



CITY COUNCIL Agenda Item #18-306(b)

Date: October 10, 2018

Consent X Discussion

SUBJECT: FY19 Contract between Montpelier Senior Activity Center and Central Vermont Council on Aging

SUBMITTING DEPARTMENT: Community Services / MSAC

RECOMMENDED ACTION: Approve city staff to sign it

STRATEGIC OUTCOME/INITIATIVE: Responsive and Responsible Government – Maintain existing service levels (and Public Health!)

PRIOR ACTION: Previous contract in FY18 between same two entities / successful partnership

EXPENDITURE REQUIRED: None for this contract – this is a revenue contract.

SOURCE OF FUNDS: CVCOA distribution to MSAC of Federal Older Americans Act funds for senior nutrition. All revenue and expenses are budgeted in FY19 MSAC budget.

LEGAL REQUIREMENTS: Health department inspection of kitchen and other contractual obligations

BACKGROUND INFORMATION: These funds provide a portion of the revenue that supports the FEAST senior nutrition program at Montpelier Senior Activity Center. Contracted services include partial reimbursement for home delivered meals and community meals. Note: Front page says community meals open 5 days per week, but in fact the FEAST program only has community meals two days per week. The contract would allow us to increase, but we have no intention of doing so in FY19.

SUPPORTING DOCUMENTS: Contract is attached.

INTERESTED PARTIES: MSAC, CVCOA

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman".



A World Where Aging is Honored

CVCOA Helpline 1-800-642-5119

**Contract Between
Montpelier Senior Activity Ctr.
58 Barre St
Montpelier
And
Central Vermont Council on Aging**

SUMMARY SHEET

Purpose: The Central Vermont Council on Aging (CVCOA) and the Montpelier Senior Activity Ctr. (Contractor) enter into this agreement to provide nutrition services to persons 60 years of age and older and their spouses of any age, in order to assist them to remain independent.

Contractor: Montpelier Senior Activity Ctr.

Contract Payment: 57,600.00

Contract Term: October 1, 2018-September 30, 2019

Contract Services: Home Delivered Meals covering 5 days per week
Community Meals open 5 days per week

Service Area: Montpelier and Berlin with the exception of West Berlin

Projected Units of Service: 16,000

CVCOA Unit Payment per Meal: \$3.60

Phone: 802-479-0531

59 N. Main Street, Suite 200

Email: info@cvcoa.org

Fax: 802-479-4235

Barre, VT 05641-4121

Web: www.cvcoa.org

CONTENTS

General Provisions

- 1. Definitions**
- 2. General Requirements including Professional Standards**
- 3. Non-discrimination in Employment; Equal Employment Opportunity**
- 4. Background Checks**
- 5. Indemnification**
- 6. Proof of Insurance**
- 7. Religious or Political Activities**
- 8. Prohibition of Lobbying**
- 9. Confidentiality**
- 10. Serving the Under Sixty Disabled Population**
- 11. Services to Be Provided By the Contractor**
- 12. Service Goals**
- 13. Procedures for Providing Services**
 - A. Community Meals and Meals on Wheels**
 - B. Unit of Service**
 - C. Client Fees and Program Income**
 - D. Non-discrimination in Service to Participants/Recipients of Contract Services**
 - E. Standard Requirements**
- 14. Information and Services to be provided by CVCOA**
- 15. Visitation and Inspection**
- 16. Retention of Records**
- 17. Adequacy of Records**
- 18. Materially Altering Actions**
- 19. Reporting Requirements**
- 20. Contract Equipment**
- 21. Payment**
- 22. Client Contributions**
- 23. Books and Records**
- 24. Assessment and Evaluation**
- 25. Financial Audit**
- 26. Assignment/Subcontracting**
- 27. Default**
- 28. Termination**
- 29. Notice**
- 30. Service Recipient and Subcontractor Grievances**
- 31. Appeals Procedure for Grievances**
- 32. Amendments**
- 33. Notice of Debarment**
- 34. Renewable Contract**
- 35. Incorporated Documents**

GENERAL PROVISIONS

1. DEFINITIONS

For the purposes of this contract the following terms shall be used:

