



Olympic Area Agency on Aging

Request for Proposals

Senior Nutrition Program: Congregate Nutrition and Home Delivered Meals

RFP No. 2024-02, SENIOR NUTRITION PROGRAM

Service Area: Clallam, Grays Harbor, Jefferson, and Pacific Counties

Date of Issuance: May 1, 2024

Deadline for Submission: June 14, 2024

Initial contract awards issued for January 1, 2025 – December 31, 2025
A maximum of 3 annual renewals possible based on contract compliance and performance.

Funding Sources: State and Federal Funding

Contact Person: Janis Housden, Contracts and Program Manager
Janis.housden@dshs.wa.gov

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A: RFP INTRODUCTION

1. Awarding Agency

This RFP is being issued by the Olympic Area Agency on Aging (O3A). O3A is the designated Area Agency on Aging for Clallam, Jefferson, Grays Harbor and Pacific Counties. O3A's mission is to help older adults and persons with disabilities maintain their dignity, health, and independence in their homes through a coordinated system of home and community-based services.

O3A receives federal and state funds through the Washington Department of Social and Health Services, Aging & Long-Term Support Administration.

For more information about O3A, please visit our agency website: www.O3A.org.

2. RFP Purpose and Timeline

Purpose: The goal of this Request for Proposals (RFP) is to award funding to successful applicants in order to provide Congregate Nutrition and Home Delivered Nutrition Services throughout Clallam, Grays Harbor, Jefferson, and Pacific counties.

Service Area: Interested parties may apply to provide Congregate Nutrition Services and/or Home Delivered Nutrition Services, in one or more of the following counties: Clallam, Jefferson, Grays Harbor and Pacific.

Senior Nutrition Program Standards: Successful applicants must be able to provide nutrition services in accordance with guidelines established in the Washington State DSHS Senior Nutrition Program Standards for Washington State (Exhibit 1) and meet O3A contracting requirements.

Term of Contract: Successful applicants will be awarded an initial contract for the performance period of January 1, 2025 – December 31, 2025. A maximum of three (3) one-year contract renewals are possible based on each successful applicant's RFP responses and ongoing satisfactory contract compliance through December 31, 2028.

Please note: This RFP does not extend to the Community Options Program Entry System (COPES) Medicaid Home Delivered Meals program. A separate contract must be obtained for this program.

Timeline:

| | |
|--|------------------------|
| RFP Issue Date | 5/1/2024 |
| Applicants Conference – via Zoom | 5/14/2024 |
| RFP Closing Date | 6/14/2024 |
| O3A Staff Review for Completed Elements | 6/17/2024 to 6/21/2024 |
| Follow up and/or Technical Assistance | 6/24/2024 to 6/28/2024 |
| O3A Advisory Council Meeting | 7/16/2024 |
| Approved Proposals to Council of Governments | 7/24/2024 |
| O3A Council of Governments Meeting | 8/1/2024 |
| Award Announcement | 8/1/2024 |
| Deadline for Appeal of Proposal(s) Not Awarded | 9/1/2024 |
| Grievance Hearing Date – 45 days after Appeal | tbd |
| Council of Governments – 10 days after Hearing | tbd |
| Earliest Contract Start Date | 1/1/2025 |

RFP Point of Contact:

Janis Housden, Contracts and Program Manager
Janis.housden@dshs.wa.gov.
360-379-5054.

cc: Carol Ann Laase, Administrative Director
Carolann.Laase@dshs.wa.gov

3. Older Americans Act – Senior Nutrition Program: Priority Population

The Senior Nutrition Program (SNP) is a federal program authorized under Title IIIC of the Older Americans Act (OAA). The purpose of the OAA Nutrition Program is to:

- Reduce hunger, food insecurity, and malnutrition among older individuals;
- Promote socialization of older individuals; and,
- Promote the health and well-being of older individuals by assisting with access to nutrition and other disease prevention and health promotion services to delay the onset of adverse health conditions resulting from poor nutrition health or sedentary behavior.

Priority Population: O3A is committed to providing services for persons with the greatest economic and social needs, including older adults with the following characteristics in addition to being over the age of 60:

- Low income;
- Ethnic or cultural minorities, including individuals with limited English proficiency; and
- Rural residents.

Additionally, O3A will prioritize SNP services that target older adults who are at the greatest nutritional risk:

- Frail older adults (75+) in need of support to age in place;
- Older adults any age who live in very remote rural settings;
- Older adults any age who live alone, are without family close by or who lack an adequate social support network;
- Older adults with impaired health or at high risk (including chronic medical, dental or behavioral health issues);
- Older adults considered low income or in poverty;
- Older adults who do not speak English; and
- Tribal elders (55+) and members of Tribal communities.

4. Funding

O3A anticipates that approximately \$857,622 is available for contract year 2025 through this RFP from the following sources:

| Fund Sources | Approximate RFQ Amounts |
|---|--------------------------------|
| Older Americans Act - Federal | \$ 638,908 |
| Senior Nutrition - State | \$ 85,616 |
| Home Delivered Meals Expanded Nutrition – State | \$ 34,934 |
| Nutrition Service Incentive Program - Federal | \$ 98,164 |

O3A may also add funding from other sources when available in any particular contract year. All funding awards are subject to confirmation of receipt of funds from funding sources.

Final funding awards determined by O3A will consider each successful applicant's total funding request, proposed meal rates, and the proposed unduplicated client service delivery estimates. O3A will consider for each subsequent contract award for 2026-2028 available funding, actual meal delivery service patterns, proposed meal rates, the number of unduplicated clients served, and other service and population data.

Funding awarded under this RFP may be used for program operating expenses and staffing, for food needed for congregate meals and home delivery programs. Funding awarded under this RFP may not be used for capital improvements such as kitchen or facility remodels or

other one-time costs associated with implementing a new or existing meal program.

Match Requirements: Older Americans Act funding requires a minimum 15% match for service expenditures. In addition, it is a requirement of the fund source to offer participants the opportunity to donate on a voluntary and confidential basis to the cost of the meal; participant contributions are an additional source of funding for the program.

Definition of Match: Match means the value of third-party in-kind contributions and the portion of program and administrative costs funded (cash or in-kind) by the contractor, subcontractor, or other local sources. Match does not include O3A funding.

Performance-based Contract Payment System: O3A will reimburse the contractor monthly using a pre-determined rate per meal multiplied by the number of meals provided each month.

Other Fund Sources Required: Senior Nutrition Services providers must dedicate additional resources obtained from fundraising, grants, and other allowable revenue sources to cover program expenses. The percentage of the budget provided by the service provider through other revenue sources has varied from location to location, however, it has usually amounted to approximately 40% of the total nutrition program budget.

Proposal Costs and Payment of Contingent Fees: O3A is not liable for any costs the applicant incurs prior to the issuance of a contract. All costs incurred in response to this solicitation are your responsibility.

Wait Lists and Service Frequency: In accordance with Washington State DSHS Senior Nutrition Program Standards (Exhibit 1), Senior Nutrition Providers are expected to offer services a minimum of 5 days per week. Exceptions to Service Frequency require the prior written approval of O3A. Contracted providers who determine that establishing client wait-lists is necessary due to the lack of adequate resources must develop a wait list policy approved in advance by O3A.

