, receive written notice of their rights and responsibilities upon admission to the program, according to Chapter 202, *General Service Requirements*. For ongoing consumers, the information may be provided at the next re-assessment.

Effective Date: Upon issuance.

Appendix 304-A
Making a Sanitizing Solution

SANITATION OF FOOD PREPARATION WORK AREAS AND EQUIPMENT

A number of factors influence the effectiveness of any chemical sanitizer. They are:

Contact

In order to lower the number of microorganisms to an acceptable level, the sanitizing solution must make contact with the surface or the utensil for the amount of time required by the state or local regulatory authority.

Selectivity

All sanitizers may not reduce the number of certain microorganisms to an acceptable level.

Concentration

The concentration of the sanitizing solution is a critical factor. In the case of chlorine bleach, the 1997 FDA Model Food Code recommends a concentration of 25-100 ppm (parts per million) depending on the job to be done, the temperature of the water and the pH of the solution. Concentrations higher than necessary can create a safety hazard, cause taste and odor problems, corrode metals and other materials and leave residues. The effectiveness of a chlorine bleach sanitizing solution diminishes with use. Therefore it is necessary to test the sanitizing solution using test strips. These are readily available from foodservice supply houses.

Temperature

Chlorine sanitizing solutions should be at a minimum temperature of 75°F. They are less effective at lower temperatures. At temperatures higher than 120°F chlorine may evaporate from the solution and corrode certain metals. In general all sanitizers work best at temperatures between 75° and 120°F.

To Sanitize Work surfaces

- After each use, especially after working with raw meat, fish or poultry, thoroughly wash with hot water and soap/detergent and rinse with warm water.
- Use a sanitizing solution of 1 teaspoon of liquid chlorine bleach to one gallon of warm water (at least 75°F) (200 ppm solution) with clean wiping cloth. (Note: solution should be changed often). Wiping cloths should be kept in the sanitizing solution. (Also, see note below)
- Air dry.

To Sanitize Dishes, Glassware, Utensils, Pots and Pans

- Wash thoroughly in warm water and soap/detergent.
- Rinse thoroughly in warm water.
- Soap/detergent residue and organic matter (food/soil) even in small amounts reduces the effectiveness of the sanitizing solution.
- Immerse in a solution of one teaspoon of liquid chlorine bleach to one gallon of water for at least one minute (60 seconds).
- Air dry.

To Sanitize Dishtowels, Dishcloths and Wiping Towels

In the sink

- Fill sink with warm water and appropriate amount of laundry detergent.
- Add one teaspoon of liquid chlorine bleach for each gallon of water.
- Swish around.
- Rinse in warm water
- Air dry.

In the washing machine

- Wash in washing machine with laundry detergent/soap and one cup of liquid chlorine bleach.
- Always thoroughly mix with water as directed before using.
- Do not allow undiluted liquid chlorine bleach to come in contact with any fabric (If it does, rinse out immediately with clear, cold water)
- Do not use on steel, aluminum, silver or chipped enamel.

In addition to cleaning and sanitizing work surfaces, equipment and utensils, also note the areas of the facility that may have been overlooked for cleaning, e.g., walls, ceiling, light fixtures, floors, floor drains and shelves.

Note: Solution proportions are based on the concentration of chlorine in bleach-

- 2%: Use 2 teaspoons of bleach to 1 quart of water or
Use 2 tablespoons of bleach to 1 gallon of water
- 4% Use 1 teaspoon of bleach to 1 quart of water, or
Use 1 tablespoon of bleach to 1 gallon of water
- 6% Use 1/2 teaspoon of bleach to 1 quart of water, or
Use 2 teaspoons of bleach to 1 gallon of water

Sources: The University of Georgia Cooperative Extension Service, University of Rhode Island Cooperative Extension Service and FoodServiceSearch.Com,
http://www.foodservicesearch.com/food_safety

Appendix 304-B

Basic Training Topics for Nutrition Program Staff

Training Topics

The following topics at a minimum are to be covered in initial training and orientation for all program staff and volunteers involved in the serving of meals, prior to their assuming their job responsibilities:

- Agency orientation
- Food safety and sanitation
- DAS meal temperature standards
- Policies on voluntary contributions and fees for service
- Portion control
- Emergency management procedures
- Handling client emergencies (health/medical)
- Policies on client confidentiality
- Policies on non-discrimination and Americans with Disabilities Act requirements
- Meal packaging (for home delivered meals only)

Additional training content to be covered during the first quarter of employment includes, but is not limited to:

- Basic nutrition for older adults
- Food service management (for congregate meals staff)
- Training participants on food safety, good nutrition and health conditions
- Coordination with the Area Agency on Information, Referral and Assistance services
- Reporting and record maintenance
- Food service evaluation and procedures for communicating with food vendors
- Participant Assessment (if applicable)
- Coordination with AAA on waiting list administration

Appendix I

Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and "Governmentwide Requirements for Drug-Free Workplace" and 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, for prospective participants in primary covered transactions, as defined at 15 CFR Part 26, Sections 26.105 and 26.110 -

(1) The prospective primary participant certifies to the best of its knowledge and belief, 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 proposal 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 contract 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 indicted for or otherwise criminally or civilly charged by a governmental 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 application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. DRUG-FREE WORKPLACE REQUIREMENTS Alternate I. Grantees Other Than Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR Part 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant 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 grant, the employee will--

(1) Abide by the terms of the statement; and

(2) 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 calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving 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 the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) 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

(2) 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, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: (Street address, city, county, state, ZIP code):

Check if there are workplaces on file that are not identified here.

Alternate II. Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988, and implemented at 15 CFR 26, Subpart F, for grantees, as defined at 15 CFR Part 26, Sections 26.605 and 26.610 -

(A) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(B) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the Director, Office of Federal Assistance, Office of Federal Assistance and Management Support, HCHB Room 6054, U.S. Department of Commerce, Washington, DC 20230. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

3. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000, or loan or loan guarantee over \$150,000, as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Appendix J

Certification Regarding Lobbying Form

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____ Date _____
(Signature of Official Authorized to Sign)

Appendix K

**Health Insurance and Portability and Accountability
Business Association Agreement
(HIPAA)**

**Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Agreement**

The Contractor named below satisfactorily assures the Atlanta Regional Commission, as Area Agency on Aging (AAA), that it is in compliance with Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-191, 110 Stat. 1936. (Kassenbaum, Kennedy), 45 CFR 160, et seq. (HIPAA Privacy Regulations) and its regulations, including but not limited to the Privacy rule promulgated in 45 CFR 160 and Part 164 subparts A and E, that pursuant to HIPAA which became effective April 14, 2003. The Contractor understands and acknowledges that the Georgia Department of Human Resources, (DHR) is a covered entity as defined by HIPAA and as required to adopt and implement standards and procedures for the handling of protected health information by April 14, 2003. Further, as the Area Agency on Aging is for purposes of HIPAA, a business associate of DHR, its contractors that handle protected health information are business associates of both the AAA and DHR. The Contractor further understands and acknowledges that upon entering a contract with the AAA, it is a business associate of both DHR and the Area Agency on Aging, as defined by HIPAA, and is required to comply with and abide by the DHR and AAA privacy standards and procedures. Contractor therefore agrees that any use of protected health information pursuant to this contract will comply with all HIPAA, DHR and AAA requirements and privacy standards and procedures.

Further, Contractor agrees to provide training for its employees as required by HIPAA. Contractor shall provide the privacy, security and electronic data interchange safeguards as outlined by federal law and regulations. Contractor shall provide notice of privacy policies, maintain minimum necessary and de-identified information as required by HIPAA and will comply, at a minimum, with any policies of DHR and/or the AAA.

Contractor further acknowledges and agrees that the DHR, Division of Aging Services, and the Area Agency on Aging provide functions that are considered health oversight in funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with DHR, Division of Aging Services and the AAA, and does not require authorization, according to HIPAA.

I HAVE REVIEWED, UNDERSTAND AND AGREE TO ABIDE BY ALL
CONDITIONS AS STATED ABOVE.

Date

Rockdale County Board of Commissioners
Name of Contractor Agency

Chairman and CEO
Title

Signature of Legally Authorized Person

Appendix L

Revenue Plan and Units/Persons/Cost Chart