ACL	Administration for Community Living: emerged as a new operating division of HHS in 2012. The ACL name reflects both the aspirations of the people we serve and our new mission to maximize the independence, well-being, and health of older adults, people with disabilities across the lifespan, and their families and caregivers. Consistent with that mission is a long-standing commitment to the translation of evidence-based prevention programs from the research setting into community practice.
AOA	Administration on Aging; administers the Older Americans Act
CFR	Code of Federal Regulations
CASE MANAGEMENT	A program of CVCOA which works with older Vermonters in their homes to develop a plan of care to enable independence.
CLIENT	A service recipient as defined by federal and state regulations older adults 60 and over, their spouses, any age, and others as defined in the Eligibility Requirements in the attachments
CONTRACTOR	Senior Center or Nutrition Programs
CONTRACT	This document and all attachments
CONTRACT MONITOR	The CVCOA staff person who is assigned overall responsibility for the contract
CVCOA	Central Vermont Council on Aging
DAIL	VT Department of Disabilities, Aging and Independent Living
EXECUTIVE DIRECTOR	Executive Director of CVCOA
FUNDING SOURCE	Any organization that provides money to CVCOA
HHS	United States Department of Health and Human Services
HPDP	Health Promotion and Disease Prevention (Title IIID)
NSIP	Nutrition Supplemental Incentive Program
OAA	Older Americans Act authorizes a national aging network and formula grants to states. These grants fund a wide array of services including Community and home-delivered meals; transportation; personal and respite care; dementia care; caregiver support services; and programs to protect elder rights. A portion of OAA funding also supports health prevention and promotion activities.
OMB	United States Office of Management and Budget
ORANGE GUIDE	Vermont Older Americans Act Nutrition Program Manual
QUARTER	Fiscal year quarters of October-December, January-March, April-June, and July-September
VCIL	Vermont Center for Independent Living

- A. The terms of this contract shall be construed in accordance with Vermont law. The Contractor shall comply with all laws, rules, regulations, standards, and Executive Orders, including, without limitation, the Older Americans Act of 1965, as amended (U.S. Code Section 3001, et seq.), Title III; 45 CFR, Parts 74, 96 1320, 1321, 1324 and 1326; the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants" or NAPIS.
- B. The Contractor shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this contract, and shall comply with all laws regarding employment, unemployment insurance and workers' compensation.
- C. The Contractor is an independent Contractor in the performance of work and the provision of services under this contract, and is not to be considered an officer, employee, or agent of CVCOA.
- D. The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. The Contractor shall obtain and maintain all applicable licenses, permits, certification, and authority required to provide contract services.

3. NON-DISCRIMINATION IN EMPLOYMENT; EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and all subcontractor(s) shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, marital or civil union status, sexual orientation, gender identity, national origin, place of birth, ancestry, citizenship, military or veteran status, need for health insurance, disability or any other characteristic protected by state or federal law.

The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, age, marital or civil union status, sexual orientation, gender identity, national origin, place of birth, ancestry, citizenship, military or veteran status, need for health insurance, disability or any other characteristic protected by state or federal law. The foregoing covenants apply to: employment, promotion or upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

4. BACKGROUND CHECKS

Performing background checks on staff and volunteers who may work with vulnerable people is a component of preventing abuse, neglect and exploitation.

All paid employees (including the director, cooks, MOW drivers, office staff, etc.), as well as volunteers (including those through Vermont Associates and other agencies) who deliver MOWs or have access to confidential information about participants, of the Contractor who work in the Nutrition program are required by DAIL and CVCOA to complete background checks with the following agencies:

- AHS Abuse Registry (includes DAIL Adult Abuse Registry & DCF Child Abuse Registry) <https://www.ahsnet.ahs.state.vt.us/abc/SubscriberHome.cfm>
- VT Crime Information Center (VCIC) <http://vcic.vermont.gov/ch-information/record-checks>
- Exclusions Database Office of Inspector General <https://oig.hhs.gov/exclusions/>
- National Sex Offender Registry <https://www.nsopw.gov/>

Each employee and volunteer will fill out Consent for Release of Information Form for each of the background screenings (see attachments).

Each Nutrition Program is required by the VT Crime Information Center to maintain a log of criminal background checks.