B: APPLICANT QUALIFICATIONS AND REQUIREMENTS

1. Applicant Eligibility

- Must be an individual, partnership or legally incorporated entity, eligible to do business in Washington State. If incorporated, the applicant must be in good standing and qualified to conduct business in Washington.
- If a non-profit, the applicant must furnish proof of non-profit status.
- The applicant must be willing to provide Congregate and/or Home Delivered Meals services that can serve the targeted population.
- The organization must be technically and administratively capable of executing the services of the Congregate and Home Delivered Meals programs.
- Must be of sound financial status. Applications from agencies that do not have the

required sound financial status will be rejected.

2. Senior Nutrition Program Requirements

Congregate Nutrition Services: Meals and nutrition education offered in a variety of congregate settings, which help to keep older Americans healthy and prevent the need for more costly medical interventions. In addition to serving healthy meals, the program presents opportunities for social engagement, information on healthy aging and meaningful volunteer roles, all of which contribute to an older individual's overall health and well-being.

The congregate setting is designed to provide a welcoming and pleasant atmosphere where people 60 years of age and older can gather for a meal if they so choose. The balanced meal and the social contact together provide positive motivation for self-care for older individuals who often eat poorly on their own and can become lonely and depressed in isolation. The nutrition program is more than just a meal—its purpose is to nourish the whole person.

Service Frequency. Contractors must be able to provide hot, cold, or other appropriate meal in a congregate setting at least once a day, five or more days a week. When funding permits, contractors should consider serving additional meals and/or providing shelf stable meals for emergencies.

Home Delivered Nutrition Services: The Home Delivered Meal (HDM) program serves older individuals who may be homebound, including individuals with complex medical needs, individuals experiencing isolation (cultural, social, or geographical), individuals who are age 60 or over, and in some cases, their caregivers, spouses, and/or persons with disabilities. This program provides much more than food; it provides a wholesome meal plus a safety check, and sometimes the only opportunity for face-to-face contact or conversation for that day.

Home-delivered meals are often the first in-home service that an older adult receives, and the program is a primary access point for other home and community-based services.

Service Frequency. Contractors must offer a minimum of five home delivered meals per week. When funding permits, contractors should consider serving additional meals and/or providing shelf stable meals for emergencies.

Home delivered meals may be hot, cold, frozen, dried, or shelf-stable with a satisfactory storage life.

Washington State DSHS Senior Nutrition Program Standards.

The applicant's proposal must demonstrate a clear understanding of the requirements of the program for which you are applying to provide services in accordance with Washington State DSHS Senior Nutrition Program Standards (Exhibit 1).

3. Administrative Requirements

- Applicant must be able to provide services in advance of reimbursement.
- Applicant must be able to implement the proposal as written if awarded a contract with a

service provision start date of January 1, 2025.

- Contractors will be required to comply with the O3A General Terms and Conditions included as an attachment to any contract awarded as a result of the RFP and the requirements contained in the GTC are non-negotiable (Exhibit 2).
- Awarded Contractors will be required to comply with all Exhibits and Attachments, including but not limited to Statements of Work as attached to all contracts resulting from an application under this RFP. Such Exhibits and Attachments further specify program terms, rules, requirements, guidelines and procedures.

Applicants will need to demonstrate:

- A financial management system that includes an accounting for all nutrition funds received and expended.
- Establishment and availability of regular hours during the week.
- An electronic and paper recordkeeping system of qualifying participants and handling of all participant records and information.
- Each contractor shall have policies and procedures for handling client information that meet or exceed HIPAA requirements.
- Capacity to maintain books, records, documents, and other evidence directly related to performance of the work under any contract issued as a result of this RFP in accordance with Generally Acceptable Accounting Procedures. O3A, or any of its duly authorized representatives, shall have access to such books, records and documents for inspection, audit, and copying for a period of seven years after completion of work.
- The ability to deliver services that are accessible, including geographic, physical, cultural and language accessibility.
- The ability to deliver services in a culturally competent manner allowing the agency to deliver services effectively in cross-cultural situations, and/or delivery culturally relevant programs designed to serve a specific cultural group.
- Identification of other resources to be used in conjunction with the requested funds. Non-O3A resources must represent a minimum of 15% of the total program cost.
- Programs funded through this RFP that utilize volunteers must demonstrate volunteer policies that include volunteer orientation and training, supervision and support appropriate to each volunteer's position or role that are similar to paid staff employed by the program, the ability to track and report volunteer hours, and the capacity to maintain volunteer records as required.

4. Data Collection and Reporting Requirements

Contractors will be required to maintain program and participant paper and electronic records, collect and enter required Older Americans Act Performance System (OAAPS) data into designated systems including Community Living Connections, (<https://www.communitylivingconnections.org/>) and must have the capacity to refer back to collected participant information when necessary or for audit purposes.

Applicant must demonstrate their capacity to adhere to the following reporting requirements:

- All data must be entered into Community Living Connections, a state data system used by all AAA's in Washington to track and report services funded by OAA and other sources.
- Applicants must be able to collect and report participant level data (meals by client) as required under the Older Americans Act Performance System, OAAPS (See Exhibit 3). Nutrition Risk Screening must be offered to all participants (Exhibit 4). Nutrition Risk status is an OAAPS required data element.

5. General Compliance and Insurance Requirements

Proposers must agree to provide services that conform to the following which have been used to develop this RFP and its requirements:

- Washington State DSHS Senior Nutrition Program Standards (Exhibit 1)
- O3A Contract General Terms and Conditions (Exhibit 2)
- Federal Older Americans Act (Exhibit 5)

Upon entering a contract, the applicant will be asked to provide proof of Professional Liability and/or General Liability insurance. It will be your responsibility to discuss the appropriate type of insurance coverage you need as a nutrition service provider. If you plan to provide any services at your place of business, you will be required to provide proof of Commercial General Liability insurance or be Endorsed as an Additional Insured for the premises liability insurance. Please read the Insurance Requirements (Exhibit 6). Insurance requirements are subject to the type of program.

C: APPLICATION REQUIREMENTS

1. Instructions to Apply

- Complete the Application Cover Sheet – Attachment A
- Provide Written Response to Senior Nutrition Program Narrative – Attachment B
- Provide Written Response to Agency/Organization Capacity – Attachment C
- Complete the Funding Request – Budget Workbook – Attachment D
- Submit all Documents – List of Additional Documents – Attachment E
- Complete Pre-Award Risk Assessment – Attachment F

The Attachments listed below are part of this RFP document and begin on page 14.

Do not leave any spaces blank. If the information requested does not apply to you, please write N/A. Please reach out to the Sole Point of Contact for any assistance needed.

Applicants must complete and respond to all elements of Attachments A through F.

If any items are missing from your proposal, the proposal may be eliminated from consideration:

Email, USPS Mail, or Deliver to:

**Janis M. Housden
Contracts and Program Manager
Olympic Area Agency on Aging
2200 W. Sims Way, Suite 100
Port Townsend, WA 98368**

**Telephone: 360-379-5064
Fax: 360-379-5074
janis.housden@dshs.wa.gov**

Requests for Reasonable Accommodation:

To request a reasonable accommodation to allow for equal participation in the Request for Proposal (RFP) process, please contact the Sole Point of Contact.

Ownership of Proposal:

Proposals and other materials submitted in response to this RFP become the property of O3A, are documents of public record, and will not be returned. By submitting a proposal, Proposers acknowledge and agree that they and/or their organization claim no proprietary rights to the ideas or approaches contained in their proposals.

