



Request for Proposals

Congregate Senior Meal Program Services

Proposals Due: May 29, 2026 by 2:00 pm (local time)

Proposals must be submitted electronically via BidLocker at <https://bidlocker.us/a/tualatinoregon/BidLocker>. Submissions by any other method will not be accepted.

Contact/Questions: Richard Contreras, Procurement & Contracts Administrator
(503) 691-3080
rcontreras@tualatin.gov

REQUEST FOR PROPOSALS

Section 1 – Overview

Introduction

The City of Tualatin (“City”) Parks & Recreation Department is seeking proposals to provide congregate senior meal program services at the Juanita Pohl Center. Services include menu planning, meal preparation, delivery, and on-site meal service, in compliance with the Older Americans Act (OAA), Oregon Nutrition Program Standards, and the contractual requirements of a funding Agreement between the City and Washington County.

The selected Contractor will support the City in delivering a high-quality congregate dining program that provides nutritious meals to older adults while also supporting social engagement and community connection.

The intent of this Request for Proposals (RFP) is to identify a Proposer with the experience, capacity, and resources to successfully operate an ongoing congregate meal program. Key evaluation factors will include demonstrated experience with senior nutrition programs, ability to meet regulatory and reporting requirements, operational approach, and overall program quality.

The City will select the Proposer that provides the best overall value, considering qualifications, program approach, and cost.

Project Term

The initial contract term is anticipated to be one (1) year, with the option, at the City’s sole discretion, to renew for up to five (5) additional one-year terms. Contract start date is anticipated to be July 1, 2026. All dates are subject to change.

Project Location

Juanita Pohl Center
8513 SW Tualatin Road
Tualatin, OR 97062

Point of Contact

The point of contact for the City for all process and contract questions as well as protests is:

Richard Contreras, Procurement & Contracts Administrator
18880 SW Martinazzi Ave., Tualatin, OR 97062
Phone: (503) 691-3080
E-mail: rcontreras@tualatin.gov

Anticipated RFP Schedule

The City anticipates the following general timeline for this RFP. The schedule may be changed as needed.

Issuance of RFP documents	May 8, 2026
Deadline to Request Clarifications	May 20, 2026 at 2:00 PM (local time)
Deadline for Proposal Submission	May 29, 2026 at 2:00 PM (local time)
Notice of Intent to Award	June of 2026 (estimated)
Contract Award	July of 2026 (estimated)

Submission of Proposals

Each proposer shall submit an electronic copy of their complete proposal via the BidLocker platform at <https://bidlocker.us/a/tualatinoregon> by May 29, 2026, at 2:00 pm (local time).

Proposals received after the specified date and time will not be given consideration. It is the Proposer's responsibility to ensure that proposals are submitted prior to the stated closing time. No method of delivery other than through the BidLocker platform will be allowed. Proposals may not be submitted via a link to a file-sharing site.

Proposal Receipt and Opening Procedures

Proposals will not be publicly read aloud. After the proposal submission deadline, the City will record the names of proposers that submitted proposals and will post a list of proposers received on the City's BidLocker portal. Proposal contents, including pricing, will remain confidential until disclosure is required or permitted under Oregon public records law.

Request for Proposal Documents

All solicitation documents may be viewed or printed from the City of Tualatin's online bid website at <https://bidlocker.us/a/tualatinoregon> after creating an account and logging in. Please contact the Point of Contact with any technical questions regarding the BidLocker portal.

Addenda and Clarification Questions

Register on the City's BidLocker portal as a plan holder to receive addenda notifications. Proposers are responsible for checking the City's BidLocker portal for all addenda prior to submitting a proposal. Proposers will be held responsible for all addenda/changes to the documents and may be considered non-responsive if the submitted proposal does not reflect those addenda/changes.

Interested proposers may contact Richard Contreras at (503) 691-3080 or rcontreras@tualatin.gov until 2:00 p.m. (local time) on May 20, 2026, with questions regarding this RFP. Responses to questions and any necessary clarifications or modifications to this RFP will be issued by addendum and posted on the BidLocker portal no later than 2:00 p.m. (local time) on May 26, 2026.

Published

The City published the RFP on May 8, 2026 in the *Daily Journal of Commerce* and on the City's online bid website at <https://bidlocker.us/a/tualatinoregon>.

Protests

Any protest or objection related to this RFP must be submitted in writing to the Point of Contact identified in this RFP. Protests of the solicitation, including but not limited to the specifications, scope of work, or evaluation criteria, must be received no later than seven (7) calendar days following issuance of the RFP. Protests of the award must be received no later than seven (7) calendar days following issuance of the notice of intent to award.

Rejection of Proposals

The City of Tualatin may reject any proposal not in compliance with all prescribed public proposal procedures and requirements and may reject any or all proposals in accordance with 137-047-0640 & 650.

Withdrawal of Proposals

Proposals may not be modified after the proposal deadline, except as otherwise permitted in this RFP. A proposer may withdraw its Proposal at any time prior to the closing deadline through the BidLocker portal. Withdrawal of a Proposal does not preclude the proposer from submitting a new Proposal, provided the deadline for receipt of Proposals has not passed.