Any person who has a record of abuse, neglect or exploitation against elder persons or children, as determined by one or more of the above-named agencies will not be eligible to work or volunteer with the Nutrition program. Other offenses are to be considered on an individual basis but do not necessarily disqualify a candidate for employment or volunteering.

5. INDEMNIFICATION

The Contractor is an independent Contractor and not an employee of CVCOA in operating the mentioned services. The Contractor shall indemnify, defend and hold CVCOA harmless for all claims, suits, judgments or damages arising from the operation of the mentioned services during the period of this agreement.

6. PROOF OF INSURANCE

Annually, on or by June 10th, the Contractor shall provide CVCOA with proof of insurance as follows:

- Worker Compensation insurance for employees
- General Liability insurance

7. RELIGIOUS OR POLITICAL ACTIVITIES

The Contractor agrees that its costs, planned or claimed, including costs incurred by any subcontractor, shall not include any expenses for any religious or political activities. This shall not preclude the use or rental of church facilities for serving meals and other activities.

8. PROHIBITION OF LOBBYING

The Contractor agrees that Contractor's employees and agents shall not use any funds received under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any legislative organization, legislator, or to advance or defeat prospective legislation, per federal law.

9. CONFIDENTIALITY

The Contractor shall observe and abide by all applicable State and Federal statutes and regulations regarding use and disclosure of information, including, but not limited to, information concerning applicants for and recipients of contract services.

The use or disclosure of any information concerning a client served under this contract by any

client's right of privacy shall be protected to the greatest extent possible including but not limited to keeping files in a locked cabinet and securing computer files with a password. The Confidentiality Policy for Staff and Contractors of Vermont Senior Nutrition Program will be clearly posted at the site, contained in participant information packets and included in staff and volunteer training.

10. SERVING THE UNDER SIXTY DISABLED POPULATION

It is understood that the Contractor may provide and deliver meals for younger persons with disabilities under an agreement with VCIL. Any meals provided under the agreement with VCIL will not be counted or reimbursed under this contract.

11. SERVICES TO BE PROVIDED BY THE CONTRACTOR

- A. The Contractor shall provide the following services in accordance with the Procedures for providing services in this contract:
 - 1. Meals on Wheels
 - 2. Community meals
 - 3. Nutrition Education / Health Promotion and Disease Prevention services

12. SERVICE GOALS

- A. Increase or maintain the well-being and self-sufficiency of eligible participants.
- B. Increase or maintain the diet of participants to ensure one-third (1/3) of their daily dietary needs are met.
- C. Encourage social interaction of participants attending community Nutrition Programs by providing an atmosphere which encourages social interaction before, during and after meals and provide opportunities for health promotion and disease prevention.
- D. Encourage social interaction between meals on wheels participants and meal delivery person including a check on well-being.
- E. Refer all participants who may require additional medical or social support to the appropriate agency or contact. Referrals may be made to the contact person listed by the individual and the CVCOA Case Management Program. The prior knowledge and consent of the client should be solicited. In suspected cases of abuse or self-neglect the referral shall be made with or without consent.

13. PROCEDURES FOR PROVIDING SERVICES: COMMUNITY MEALS AND MEALS ON WHEELS

- A. Both the Community Meals and Meals on Wheels provides for a nutritious meal containing at least 1/3 of Recommended Dietary Allowance (see Orange Guide) for an individual in a community setting and for participants whose meals are delivered to their place of residence.

B. UNIT OF SERVICE

One unit of service equals one meal.

C. CLIENT FEES AND PROGRAM INCOME

The Contractor shall not impose fees or charges of any kind upon recipients of contract services. The Contractor may solicit voluntary contributions for meals furnished, taking into consideration the income ranges of eligible individuals in local communities and other sources of income of the participants. The incomes and resources of all eligible people in the community and the Contractor's resources should be taken into account when setting contribution targets or policies. All eligible participants, including volunteers, will be given the opportunity to make a private, voluntary contribution.

Guest fees will be charged to meals served to persons who are not eligible under the OAA or VCIL. The Contractor may set the amount of the guest fee and the guest fee must cover the whole cost of the meal.