Acceptance of Terms and Conditions:

By submitting a response to this RFP, the applicant acknowledges and accepts all terms and conditions of this request and all State and local government regulations and requirements related to the delivery of the solicited services. If the applicant is awarded a contract, the proposal will become part of the contract agreement. The applicant will be bound by the terms of the proposal, unless O3A agrees that specific parts of the proposal are not part of the agreement. O3A reserves the right to introduce different or additional terms and/or conditions during final contract negotiations. The applicant will be required to enter into a formal written agreement with O3A. If the applicant will be sub-contracting for Professional Services, that contract will also be subject to O3A's review and approval.

Right to Reject or Negotiate:

O3A reserves the right to reject any or all proposals. O3A may withdraw this RFP at any time and for any reason without liability to the applicant for damages including, but not limited to, bid preparation costs.

Additionally, O3A reserves the right to negotiate with the applicant and may request additional information or modification. When deemed advisable, and before a contract is issued, O3A reserves the right to arrange an on-site visit/review to determine the applicant's ability to meet the terms and conditions of the RFP. O3A reserves the right, with or without cause, to cancel any contract resulting from this RFP.

2. Applicants Conference

Applicants are encouraged to attend the O3A Senior Nutrition Program RFP Zoom conference to be held on Tuesday May 14th, 10:00 am to Noon. To participate in the meeting, click on the following link:

<https://dshs-telehealth.zoom.us/j/3247516409?pwd=cWtwTzhaWFFjS3VpQXZtZHpPZnpZZz09&omn=83976354836>

3. Contract Award and Notification to Selected Proposers

Decisions regarding contract awards for services solicited by this request will be made via email. Contracts become effective on the date signed by the O3A representative.

If a contract is awarded, O3A will reimburse for meals based on your RFP response:

1. A negotiated unit rate per meal served funded by Older Americans Act, State, or other funding designated in the contract.
2. A per meal served USDA Nutrition Services Incentive Funding (NSIP) payment allocated by O3A based on available NSIP funding and current service delivery numbers.

Contracted providers are expected to provide meal services in advance of invoicing for reimbursement. Monthly invoicing for contracted providers is required following a schedule established by O3A for each contract year. Contracted providers are required to utilize a billing format developed by O3A and must ensure each invoice is accompanied by all required documentation as determined by O3A.

D: SCORING AND RATING CRITERIA

1. Proposal Narrative Responses and Rating Criteria

An Allocations Committee, designated by O3A's Advisory Board, will be responsible for the review and evaluation of all applications and the development of recommendations to be presented through the Advisory Board to O3A's Council of Governments.

When evaluating proposals, O3A may consider the applicant's performance related to previous contracts that might have been held with O3A and other entities.

2. Scoring

O3A staff will conduct an initial review to ensure that proposals meet eligibility and submittal requirements outlined in the RFP.

O3A Advisory Board's Allocation Committee will score the responses based on the applicant's response by means of the rating criteria, up to the maximum number of points for that section.

The Allocations Committee will make recommendations to the O3A Advisory Council to consider. The O3A Advisory Council will then submit recommendations to the O3A Council of Governments for their review and approval.

The Allocations Committee and O3A Council of Governments may, in each of their sole discretion, reopen the solicitation, ask additional questions, or decide not to contract with any proposer that responded to the solicitation.

Unacceptable Proposals:

O3A will not consider any proposal submitted that:

- Does not address the essential requirements of this RFP; or
- Does not include the required original signed Cover Page and Acknowledgement of Required Assurances document.

3. Grievance/Right to Appeal Process

A proposer is any legal entity that has responded to a formal solicitation by the O3A (O3A), including Request for Proposals (RFP), Request for Qualifications (RFQ), bid requests, notice of funding availability (or similar formal procurement processes) for the provision of defined services under the O3A Area Plan approved by the Aging and Long-Term Support Administration (AL TSA).

1. O3A will notify all proposers in writing of the acceptance or rejection of the proposal, and, if appropriate, the level of funding to be allocated. Within thirty (30) working days from the date of written notification, a proposer whose application has been denied may submit a written appeal to the Executive Director of O3A addressed as follows:

Executive Director
Olympic Area Agency on Aging
2200 West Sims Way, Unit 100
Port Townsend, WA 98368

2. Appeals must be based on the documentation that was previously submitted as part of the RFP. No new documentation may be included in the appeal. The basis for the appeal must address one or more of the following criteria:
 - A. Violation of policies or guidelines established in the RFP.
 - B. Failure to adhere to published criteria and/or procedures.
3. The Executive Director will set a date for hearing the appeal within forty-five (45) days of receipt of the written appeal. The appeal will be scheduled to be heard by a quorum of the O3A's governing body, the Council of Governments (COG).
4. Written notice of the hearing date will be provided to all parties required to participate in the hearing at least ten (10) days prior to the hearing date.
5. A written decision of the COG will be issued to all parties within fifteen (15) days after the hearing. This decision is final.
6. O3A will notify ALTSA of any appeals received and final decisions within ten (10) days of receiving the appeal or written notification of the decision



Olympic Area Agency on Aging

Senior Nutrition Services RFP

Attachment A: Application Cover Sheet

| | |
|--|--|
| 1. Please select which program you are applying for: <input type="checkbox"/> Congregate Meals only <input type="checkbox"/> Home Delivered Meals only <input type="checkbox"/> Both Congregate and Home Delivered Meals | Please identify which County you are proposing to provide services: <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor </div> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific </div> |
| 2. Legal Name: | |
| 3. Street Address: | |
| 4. Mailing Address: | |
| 5. Website Address (if applicable): | |
| 6. Executive Officer: Title: | Phone: E-Mail: |
| 7. Primary Contact Person: Title: | Phone: E-Mail: |
| 8. Type Of Organization: | |
| <input type="checkbox"/> Public Corporation, Commission or other Authority under Washington Law OR | |
| <input type="checkbox"/> Corporation, Non-Profit (501(c) (3)) | |
| <input type="checkbox"/> Other (specify) | |
| 9. Taxpayer Identification Number: | |
| 10. Washington State Unified Business Identifier (UBI) Number: | |
| 11. Data Universal Number System (DUNS) Number: | |
| 12. Litigation: Provide the caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the Proposer, as applicable or write "none." | |
| | |
| Attach additional pages if necessary. | |

13. Suspension & Debarment: Indicate the extent, if any, to which the firm, association or corporation or any person in a controlling capacity or any position involving the administration of federal, state or local funds is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct within the past three (3) years or write "none."

Attach additional pages if necessary.

14. References: Provide at least 2 professional references for similar projects performed for any clients within the last 5 years.

| | Reference #1 | Reference #2 |
|------------------|--------------|--------------|
| Name | | |
| Street Address | | |
| City, State, ZIP | | |
| Email | | |
| Phone | | |

O3A may check to determine if references provided support Proposer's ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, break tie scores, or verify any information needed. Agency may contact any reference (submitted or not) to verify Proposer's qualifications.

15. To complete your proposal, you must also provide following documents:

- ☐ Proposal Cover Sheet (Attachment A)
- ☐ Proposal Narrative - One for each Service Area requested. (Editable Version Attachment B)
- ☐ Workbook – One for each Service Area requested. (Attachment C)
- ☐ Pre-Award Risk Assessment. (Attachment D)

ACKNOWLEDGEMENT OF REQUIRED ASSURANCES

This page must be signed and submitted with the proposal. Proposals that do not contain a signed Acknowledgement of Required Assurances are ineligible for consideration.