Duration of Proposals

Unless otherwise specified, proposals must remain valid for at least 60 days. Proposals must be signed by an official authorized to bind the proposer.

Public Record

All proposals submitted are the property of the City of Tualatin and are public records. All documents received by the City are subject to public disclosure after the City selects a Proposer. Information deemed by the proposer as exempt under Oregon's public records law should be clearly marked by the proposer as "Confidential". Marked pages should be placed in a group separate from the remainder of the proposal. The City will make an independent determination regarding exemptions applicable to information that has been properly marked and segregated.

Incurring Costs

The City of Tualatin is not liable for any cost incurred by proposers prior to issuance of a Contract.

Award and contract execution are contingent upon execution of a funding agreement between the City and Washington County and the availability of funds. The City reserves the right to cancel this procurement or not execute a contract if funding is not awarded, appropriated, or otherwise made available.

Terms and Conditions

All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Tualatin Municipal Code.

The City of Tualatin reserves the right to:

1. Seek clarifications of each proposal.
2. Reject any or all proposals not in compliance with public bidding procedures.
3. Postpone award of the contract for a period not to exceed 60 days from the date of proposal opening.
4. Waive informalities in the proposals.
5. Select the proposal which appears to be in the best interest of the City.
6. Negotiate with the highest-ranking proposer to obtain agreement on:
 - a. Contractor's performance obligations and performance schedule
 - b. Compensation to the Contractor for services outlined in the Scope of Work

Federal Funding and Program Requirements

This procurement is expected to be funded in whole or in part through Washington County and may include federal Older Americans Act funds. Any resulting contract will require compliance with applicable federal, state, County, and program requirements associated with that funding.

The selected Contractor will be required to comply with applicable requirements incorporated into the City's agreement with Washington County and any resulting City contract, including but not limited to requirements related to nutrition standards, eligible services, reporting, recordkeeping, audit access, nondiscrimination, civil rights, confidentiality, and monitoring. Please see the following link for Washington County Health requirements: <https://www.washingtoncountyor.gov/environmental-health/restaurants-catering-and-bbs>.

The selected Contractor may be required to provide a Unique Entity Identifier (UEI), certify that it is not suspended or debarred from receiving federal funds, and complete any other certifications or registrations required by the City's funding agreement with Washington County or applicable federal requirements.

The City will include applicable federal funding and program compliance terms in the final contract. Proposers should review the exhibits to this RFP and identify any exceptions in their proposal.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

- The Proposer has reviewed the RFP, including all attachments and addenda, and understands the requirements.
- The Proposal is based on the RFP requirements, except as clearly noted in the Proposal.
- The Proposer is able and willing to perform the services described in the Scope of Work.
- The Proposer accepts the terms of the City's Personal Services Agreement (Exhibit A), including insurance requirements, unless specific exceptions are identified in the Proposal.
- The Proposer is familiar with the conditions under which the services will be performed.
- The Proposer has the necessary experience and qualifications to perform the services.
- The Proposal is submitted without conflict of interest and in compliance with applicable laws.

Section 2 - Scope of Services

The Contractor shall develop, plan, prepare, deliver, and support congregate meal service for older adults, typically age 55+, at the Juanita Pohl Center, located at 8513 SW Tualatin Road, Tualatin, OR 97062. Meal service is anticipated to occur two to three days per week, with an average of 40 meals served per day, and shall meet the nutritional needs of older adults in alignment with all Older Americans Act and State Nutrition Program Standards.

1. Menu Development and Planning

The Contractor shall develop nutritious and appealing menus for congregate meal service.

- Menus should:
 - Rotate regularly (no repeat menu items within a two-week period).
 - Reflect seasonal ingredients
 - Include a protein, vegetable, whole grain or starch, dessert or fruit
 - Include culturally appropriate options when possible
- Recommended protein variety
 - 4-5 different protein options in rotation per month
 - Rotate across categories:
 - Poultry (chicken, turkey)
 - Fish (baked or grilled, not heavily fried)
 - Beef or pork
 - Plant-based (beans, lentils, tofu)
 - Eggs (occasionally, like frittatas, quiche)
- Create special holiday meals for Valentine's Day, St. Patrick's Day, July 4th BBQ, Halloween, Thanksgiving, and Christmas.
- Submit four weeks of menu items two months in advance for City approval and nutritional analysis by a third party registered dietitian. Ensure that all meals comply with all Older Americans Act and State Nutrition Program Standards.
- Work in conjunction with the City of Tualatin to:
 - Adhere to all local, state, and federal health regulations & food safety guidelines
 - Maintain proper licensing and certifications
 - Follow all safety rules and procedures for work areas
 - Adjust meal options as needed to meet nutrition guidelines
- Maintain cooperative working relationships with City staff and the general public.

2. Meal Service Schedule and Coordination

The current service days are every Tuesday and Friday through December 2026. Beginning in January 2027, meal service days will increase to include Thursdays, except City-recognized holidays. The City may modify the days of service with reasonable notice.