The actual meal cost and suggested meal contribution should be posted in a conspicuous location. Any program income generated and received by the Contractor as a result of contract services shall be reported to CVCOA and expended in accordance with applicable CVCOA policies and procedures.

D. NON-DISCRIMINATION IN SERVICE TO PARTICIPANTS/RECIPIENTS OF CONTRACT SERVICES

In connection with any service or other activity undertaken pursuant to this contract, the Contractor shall not discriminate against any client because of age, race, color, religion, sex, marital or civil union status, sexual orientation, gender identity, national origin, place of birth, ancestry, citizenship, military or veteran status, need for health insurance, disability or any other characteristic protected by state or federal law. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Contractor shall include a clause to this effect in all subcontracts, and require such a covenant from all subcontractors.¹

E. STANDARD REQUIREMENTS

The Contractor shall comply with the following guidelines:

1. All facilities that prepare Community meals and Meals on Wheels must meet local fire and sanitation codes and regulations.
2. Menus must be planned for a minimum of four consecutive weeks. Menus must be sent to CVCOA fifteen (15) days before its implementation.
3. Menus are to be prepared with input from older adults (see survey example in the attachments) and all meals must be packaged and delivered in a safe and sanitary manner.
4. Menus shall be followed as written. Substitutions which must be made because of a temporary inability to obtain certain foods, or because a donation of perishable food has

¹To the extent such provisions apply, the Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Age Discrimination in Employment Act of 1967, as amended; Federal Executive Order 11246, as amended; Section 2012 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; The Disabilities Act; and the Drug Free Work Place Act.

substitutions will be kept on site. Substitutions shall be made with dietary guidelines in mind, and should not bring a menu out of compliance with 1/3 RDA requirements.

5. Each meal must contain at least one-third (1/3) of the current Recommended Daily Allowance of nutrients, as established by the Food and Nutrition Board of the National Academy of Science-National Research Council. The minimum food group guidelines (as described in the Orange Guide) are as follows:

Meat or Meat Alternative: 2-3 ounces cooked weight

Vegetable or Fruit: 1 ½ cups combined

Grains: 2 ounces with at least one whole grain at each meal

Milk/Milk products: 8 oz. preferably skim or low-fat

Beverages: optional coffee, tea, lemonade, iced tea

Dessert: optional one (1) one-half cup serving or one small serving of dessert

6. Menus should be planned to avoid the frequent use of foods high in sugar, salt and saturated fat and high in fiber in accordance with the "Dietary Guidelines for Older Americans" (see the Orange Guide). Menus must be planned as hot meals. A cold meal may be planned on occasion to provide variety and change or more often during hot weather of summer.
7. All food contributions shall be from an approved source as defined by the Orange Guide. The following shall not be used:
 - cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened;
 - food with an off-odor; food which shows signs of mold; and
 - food prepared or canned in the home.
8. The contractor will work with CVCOA, local farmers, community organizations, food suppliers and others to increase the availability of fresh, locally produced food. Menus are developed considering the availability and seasonality of locally grown fresh vegetables and fruits. Fresh fruit and vegetables will be included in at least 75% of the meals served.

For each meal the contractor will identify foods as being fresh, locally grown fresh, frozen, locally grown frozen or canned. The following abbreviations are to be used:

 - fr for fresh;
 - lg for locally grown,
 - fz for frozen,
 - lf for locally grown frozen and
 - c for canned.

When fresh food is not available, frozen is to be used. Canned vegetables are a last choice and should be used at a minimum.
9. CVCOA requires all Contractors and those who prepare and deliver meals to receive food safety and sanitation training at least once a year. When possible CVCOA encourages food preparers to be ServSafe certified. The Contractor shall provide CVCOA with a copy of the certification.
10. Using a Registered Dietitian or other approved resource, Contractors will provide or arrange for at least two nutrition education or health promotion disease prevention workshops annually. All workshops must be documented in writing reporting the date,

topic and number of participants and this information must be provided to CVCOA annually.