By submitting the accompanying proposal, and by my signature on this document, I understand and agree that any contract resulting from this solicitation will require compliance with the requirements of the contract, and with the statutes, regulations, requirements, and policies identified below, including but not limited to:

- Compliance with federal and state laws requiring the safeguarding and disclosure of confidential information.
- Purchase of comprehensive liability insurance as required O3A.
- Completion and subsequent renewal of background checks for all employees, volunteers, or interns who will or may have unsupervised contact with participants.
- Maintaining program and financial records for audit review, and providing access to documentation upon request by O3A.
- Submission of program and financial reports, as required by the O3A.
- Certification that the firm, association or corporation or any person in a controlling capacity or any

position involving the administration of federal, state or local funds is not currently under suspension, debarment, voluntary exclusion, or a determination of ineligibility by any agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does not have a proposed debarment pending; has not been indicted, convicted or has not had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.

- Certification that any licensed individual providing services has not had their license denied, revoked or suspended in the past three (3) years.
- [U.S. Code Title 42, Chapter 35 Older Americans Act as amended in 2006 \(Public Law 109-365\)](#);
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352);
- [U.S. Department of Health and Human Services Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#); and
- Any DSHS / ALTSA or O3A policies, procedures or additional requirements that may be developed for ongoing program management.

| |
|-------------------------|
| Organization: |
| Printed Name and Title: |
| Signature: |
| Date: |



Olympic Area Agency on Aging Senior Nutrition Services RFP

Attachment B : Senior Nutrition Program Narrative

| | |
|--|---|
| Applicant: | Contact Name: |
| Please select which program you are applying for: <input type="checkbox"/> Congregate Nutrition Services only <input type="checkbox"/> Home Delivered Meals only <input type="checkbox"/> Both Congregate and Home Delivered Meals | Please identify which County you are proposing to provide services: <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific Total Points Single Program: 60 Score: Total Points Both Programs: 100 Score: |

The following questions cover the main aspects of the delivery of the above proposed services. Please include examples of any forms or systems you plan to use to meet service requirements. Where applicable, please provide information broken down by County.

A. Congregate Nutrition Services: 40 Points

1. Service Objectives

- State the proposed number of congregate meals to be provided in 2025, by location.
- State the proposed number of unduplicated clients to be served in 2025, by location.

2. Program Design

- Provide the address and/or describe the location of each congregate site and the rationale for selecting each location. Identify all sites where specific members of the target populations will receive service. If you are not currently providing similar services in any location, attach a sample working agreement that you propose to establish between your organization and the entity responsible for the proposed location.
- Provide the following features of each site:
 - Service days per week;
 - Hours of service per day and time meal will be served;
 - The proposed average number of meals to be served per day;

- Describe the means of transportation that participants in this program have or could use to come to each nutrition site (private auto, walk, public transportation, specialized senior transportation);
- c. Do the facilities meet all building and fire safety codes?
- d. Do the facilities meet accessibility requirements of the Americans with Disabilities Act (ADA)? Attach the most recent self-evaluation accessibility checklists or other form of documentation used to make this determination.

3. Meal Preparation

- a. Explain how you will prepare meals including: where the meals will be prepared, who will prepare them, and how/where the food will be purchased.
- b. Describe how you will ensure and monitor safety and hygiene regarding food preparation, storage, and service delivery.
- c. Describe how menus will be developed, ensuring they meet dietary standards (SNP Standards) and include high quality ingredients including fresh produce.

4. Provision of Service

Describe your policies and/or procedures for the following:

- a. Determination of client eligibility
- b. Meal count tracking
- c. Quality assurance and determination of client satisfaction
- d. Client grievance mechanism and how clients are informed about the grievance procedure
- e. Emergency protocols and procedures for volunteers and staff members
- f. Evaluation of and response to changing health status and nutritional needs of your clientele (i.e., you notice a client is suddenly confused about meal days and times and having trouble cutting her meat)
- g. Client voluntary donation towards the cost of the meal
- h. Denial of service due to client behavior and/or lifestyle issues

5. Activities and Socialization

Describe what social activities will be provided with the Congregate meal program. What are your objective or goals for the activities?

Rating Criteria:

- Applicant presents thorough description of how they will administer the Congregate program to geographically reach target audiences, which includes an understanding of the service provisions and evidence for likely success.
- Applicant demonstrates strong understanding of food handling and preparing and serving nutritious meals.

- | |
|---|
| <ul style="list-style-type: none">• Applicant presents strong social activities planning. |
|---|

B. Home-Delivered Nutrition Services: 40 Points

1. Service Objectives

- a. State the proposed number of home-delivered meals to be provided in 2025.
- b. State the proposed number of unduplicated clients to be served in 2025.

2. Program Design

Describe the following features of the home-delivered meal program:

- a. Geographic area to be served;
- b. Type of meals delivered (hot, frozen, shelf-stable) and the boundaries and/or limitations (if any) of each;
- c. Frequency of the delivery of meals;
- d. Delivery process used.

3. Meal Preparation

- a. Explain how you will prepare meals including: where the meals will be prepared, who will prepare them, and how/where the food will be purchased.
- b. Describe how you will ensure and monitor safety and hygiene regarding food preparation, storage, and service delivery.
- c. Describe how menus will be developed, ensuring they meet dietary standards (SNP Standards) and include high quality ingredients including fresh produce.

4. Provision of Service

Explain and/or attach your policies and/or procedures for the following:

- a. Determination of client eligibility, including initial and follow-up assessment of clients. Include a copy of the form used for this process
- b. Meal count tracking
- c. Quality assurance and determination of client satisfaction
- d. Client grievance mechanism and how clients are informed about the grievance procedure
- e. Emergency protocols and procedures for volunteers and staff members
- f. Evaluation and response to changing health status and potential emergency needs of your clientele (i.e., the driver does not get a response to a knock at a client's home.)
- g. Client voluntary donation towards the cost of the meal
- h. Denial of service due to client behavior and/or lifestyle issues

5. *In Home Assessments*

Describe your plan to provide in home assessments and follow up referrals.

Rating Criteria:

- Applicant presents thorough description of how they will administer the HDM program to geographically reach target audiences, which includes an understanding of the service provisions and evidence for likely success.
- Applicant demonstrates strong understanding of food handling and preparing and delivering nutritious meals.

Complete the following for either type of service, as applicable, or for both types of services:

C. Nutrition Services, Food Quality and Safety: 20 Points

1. Describe the process used to assure food/menus served meet or exceed one-third Recommended Dietary Allowances (RDAs) and meet the goals established by the Dietary Guidelines (low fat, low salt, variety) for older persons.
2. Describe the provision for special diets or dietary substitutions for special nutritional needs.
3. Describe what modifications would be made to a meal to make the program accessible to individuals with swallowing disabilities.
4. Submit three months of menus, for both congregate and home-delivered, as applicable.
5. Describe procedures for approving food substitutions in a meal served that deviates from the menu that has been approved by the RD.
6. Describe procedures for ensuring the sanitation and safety of food preparation areas and food handling.
7. Describe procedures for handling, storage and use of leftover foods.
8. Describe procedures for monitoring the temperature of food, in both congregate and home-delivered settings, as applicable.
9. Describe how locally produced products are incorporated whenever possible in program meals.
10. Nutrition Services Incentive Program (NSIP) funds are allocated under the contract and can be used only to purchase U.S. grown food. Describe how the purchase of U.S. grown food is tracked and documented.

Rating Criteria: Applicant clearly demonstrates ability to safely prepare and offer a variety of meals, with meals meeting RDAs.

D. Nutrition Education (Sections D-H): 20 Points

1. Describe how nutrition education will be provided, in both congregate and home-delivered settings, as applicable. Please include the following:
 - a. Goals;
 - b. Content; and
 - c. Delivery method.