11. There must be a distinct and physical separation of dining facilities from food preparation facilities.
12. Facilities used to provide meals must be suitable and accessible for use by older participants and participants with disabilities. Adequate aisle space must be provided between tables to allow for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
13. All meal participants must be given the opportunity to make a voluntary, non-coercive, confidential donation to the cost of each meal. (See Contributions Policy in the attachments.)
14. A Community Nutrition Program Survey which includes the Nutrition Screening Initiative Checklist shall be distributed to all community meal participants annually. A CVCOA Meals on Wheels Intake Form will be completed annually for each meals on wheels participant. CVCOA will provide the forms. Surveys and intakes will be collected and sent to CVCOA.
15. Community and Meals on Wheels client information, by name and number of meals, will be compiled and reported to CVCOA on a monthly basis and submitted by the 15th of each month. This report can be supplied from the access MOW database by using the "Meals Summary by Recipient" report. Annually CVCOA will review reports to ensure all required Federal information is supplied. This includes first name, last name, date of birth, gender, poverty status, living status & rurality. The Nutrition Screening Checklist score is also required for Community meal participants, and the five priority questions are required for Meals on Wheels participants. If more than 10% of the required information is missing funding can be impacted. The Contractor will be required to supply the missing information by November 15, 2019.
16. To the extent possible, the Contractor shall provide meals for special diets, including, but not limited to: diabetic, vegetarian, pureed, no added salt and low cholesterol and low fat.
17. All meals must be delivered to an individual; meals may not be left on doorsteps, in mailboxes or coolers, or on porches. If prior arrangements have been made, a meal can be left in the refrigerator.
18. A frozen meal may be provided when it will be used to provide meals for non-delivery days, additional meals for the same day, or when it is cost-effective to expand service.
19. Participants receiving Meals on Wheels will be informed about the CVCOA I&A referral.
20. New and ongoing participants will be provided with a current copy of the menu.

14. INFORMATION AND SERVICES TO BE PROVIDED BY CVCOA

CVCOA will provide the following services and information to the Contractor:

- A. Technical advice and assistance in complying with federal, state, and local regulations, requirements, best practices and guidelines.
- B. Personnel training necessary for the Contractor to fulfill its obligations under this contract including training for nutrition program managers/directors (4 times per year), cooks (up to twice per year), volunteers and board members (as requested by Contractor).
- C. Assistance with nutrition outreach and education.
- D. Information relating to special diets, sources for food and supplies, volunteer recruitment and management, planning delivery routes, planning menus.

15. VISITATION AND INSPECTION

The Contractor's facilities, services, books, and records, with respect to the contracted services, shall be available for appropriate agents including State or Federal governments at any time during regular business hours. It is not necessary that prior authorization or notice be given. At the request of the Contractor, any report(s) prepared pursuant to this section will be made available to the Contractor.

16. RETENTION OF RECORDS

The Contractor agrees to retain all client service records and other documents relevant to this contract for seven (7) years after final payment under the contract.

17. ADEQUACY OF RECORDS

If the Contractor's books, records, and other documents relevant to this contract are not sufficient, in accordance with general accounting principles, to support and document that allowable services were provided to eligible participants, the Contractor shall reimburse CVCOA for services not adequately supported and documented, provided that the discovery of such insufficiency occurs within sixty days of the date payment is due, and not thereafter. At CVCOA's option, payments due after insufficient documentation is discovered may be withheld, in whole or in part, until CVCOA is fully reimbursed for those services.

18. MATERIALLY ALTERING ACTIONS

If any action is taken by any State or Federal agency, department, or other instrumentality which materially alters and affects the ability of either party to fulfill the terms of this agreement, including but not limited to, the availability of funds, either party may terminate its obligations under, or in conjunction with, this contract, and it shall give written notice immediately. In the event of termination, CVCOA shall be liable for payment only for services rendered prior to the effective date of the notice to terminate, provided that such services performed are in accordance with the provisions of this contract.

19. REPORTING REQUIREMENTS

A. Monthly Reporting:

On or before the required date, the Contractor shall submit electronically to CVCOA

programmatic and financial reports on the forms provided by CVCOA. Such reports shall cover contract services and contract expenditures for the preceding month. Failure to submit accurate and complete reports by the required date will result in payment to the Contractor in the next regularly scheduled pay period.

The following report are due by the fifth (5th) of each month:

1. Meals Donation Report Form (MDRF)

The following reports are due by the tenth (10th) of each month:

2. Menu
3. Previous month's menu with substitutions and local, fresh, frozen canned listed on it
4. Copies of new community nutrition program surveys with the Nutrition Screening Initiative Checklist.
5. Newsletter in pdf format
6. Meals on Wheels Intakes

The following report is due by the fifteenth (15th) of each month:

7. Financial report form
8. A complete list of all Community and Meals on Wheels participants served the previous month with their total number of meals each.

B. Annual Reporting:

9. Nutrition Education & Health Promotion/Disease Prevention Workshop Report (Attachment S)

C. Other Reporting:

The following are due by December 31st:

10. The senior center board of directors names, address, telephone number including e-mail
11. The Nutrition Programs written emergency preparedness plan and any updates made to that plan.
12. All contractors shall notify CVCOA of the existence of a waiting list within 30 days.
13. Temperature Reports shall be completed according to the Orange Guide and kept on site. CVCOA has the right to check on them during a monitoring visit.
14. Copies of ServSafe certificates

D. The Contractor agrees to furnish such reports and evaluations as required, or as may become required, by the AOA, HHS, DAIL and CVCOA.

E. The parties shall have the use of data and reports resulting from this contract without cost or other restriction except as may be established by law or applicable regulation. Upon request, each party shall supply to the other party any available information that is relevant to this contract and to the performance thereof.

20. CONTRACT EQUIPMENT

A. The Contractor is authorized to purchase equipment to be used in the delivery of contract services. Such equipment must be noted in the "equipment" line item of the contract financial report.

B. The Contractor shall maintain complete and up-to-date inventory records for all equipment purchased with CVCOA funds from this contract.

this or a preceding contract without the prior written consent of CVCOA. Such consent, if given, may include direction as to means of disposal and utilization of proceeds.

- D. Adequate insurance must be maintained on all property purchased with CVCOA funds. Proof of such insurance must be given to CVCOA annually.

21. PAYMENT

- A. CVCOA will make monthly payments of 1/12th of the Maximum Contract Amount.
- B. CVCOA will make the first monthly contract payment in October. Monthly contract payments from November through September will not be released until the previous month reporting as required under Section 19 (Reporting Requirements) is received. CVCOA will issue the monthly payment within 30 days after receipt of such report.
- C. The maximum total of all payments made by CVCOA under this contract shall be limited to the projected amount stated on the Summary Sheet. If the projected units of service numbers are not met, contract payments will be adjusted. CVCOA will monitor the units of service on a quarterly basis and the monthly payments will be decreased accordingly. If meal counts are met or are over the projected amounts, there will be no change in the monthly payment amount.
- D. The Contractor agrees that it will not bill or charge participants, their families, guardians or conservators for services provided under this contract. Participants, their families, guardians or conservators may make voluntary and confidential donations toward the cost of services.

22. CLIENT CONTRIBUTIONS

The Contractor will be responsible for accepting client contributions toward the cost of services and this income will be used to provide services under this contract. Client contributions shall be recorded daily on the donation sheet and submitted to CVCOA each month. Client contributions will be counted by two people each day, preferably older adults, and their initials will be recorded. The Contributions Policy will be clearly posted at the site, contained in client information packets and included in staff and volunteer training.

23. BOOKS AND RECORDS

- A. The Contractor will keep adequate books and records relating to contract services and contract expenditures. Contract service records will be maintained in accordance with CVCOA policies and procedures. Financial records will meet the following standards, at a minimum:
 - 1. Include personnel records which contain applications for employment, job titles and descriptions, W-2 and I-9 documentation, hire and termination dates, wage rates, effective dates of personnel actions affecting any of these items;
 - 2. Include performance records for individual employees to support all salaries and wages paid;

3. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
 4. Include original copies of invoices, statements, sales tickets, billings for services, etc., a cash disbursement journal and bank or credit statements to reflect all disbursements applicable to the contract;
 5. Include copies of lease/rental agreements, mortgages or any other agreements that in any way affect contract expenditures.
 6. Include a bookkeeping system with accounts for collection and disbursement of all costs and fees applicable to the contract.
 7. Include a record of in-kind expenditures and donations.
- B.** The Contractor will retain all program and financial records in existence at the termination of this contract for seven years after termination of this contract, during which time all authorized CVCOA, State and Federal agencies will have access to these records.
1. In the event of termination of the business of the Contractor, all books and records kept pursuant to this contract shall be turned over to CVCOA.
 2. At the request of the Contractor, CVCOA will provide anonymous financial information about the costs and revenues of other Nutrition programs within the service area of CVCOA, and what, if any, funds and services CVCOA provides to each of those nutrition programs.