E. Outreach and Accessibility of Services

1. Describe the outreach activities planned to older persons and other aging network service providers in the community.
2. Provide information about your website, social media, newsletters and/or other means your agency uses to provide information to the public about the services provided.
3. Describe the process you would use to make services understandable and available to all community seniors, including those who may not speak/read English.

F. Target Populations

O3A is committed to providing services throughout our region, prioritizing services for persons with the highest economic and social needs. Per Older Americans Act guidelines, target populations include older adults with the following characteristics:

- Elders with low income;
- Frail elders (75+) in need of support to age in place;
- Elders any age who live alone and who lack an adequate social support network;
- Elders of any age who live in very remote rural settings;
- Elders with impaired health (including chronic medical, dental or mental illness); and
- Elders of ethnic and/or cultural minorities, including individuals with limited-English proficiency.

Additionally, O3A will prioritize services that target older adults who are at the greatest nutritional risk.

1. Describe policies/procedures for reaching and serving clients who have the targeting characteristic indicators listed above. List congregate and home-delivered nutrition services separately, as applicable.

2. The amount of service able to be provided is often restricted due to funding limitations. For both congregate and home-delivered meals, as applicable, describe the mechanism you would use to establish priorities and how you would implement a prioritization plan.

G. Client Confidentiality

It is essential that clients receiving services be assured their personal information is kept confidential.

1. Describe procedures that will be used to ensure that client confidentiality will be maintained.
2. Describe the procedures for securing client data, including paper and electronically stored data and documents.

H. Client Donations

1. Describe how participants will be informed of their voluntary opportunity to contribute to the cost of service.
2. Describe how donations will be collected and how the privacy and confidentiality of each participant's donation will be ensured.
3. Describe the procedures for handling, counting and depositing cash donations.
4. Indicate the proposed suggested donation amount per meal, specifying congregate and home-delivered meals if different.

Rating Criteria, Sections E – H:

- Applicant clearly describes their plan for nutrition education, marketing and outreach to older adults including the priority and focus population.
- Applicant demonstrates capability of client confidentiality and client donation procedures.



Olympic Area Agency on Aging Senior Nutrition Services RFP

Attachment C : Agency/Organization Capacity – Response Outline

| | |
|--|--|
| Applicant: | Contact Name: |
| Please select which program you are applying for: <input type="checkbox"/> Congregate Nutrition Services only <input type="checkbox"/> Home Delivered Meals only <input type="checkbox"/> Both Congregate and Home Delivered Meals | Please identify which County you are proposing to provide services: <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific Total Points Possible: 60 Score: |

The following questions are to determine your organization’s capacity for the success of the above proposed services. Please include examples of any forms or systems you plan to use to meet service requirements. Where applicable, please provide information broken down by County.

A. Agency Capacity: 40 Points

1. Describe your organization’s experience providing this or comparable services. About how many participants have you served and at what locations?
2. If the proposal includes collaborations and/or partnerships, name the partners and their roles to ensure the success of the nutrition program. You must provide letters of support from any partner providing key program elements (food preparation or delivery, outreach and other supportive services).

Cultural Competence:

3. What is your organization’s experience with successes and challenges in providing services to people from diverse cultural and economic backgrounds? How do you propose to support Tribal Nations in your area of service?

Staffing:

4. Describe your staffing plan to ensure the success of the program. The staffing pattern should include advice of a certified dietitian or individual with comparable professional experience, and a Certified Food Safety Manager (WAC 246-215-012210).
5. Describe your staff and volunteer training, supervision and retention for the proposed program.
6. Describe procedures for conducting and documenting criminal history background checks for staff and volunteers, and ensuring they are completed every two years.

Data:

7. Describe your organization's experience with data management – collecting, storing, and analyzing participant information and activities for maximum program efficiency.

Financial Management

8. Describe your financial management system. How do you establish and maintain generally accepted accounting principles to ensure adequate administrative and accounting procedures and internal controls necessary to safeguard all funds that may be awarded under the terms of the RFP? Entities without such capabilities may wish to have an established agency act as fiscal agent.
9. The funding support furnished through this contract is not meant to cover 100% of the costs to deliver Senior Nutrition Services. Senior Nutrition Services providers must dedicate additional resources obtained from fundraising, grants, and other allowable revenue sources to cover program expenses. The percentage of the budget provided by the provider through other revenue sources has varied from location to location, however, it has usually amounted to approximately 40% of the total nutrition program budget. Please identify other resources and amounts that will be used to support services, including a description of current and planned fundraising strategies.

Rating Criteria:

- Applicant shows experience to ensure the success of a nutrition program.
- Applicant demonstrates a staffing pattern to ensure the success of meal service and distribution, geographically.
- Applicant is capable of data management.
- Applicant describes their financial management system and how they establish and maintain GAAP to ensure reliable administrative and accounting procedures.

B. Coordination: 20 Points

Coordination among service providers is critical to serving vulnerable elders and is essential in maximizing the benefits to older persons served by aging network services. Furthermore, referral of vulnerable elders to the Information and Assistance/Case Management Program is required, subject to the client's consent.

1. Describe plans for coordinating services with other agencies in the community providing services to older persons, and the desired result of your coordination efforts. As appropriate, explain what referral mechanisms and agreements will be developed, whether there will be co-location of services, referrals, regular meetings, etc. At a minimum, the proposal should address coordination with:
 - a. Senior Information and Assistance/Case Management Program;

- b. Senior centers;
- c. Other Aging Network service providers; and
- d. Local Title VI Programs with Tribal Nations in the region.

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| Rating Criteria: Applicant describes collaborations that benefit the health and wellbeing of senior nutrition participants across agencies. |
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Olympic Area Agency on Aging

Senior Nutrition Services RFP

Attachment D – Funding Request Workbook

The Funding Request Excel Workbook is available by email. Please email Janis Housden, Contracts and Program Manager at Janis.housden@dshs.wa.gov or, you may download a copy from our website: www.o3a.org. Click on Contracting, then Special Opportunities.



Olympic Area Agency on Aging

Senior Nutrition Services RFP

Attachment E : List of Additional RFP Documents Required

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|--|---|
| Applicant: | Contact Name: |
| Please select which program you are applying for: <input type="checkbox"/> Congregate Nutrition Services only <input type="checkbox"/> Home Delivered Meals only <input type="checkbox"/> Both Congregate and Home Delivered Meals | Please identify which County you are proposing to provide services: <input type="checkbox"/> Clallam <input type="checkbox"/> Grays Harbor <input type="checkbox"/> Jefferson <input type="checkbox"/> Pacific |

The following documents are required to be submitted with your proposal. Failure to provide any additional information listed below may result in the rejection of your proposal:

1. Agency Organizations Chart
2. Copy of most recent financial audit report, not more than 12 months old
3. Proof of a current Washington State Business License
4. Proof of Current Liability Insurance
5. A copy of applicant's Grievance policy or statement
6. Copy of applicant's Disaster/Emergency Plan

F Pre-Award Risk Assessment – Attachment F

Please answer all questions if applicable and provide comments where directed. Pre-Award Risk Assessments are governed by the Code of Federal Regulations – 2 CFR Part 200.