24. ASSESSMENT AND EVALUATION

CVCOA and the Contractor agree to evaluate the services provided under this contract for compliance in the area of service provision, food handling and preparation, and client satisfaction (see the Orange Guide and Monitoring and Assessment Tools in the attachments for examples of monitoring tools).

25. FINANCIAL AUDIT

At any time during the term of this contract, the Contractor's records relating to this contract are subject to audit by CVCOA and by any other appropriate agent of the State or Federal government. At the discretion of CVCOA, a final audit will be performed by a private firm retained for such purposes. Final financial settlement of this contract shall be contingent upon the final audit. The Contractor's Board of Directors will cooperate in assisting auditors. The money granted to the Contractor in this contract is considered Federal money.

26. ASSIGNMENT/SUBCONTRACTING

No party to this contract shall assign, delegate, or subcontract, in whole or in part, any portion of this contract in such a manner which will impair or impede the responsibilities or duties created herein.

The regulations within and governing this contract shall apply to all assigned, delegated, or subcontracted portions of this contract. Each party to this contract shall bear full responsibility for performance under its subcontracts and shall forward copies of such to the other party or parties before the subcontract goes into effect.

27. DEFAULT

The Executive Director may suspend this contract and payments immediately upon written notice to the Contractor in the event of material breach of this contract by the Contractor. In addition, the contract may be terminated as provided in Section 18.

28. TERMINATION

Either party may terminate this contract for cause by giving sixty (60) days' notice to the other party.

Cause for termination of this contract shall include, but is not limited to financial hardship, material breach of contract by the other party, failure by either party to negotiate contracts with other providers of funds or services which are necessary to carry out the terms herein (e.g. food preparation services, transportation services), fraud, and other causes mutually agreed upon.

29. NOTICE

Notice shall be given to the Executive Director of CVCOA or the President of the Contractor's Board of Directors by personal delivery or by registered or certified mail to the location below or to the location listed on the cover page, unless said locations shall be changed and written notification of such change provided to the other party, and then notice shall be mailed to said location.

Central Vermont Council on Aging
59 N. Main St., Suite 200
Barre, Vermont 05641-4121

30. SERVICE RECIPIENT AND SUBCONTRACTOR GRIEVANCES

The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to CVCOA any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, service reduction, or suspension, termination, or quality of service. This right is in addition to any right to file grievances with the DAIL, which may be provided by law.

The Contractor shall assign a staff person to receive complaints and shall post a sign indicating who is assigned to receive service complaints. Suggested wording: "If you believe that you have been discriminated against in your receipt of services, please contact: (Director's Name) at (nutrition program address) or call (nutrition program phone number)."

Subcontractors shall have the right to present grievances to CVCOA within a reasonable time after the basis for the grievances(s) becomes known to the subcontractor. This right is in addition to any right to file grievances with the DAIL.

31. APPEALS PROCEDURE FOR GRIEVANCES

Except as otherwise provided for in this contract, if any grievance which arises under this contract or in connection with services provided by the Contractor or subcontractor is not disposed of by agreement between the parties within a reasonable time, the following appeals procedure shall be utilized to resolve disputes.