| Financial Stability | Yes | No | N/A | Comments (Explanation of answer/ response) |
|---|-----|----|-----|---|
| <p>1. Has the organization had changes to key staff or positions in the past twelve (12) months? If yes, explain all changes in the Comments field.</p> <p>Examples of changes to key staff would include the Executive Director, Program Supervisor, and Fiscal Manager.</p> | | | | |
| <p>2. Has the organization had changes to business systems in the past twelve (12) months?</p> <p>If yes, briefly describe the previous system and the new system, and explain why this change was made.</p> | | | | |
| History of Performance | Yes | No | N/A | Comments (Explanation of answer/ response) |
| <p>1. Does the organization have experience managing grant funds, loans, or other types of financial assistance?</p> | | | | |
| <p>2. Has the organization been awarded federal funds within the last three (3) years? If yes, list the awarding agencies, pass-through entities, and the dollar value of award(s) by year.</p> | | | | |
| Audit Reports and Findings | Yes | No | N/A | Comments (Explanation of answer/ response) |
| <p>1. Did the organization expend \$750,000 or more in federal funds in any one of the past three (3) fiscal years?</p> <p>If yes, list the type of federal funds expended and total amount of expenditures by year.</p> | | | | |
| <p>2. Does the organization anticipate expending \$750,000 or more in federal grant funds in the next twelve (12) months?</p> <p>If yes, list the type of federal funds and total amount of anticipated expenditures.</p> | | | | |

| | | | | |
|---|--|--|--|--|
| <p>3. Has the organization had any type of independent audit within the past three years?</p> <p>If yes, provide the name of the auditor/firm(s) and date(s) of the audit(s).</p> | | | | |
| <p>4. List any findings received as a result of the audit(s) described in response to #3, above. If findings were noted, please also attach a copy of the audit report.</p> | | | | |

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|-----------------------------|
| Prepared by: |
| For (Name of Organization): |
| Date Completed: |

Exhibit 1 – Washington State DSHS – Senior Nutrition Program Standards

<https://www.dshs.wa.gov/altsa/home-and-community-services/senior-nutrition-program-standards/administration>

Exhibit 2 – O3A Contract General Terms and Conditions

1. **Amendment.** This Contract, or any term or condition may be modified only by a written amendment signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
2. **Amendment to obligate additional funds.** If an amendment must be processed to distribute federal or state funds to the Agency or the Contractor and the funds must be obligated in a short timeframe, Agency and the Contractor prospectively agree to the terms of the federal or state fund distribution amendment, which shall be limited to only adding funds. The designated point-of-contact shall also email acceptance of the amendment no later than the amendment start date.
3. **Assignment.** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the O3A Executive Director (or designee) and the written assumption of the Contractor's obligations by the third party.
4. **Background Checks.** The Contractor must assure that background checks re conducted on any employee or volunteer who will have unsupervised contact with vulnerable clients as required by law. Background checks must be repeated every two (2) years after the initial check. Background checks must be conducted through Washington State Patrol's Washington Access to Criminal History (WATCH) system or a National Association of Background Screeners accredited company.
5. **Client Abuse.** The Contractor shall report all instances of suspected Client abuse to DSHS, in accordance with RCW 74.34.
6. **Client Grievance.** The Contractor shall establish a system through which applicants for and recipients of services under the approved area plans may present grievances about the activities of the Contractor or any subcontractor(s) related to service delivery. Clients receiving Medicaid funded services must be informed of their right to a fair hearing regarding service eligibility specified in WAC 388-02 and under the provisions of the Administrative Procedures Act, Chapter 34.05 RCW.
7. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to, nondiscrimination laws and regulations.
8. **Confidentiality.** The Contractor shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not otherwise disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by O3A, or appropriate state or federal agencies. ***This paragraph is not applicable in contracts with Indian Nations.***
9. **Contractor Certification Regarding Ethics.** By signing this Contract, the Contractor certifies that the Contractor is in compliance with Chapter 42.23 RCW and shall comply with Chapter 42.23 RCW throughout the term of this Contract. *For O3A SLAC Program Panel Attorneys:* By signing this Contract, the Contractor certifies that the Contractor is in compliance with Chapter 2.48 RCW and shall comply with Chapter 2.48 RCW throughout the term of this Contract.
10. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. The Contractor also agrees to include the above requirement in all subcontracts into which it enters, resulting directly from the Contractor's duty to

provide services under this Contract.

11. **Drug-Free Workplace.** The Contractor shall maintain a work place free from alcohol and drug abuse.
12. **Insurance.** Insurance requirements are included in a separate attachment.
13. **Disputes.** In the event of a dispute between the O3A and the Contractor, every effort shall be made to resolve the dispute informally and at the lowest level. O3A's Proposer / Subcontractor Appeals and Grievance Process will guide local level dispute resolution. If a dispute cannot be resolved informally, then it shall be resolved as described in the Aging & Long-Term Support Administration AAA Policies and Procedures Manual.
14. **Entire Contract.** This Contract including all documents attached to or incorporated by reference, contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or bind the parties.
15. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Jefferson County.
16. **Independent Contractor.** The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the O3A, DSHS or the State of Washington. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the O3A, DSHS or the State of Washington by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee. For contracts with Indian Nations, the Indian Nation shall indemnify and hold harmless O3A, DSHS, and the State of Washington from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Indian Nation or its employees.
17. **Inspection.** The Contractor shall, at no cost, provide O3A, DSHS, the State of Washington and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and Client records, wherever located. These inspection rights are intended to allow O3A, DSHS, the State of Washington and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
18. **Maintenance of Records.** During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
 - a. Document performance of all acts required by law, regulation, or this Contract;
 - b. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the O3A and/or DSHS and all expenditures made by the Contractor to perform as required by this Contract;
 - c. For Health Homes contracts, the period shall be ten (10) years.

For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
19. **Medicaid Fraud Control Unit (MFCU).** As required by federal regulations, the Health Care Authority, the Department of Social and Health Services, and any contractors or subcontractors, shall promptly comply

with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities. ***This paragraph only applies to Title XIX funded contracts.***

- 20. Order of Precedence.** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- Applicable federal CFR, CMS Waivers and Medicaid State Plan;
 - State of Washington statutes and regulations;
 - ALTSA Management Bulletins and policy manuals;
 - This Contract; and
 - The O3A's Area Plan.
- 21. Ownership of Client Assets.** The Contractor shall ensure that any Client for whom the Contractor or Subcontractor is providing services under this Contract shall have unrestricted access to the Client's personal property. For purposes of this Section, Client's personal property does not pertain to Client records. The Contractor or Subcontractor shall not interfere with the Client's ownership, possession, or use of such property. Upon termination of this Contract, the Contractor or Subcontractor shall immediately release to the Client and/or the O3A all of the Client's personal property. ***This paragraph is not applicable in contracts with Indian Nations.***
- 22. Ownership of Material.** Material created by the Contractor and paid for by the O3A as a part of this Contract shall be owned by the O3A and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Contract but is not created for or paid for by the O3A is owned by the Contractor and is not "work made for hire"; however, the O3A shall have a license of perpetual duration to use, modify, and distribute this material at no charge to the O3A, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license. ***This paragraph is not applicable in contracts with Indian Nations.***
- 23. Ownership of Real Property, Equipment and Supplies Purchased by the Contractor.** Title to all property, equipment and supplies purchased by the Contractor with funds from this Contract shall vest in the Contractor. When real property, or equipment with a per unit fair market value over \$5000, is no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. If the per unit fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation. Proceeds from the sale or lease of property that was purchased with revenue accrued under the Case Management/Nursing Services unit rate must be expended in Medicaid TXIX or Aging Network programs.

When supplies with a total aggregate fair market value over \$5000 are no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A. If the total aggregate fair market value of equipment is under \$5000, the Contractor may retain, sell, or dispose of it with no further obligation.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

- 24. Ownership of Real Property, Equipment and Supplies Purchased by the O3A.** Title to property, equipment and supplies purchased by the O3A and provided to the Contractor to carry out the activities of this Contract shall remain with the O3A. When real property, equipment or supplies are no longer needed for the purpose of carrying out this Contract, or this Contract is terminated or expired and will not be renewed, the Contractor shall request disposition instructions from the O3A.

Disposition and maintenance of property shall be in accordance with 45 CFR Parts 92 and 74.

25. Indemnification and Hold Harmless.

- a. The Contractor shall be responsible for and shall indemnify, defend, and hold O3A, DSHS, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines, of whatsoever kind of nature, arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
- b. The Contractor's duty to indemnify, defend, and hold O3A, DSHS, and the State of Washington harmless from any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines shall include O3A's and the State's personnel-related costs, reasonable attorney's fees, court costs, and all related expenses.
- c. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless O3A, DSHS, and the State of Washington and its agencies, officials, agents, or employees.
- d. Nothing in this term shall be construed as a modification or limitation on the Contractor's obligation to procure insurance in accordance with this Contract or the scope of said insurance.

- 26. Restrictions Against Lobbying.** The Contractor certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, 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.

If any funds other than federal appropriated funds have or will be paid for the purposes stated above, the Contractor must file a disclosure form in accordance with 45 CFR Section 93.110.

The Contractor shall include a clause in all subcontracts restricting subcontractors from lobbying in accordance with this Section and requiring subcontractors to certify and disclose accordingly.

- 27. Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

28. Subcontracting.

- a. The Contractor may, without further notice to the O3A, subcontract only for those services specifically defined in the Statement of Work of this Contract as being allowed to be subcontracted.
- b. The Contractor must obtain prior written approval from the O3A to subcontract for services not specifically designated as allowed to be subcontracted in the Statement of Work of this Contract.

- c. Any subcontracts shall be in writing and the Contractor shall be responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts.
- d. Contractors are prohibited from subcontracting for direct client services without the prior written approval from the O3A unless specifically allowed in the Statement of Work of this Contract.
- e. When the nature of the service the subcontractor is to provide requires a certification, license or approval, the Contractor may only subcontract with such contractors that have and agree to maintain the appropriate license, certification or accrediting requirements/standards.
- f. In any contract or subcontract awarded to or by the Contractor in which the authority to determine service recipient eligibility is delegated to the Contractor or to a subcontractor, such contract or subcontract shall include a provision acceptable to the O3A that specifies how client eligibility will be determined and how service applicants and recipients will be informed of their right to a fair hearing in case of denial or termination of a service, or failure to act upon a request for services with reasonable promptness.
- g. If the O3A, the Contractor, and a subcontractor of the Contractor are found by a jury or trier of fact to be jointly and severally liable for damages arising from any act or omission from the contract, then the O3A shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subcontractor be unable to satisfy its joint and several liability, the O3A and the Contractor shall share in the subcontractor's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the O3A and the Contractor. This term shall not apply in the event of a settlement by either the O3A or the Contractor.
- h. Any subcontract shall designate subcontractor as the Contractor's Business Associate, as defined by HIPAA, and shall include provisions as required by HIPAA for Business Associate contract. Contractor shall ensure that all client records and other PHI in possession of subcontractor are returned to Contractor at the termination or expiration of the subcontract.

29. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Contract, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2

CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and

- (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)

- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the O3A contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by the O3A, or during the course of the required audit, that the Contractor has been paid unallowable costs under this Contract, O3A may require the Contractor to reimburse O3A in accordance with 2 CFR Part 200.
 - (1) For any identified overpayment involving a subcontract between the Contractor and a Tribe, O3A agrees it will not seek reimbursement from the Contractor, if the identified overpayment was not due to any failure by the Contractor.

30. Survivability. The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the expiration or termination of the particular Contract shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

31. Contract Renegotiation, Suspension, or Termination Due to Change in Funding.

If the funds O3A relied upon to establish this Contract are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract:

- a. At O3A's discretion, the Contract may be renegotiated under the revised funding conditions.
- b. At O3A's discretion, O3A may give notice to Contractor to suspend performance when O3A determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When O3A determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to O3A informing O3A whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to O3A and an acceptable date cannot be negotiated, O3A may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
- c. O3A may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. O3A shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to O3A in the event the termination option in this Section is exercised.

32. Termination for Convenience. The O3A may terminate this Contract or any in whole or in part for convenience by giving the Contractor at least thirty (30) calendar days written notice. The Contractor may terminate this Contract for convenience by giving the O3A at least thirty (30) calendar days written notice addressed to: Olympic Area Agency on Aging, ATTN: Contracts Manager, 2200 West Sims Way, Port Townsend, WA 98368.

33. Termination for Default.

- a. The O3A may terminate this Contract for default, in whole or in part, by written notice to the Contractor, if the O3A has a reasonable basis to believe that the Contractor has:
- (1) Failed to meet or maintain any requirement for contracting with the O3A;
 - (2) Failed to perform under any provision of this Contract;
 - (3) Negligently failed to ensure the health or safety of any client for whom services are being provided under any contract;
 - (4) Violated any law, regulation, rule, or ordinance applicable to this Contract; or
 - (5) Otherwise breached any provision or condition of this Contract.
- b. Before the O3A may terminate this Contract for default, the O3A shall provide the Contractor with written notice of the Contractor's noncompliance with the Contract and provide the Contractor a reasonable opportunity to correct the Contractor's noncompliance. If the Contractor does not correct the Contractor's noncompliance within the period of time specified in the written notice of noncompliance, the O3A may then terminate the Contract. The O3A may terminate the Contract for default without such written notice and without opportunity for correction if the O3A has a reasonable basis to believe that a Client's health, safety or financial wellbeing is in jeopardy.
- c. The Contractor may terminate this Contract for default, in whole or in part, by written notice to the O3A, if the Contractor has a reasonable basis to believe that the O3A has:

- (1) Failed to meet or maintain any requirement for contracting with the Contractor;
 - (2) Failed to perform under any provision of this Contract;
 - (3) Violated any law, regulation, rule, or ordinance applicable to this Contract; or
 - (4) Otherwise breached any provision or condition of this Contract.
- d. Before the Contractor may terminate this Contract for default, the Contractor shall provide the O3A with written notice of the O3A's noncompliance with the Contract and provide the O3A a reasonable opportunity to correct the O3A's noncompliance. If the O3A does not correct the O3A's noncompliance within the period of time specified in the written notice of noncompliance, the Contractor may then terminate the Contract.