- A. The grievant shall submit a written request for a meeting with CVCOA within ten working days following receipt of notice of denial, which shall be sent by the Contractor immediately upon determination that the dispute has not been resolved to the grievant's satisfaction.
- B. CVCOA will schedule a meeting to discuss the grievant's questions and concerns to be held within ten working days after receiving the grievant's request for a meeting.
- C. If a satisfactory resolution cannot be reached in a meeting with CVCOA, the matter may be appealed to the Executive Director. The grievant must submit a written request for a meeting with ten working days of receipt of CVCOA's decision of the appeal.
- D. The Executive Director, after considering the information presented by the Contractor, CVCOA staff, and by the grievant, will make a decision on the grievant's appeal and will notify the grievant in writing of its decision within ten working days of the meeting.
- E. The decision of the Executive Director will be final, unless the grievant is legally entitled to file a grievance with DAIL, in which case DAIL's grievance procedure shall be followed. Contractors retain their legal rights to pursue or defend any claims against it.

32. AMENDMENTS

Any change to this contract shall be carried out in accordance with the following provisions:

- A. A written amendment signed by both parties to this contract shall be required for every standard purpose listed below and for all other purposes except those listed in paragraph B of this section:
 1. Whenever there is a change in the unit price or reimbursement ceiling;
 2. Whenever there is a change in contract services, the services delivery methodology, or the level of service as defined in the procedures for providing services;
 3. For any other change in the terms and conditions of the contract that CVCOA or the Contractor deems substantial;
- B. Paragraph A notwithstanding, the Contractor shall give notice to CVCOA of any non-material alteration that affects programmatic or financial provisions as set forth in the procedures for providing services. Non material alterations that do not require a written amendment are as follows:
 - Change of address;
 - Change of telephone number;
 - Change of e-mail;
 - Change of Contractor's chief executive or his/her designee;
 - Changes in the name and/or address of the person to whom notices are to be sent.

33. NOTICE OF DEBARMENT

In entering this agreement the parties certify that they and their principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a Federally funded transaction by a Federal or State department or agency.

34. RENEWABLE CONTRACT

This contract may be renewed entirely or in part for a period equal to the original contract term, but in no case for longer than thirty-six (36) months, upon agreement by the parties to this contract. Neither party is under any obligation to renew this contract.

35. INCORPORATED DOCUMENTS

CVCOA and the Contractor agree to the terms, budget and conditions of this contract as outlined in the Summary Sheet, General Provisions, Procedures for providing services for Community Meals, And Procedures for providing services for Meals on Wheels sections and understand the intent of this agreement. In addition, the contracting parties agree to adhere to the terms, conditions, and guidelines of the following attached documents:

- A. Confidentiality Policy for Staff and Contractors on CVCOA letterhead
- B. Contributions Policy on CVCOA letterhead
- C. *Financial Report Form
- D. Referral to "the Orange Guide" July 2006
- E. Meal Pattern for Elderly Nutrition Program, also available in the Orange Guide
- F. *Meals Donation Report Form instruction sheet and example
- G. *Program Report Schedule and Checklist
- H. Vermont Community Senior Meal Eligibility Guidelines on CVCOA letterhead
- I. *Community Nutrition Program Survey with the Nutrition Screening Initiative (NSI) Checklist
- J. *Monthly Names & Numbers for Community (Congregate) Participants Form
- K. Vermont Meals on Wheels Eligibility Guidelines on CVCOA letterhead
- L. Attempted Delivery Form, specific to each nutrition program
- M. *Nutrition Program Intake for Meals on Wheels Only Form
- N. Package of Information Sent to New Meals on Wheels Participants
- O. *Monthly Names & Numbers for Meals on Wheels Participants Form
- P. Temperature Reports (also available in Orange Guide)
- Q. Sample Meal Participant Survey
- R. Consent for Release of Information Forms
- S. Nutrition Education/ Health Promotion Disease Prevention Workshop Report
- T. Waiting List Policy
- U. Grievance Policy

*forms are updated annually by CVCOA

No modification of this contract is valid without mutual agreement, except as specified herein. Any modification agreed upon, will be put in writing, signed by the authorized personnel and attached to this agreement in order to be valid.

The term of this contract shall be October 1, 2018-September 30, 2019.

Montpelier City Manager

Date

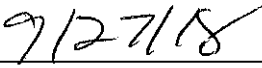
Montpelier Senior Activity Center Director

Date

Federal ID # 27-4184842

The Form 990 (tax return) requires CVCOA to report those agencies paid over \$5000. This is a new requirement as of 2010.


CVCOA Executive Director


Date