34. Termination Procedure. The following provisions apply in the event this Contract is terminated:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination and shall comply with all reasonable instructions contained in the notice of termination which are related to the transfer of Clients, distribution of property, and termination of services.
- b. The Contractor shall promptly deliver to the O3A contact person (or to his or her successor) listed on the first page this Contract, all O3A assets (property) in the Contractor's possession, including any material created under this Contract. Upon failure to return the O3A's property within ten (10) working days of the Contract termination, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall take reasonable steps protect and preserve any property of the O3A that is in the possession of the Contractor pending return to the O3A.
- c. The O3A shall be liable for and shall pay for only those services authorized and provided through the effective date of termination. The O3A may pay an amount mutually agreed by the parties for partially completed work and services, if work products are useful to or usable by the O3A.
- d. If the O3A terminates this Contract for default, the O3A may withhold a sum from the final payment to the Contractor that the O3A determines is necessary to protect the O3A against loss or additional liability.
- e. The rights and remedies provided to O3A in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

35. Treatment of Client Property. Unless otherwise provided in the applicable Contract, the Contractor shall ensure that any adult Client receiving services from the Contractor under this Contract has unrestricted access to the Client's personal property. The Contractor shall not interfere with any adult Client's ownership, possession, or use of the Client's property. The Contractor shall provide Clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the Client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the Client and/or the Client's guardian or custodian all of the Client's personal property. This Section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting Clients' access to, or possession or use of, lawful or unlawful weapons and drugs). ***This paragraph is not applicable in contracts with Indian Nations.***

- 36. Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless the Contract is specifically amended. Only the Executive Director or designee has the authority to waive any term or condition of this Contract on behalf of the O3A. Only the Contractor's official designee has the authority to waive any term or condition of this Agreement on behalf of the Contractor.
- 37. Taxes.**
- a. Where required by statute or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. O3A will pay sales or use taxes, if any, imposed on the services and materials acquired hereunder. Contractor must pay all other taxes including without limitation Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. O3A, as an agency of Washington State government, is exempt from property tax.
 - b. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract in accordance with the requirements of [Title 82 RCW](#) and [Title 458 WAC](#). Out-of-state Contractors must contact the Department of Revenue to determine whether they meet criteria to register and establish an account with the Department of Revenue. Refer to WAC 458-20-101 (Tax registration and tax reporting) and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit sales tax, O3A shall be responsible for paying use tax, if applicable, directly to the Department of Revenue.
 - c. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.
- 38. Health and Safety.** Contractor shall perform any and all of its obligations under this Contract in a manner that does not compromise the health, safety and financial wellbeing of any Client with whom the Contractor has contact.
- 39. State or Federal Audit Requests.** The Contractor is required to respond to O3A, state or federal audit requests for records or documentation, within the timeframe provided by the requestor. The Contractor must provide all records requested to either O3A, state or federal agency staff or their designees.
- 40. DUNS Number.** In accordance with the Federal Funding Accountability and Transparency Act (FFATA, Public law 109-282) implemented on October 1, 2010, if this Contract is for more than \$25,000, the Contractor must provide their DUNS Number for this Contract to O3A.
- 41. Whistleblower & Recognition of Same-Sex Marriage.** Per grant requirements, Contractor shall adhere to the following in carrying out requirements of this Contract:
- a. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
 - (1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- (2) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - (3) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000 as described in 48 CFR 2.101.
- b. Recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. **United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC §7.**

Minimum Data Set--Older Americans Act Performance System (OAAPS)

| |
|---|
| Congregate & HDM Meals |
| Case Management--Aging Network |
| Client Level Demographics: |
| First and Last Name |
| Address with Zip Code |
| Birth Date |
| Poverty Status |
| Gender |
| Household Status |
| Ethnicity |
| Race |
| HDM only Funtional Assessment: |
| Functional Assessment with ADLs and IADLs |
| Nutrition Risk Screen Required |

Nutrition Risk Screening

Senior Nutrition Program Standards:

"Nutrition screening is a first step in identifying individuals at nutritional risk or with malnutrition. The OAA requires nutrition programs to provide nutrition risk screening. At a minimum, nutrition program service providers must administer the DETERMINE your Nutritional Risk checklist published by the Nutrition Screening Initiative (NSI) to participants and determine their nutrition risk scores."

Determine Your Nutritional Health

The warning signs of poor nutritional health are often overlooked. Use this checklist to find out if you or someone you know is at nutritional risk. Read the statements below. Circle the number in the yes column for those that apply to you or someone you know. For each yes answer, score the number in the box. Total your nutritional score.

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

TOTAL _____

Total your nutritional score. If it's--

| | |
|-----------|--|
| 0-2 | Good! Recheck your nutritional score in six months. |
| 3-5 | You are at moderate nutritional risk. See what can be done to improve your eating habits and lifestyle. Your office on aging, senior nutrition program, senior citizens center or health department can help. Recheck your nutritional score in three months. |
| 6 or more | You are at high nutritional risk. Bring this checklist the next time you see your doctor, dietitian or other qualified health or social service professional. Talk with them about any problems you may have. Ask for help to improve your nutritional health. |

Older Americans Act funding is intended to identify and serve the entire community of older individuals, with particular focus on the following categories:

- A. Older individuals residing in rural areas.
- B. Older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas). The term “greatest economic need” means the need resulting from an income level at or below the [federal poverty guidelines](#) (FPL). 2019 FPL is \$12,140 per year for an individual living alone, and \$16,460 per year for a two-person household.
- C. Older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas). The term “greatest social need” means the need caused by non-economic factors, which include:
 - 1. Older individuals with limited English proficiency (LEP)
 - 2. Cultural, social, or geographical isolation, including isolation caused by racial, ethnic, and/or sexual orientation status that results in any one or more of the following:
 - a. restricted ability of an individual to access services
 - b. restricted ability of an individual to live independently
 - c. threatened capacity of the individual to live independently
 - 3. Older individuals with severe disabilities
 - 4. Older individuals with dementia and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals)
 - 5. Older individual at risk for institutional placement, which means the individual is unable to perform at least 2 activities of daily living without substantial assistance (including verbal reminding, physical cuing, or supervision); and/or meets institutional level of care criteria
 - 6. Older individuals providing care to individuals with severe disabilities, including children with severe disabilities

Olympic Area Agency on Aging (O3A)

ATTACHMENT J

INSURANCE REQUIREMENTS

The Contractor shall at all times comply with the following insurance requirements.

1. General Liability Insurance.

☒ Required by O3A ☐ Not Required by O3A

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of the parties' performance under this Contract, including but not limited to premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The Olympic Area Agency on Aging (O3A), its elected and appointed officials, agents, and employees of the state and the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The Olympic Area Agency on Aging (O3A), the State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insured's.

Special Terms and Conditions

2. Business Automobile Liability Insurance

☒ Required by O3A ☐ Not Required by O3A

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident, combined single limit. The Contractor's carrier shall provide O3A with a waiver of subrogation or name O3A as an additional insured.

3. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The O3A, State of Washington and DSHS shall not be held responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

4. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

5. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

6. Professional Liability Insurance

☒ Required by O3A ☐ Not Required by O3A

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$1,000,000.

7. Area Agency on Aging (AAA)

In all instances where DSHS is required to be named as an additional insured or provided a waiver of subrogation, or provided notice of cancellation or renewal, O3A shall also be named as an additional insured, or provided waiver of subrogation, or provided notice of cancellation or renewal, as the case may be.

8. Separation of Insured's

All insurance policies shall include coverage for cross liability and contain a "Separation of Insured's" provision.

9. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

10. Evidence of Coverage

The Contractor shall upon request by the O3A point of contact submit a copy of the Certificate of Insurance, policy, and additional insured endorsement for each coverage required of the Contractor under this Contract. The Certificate of Insurance shall identify the Olympic Area Agency on Aging, the Washington State Department of Social and Health Services as the Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance.

The Contractor shall maintain copies of Certificates of Insurance, policies, and additional insured endorsements for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

11. Material Changes

The insurer shall give the O3A point of contact listed on page one of this Contract 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give O3A 10 days advance written notice of cancellation.

12. General

By requiring insurance, the O3A, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

13. Waiver

The Contractor waives all rights, claims and causes of action against the O3A, State of Washington and DSHS for the recovery of damages to the extent said damages are covered by insurance maintained by Contractor.