Meal service is expected to occur from 12:00 p.m. to 1:00 p.m. The Contractor shall arrive between 11:00 a.m. and 11:20 a.m. on each service day and shall have meals plated and ready for service by noon.

The City will email the final meal count for the following week to the Contractor no later than 3:00 p.m. each Friday, unless another schedule is approved by the City.

The Contractor shall work in conjunction with the City of Tualatin to adjust meal options as needed to meet nutrition guidelines and program needs.

3. Food Preparation, Delivery, and Service Requirements

The Contractor shall prepare all meals off-site and deliver them hot or at proper holding temperatures, as applicable.

The Contractor shall supply its own food pans, bowls, and serving utensils, and shall otherwise rely only on City-furnished dishes, silverware, napkins, to-go containers, and other approved City equipment for service.

The City will allow the Contractor to use designated kitchen and dining room space and designated equipment at the Juanita Pohl Center for plating and serving senior lunches. Kitchen facilities are generally available from 11:00 a.m. to 2:30 p.m., and dining room facilities are generally available from 10:00 a.m. to 1:30 p.m., subject to modification by the City.

The City will provide and maintain designated equipment, including a steamer with three trays, a stand-alone steamer, and front-of-house items not otherwise supplied by the Contractor.

The City will supply volunteers at each meal service to distribute plated meals to participants and bus tables afterward.

The City will make adequate parking available as needed for the Contractor to perform the required services.

4. Health, Safety, Licensing, and Regulatory Compliance

The Contractor shall:

- Adhere to all local, state, and federal health regulations and food safety guidelines.
- Maintain proper licensing and certifications.
- Follow all safety rules and procedures for work areas.
- Obtain and keep current every license, permit, and food-handler certification required by state or county health authorities for off-site preparation, delivery, and on-site service of meals.
- Post or make required documents available at the Juanita Pohl Center as required by law and furnish copies to the City upon request.

5. Facility Use, Cleanup, and Operational Responsibilities

The Contractor shall clean all food-preparation surfaces, equipment used during meal service, and any spills or messes created during meal service, leaving those areas in sanitary condition.

All other janitorial work shall remain the City's responsibility.

The Contractor shall not make repairs or alterations to the facility without the City's advance written consent.

The Contractor shall adhere to City policies and procedures regarding operation of the Juanita Pohl Center facility and program.

The Contractor shall coordinate with the City regarding any media statement concerning the Juanita Pohl Center or the meal program before publication, including inclement weather announcements.

The Contractor shall collaborate with the City to relocate the senior meal program during any required maintenance-related closures.

6. Program Access and Non-Discrimination

The Contractor shall make all meals available without regard to race, color, religion, national origin, sex, age, marital status, domestic partnership, mental or physical disability, familial status, sexual orientation, gender identity, or source of income.

7. Changes in Operations and Equipment Responsibility

The Contractor and City shall provide thirty days' advance notice when changes in the mode of operation are necessary, unless a shorter period is approved by the City.

Replacement or repair of City kitchen equipment shall be the City's responsibility, unless the equipment is damaged by the Contractor through improper use. In that instance, the Contractor shall be responsible for replacement or repair.

Section 3 - Proposal Evaluation & Selection

Evaluation and Scoring

The criteria below will be used to evaluate proposals and select the Proposer with whom the City will enter into contract negotiations. The City reserves the right to select the proposal that represents the best overall value and is most advantageous to the City.

Technical Proposal Content

Proposals should include the information described below. The City encourages clear, concise responses that directly address each criterion.

A. Introductory Letter (Pass/Fail)

Provide a signed introductory letter that includes the Proposer's name, address, and primary contact information. The letter shall be signed by a person authorized to bind the Proposer and shall state whether the Proposer accepts the terms and conditions of the RFP and the sample Personal Services Agreement, or identify any requested exceptions.

B. Program Approach, Operations & Service Delivery (40 points)

Describe your overall approach to delivering congregate senior meal program services, including both program design and day-to-day operations. At a minimum, address the following:

1. Menu planning and how meals will meet Older Americans Act (OAA) and Oregon Nutrition Program Standards (Exhibit B), with a focus on Menu Planning and Dietary Guidelines for Congregate Meals and Appendix A of the standards.

2. Meal preparation, delivery, and on-site service model
3. Staffing structure and roles necessary to operate the program
4. Food safety practices and procedures to ensure compliance with applicable regulations
5. Strategies to ensure meal quality, consistency, and participant satisfaction
6. Contingency planning to maintain uninterrupted service
7. Approach to coordination and communication with City staff

C. Experience & Qualifications (20 points)

Describe your organization's experience and capacity to perform the services, including:

- Experience providing congregate meals, senior nutrition programs, or similar services
- Qualifications of key staff and organizational structure
- Relevant experience of any subcontractors or partners, if applicable

Provide at least two (2) references for similar services, including organization name, contact person, and contact information. Briefly describe the services provided and your role.

D. Compliance & Program Administration (10 points)

Describe your ability to meet program and regulatory requirements, including:

- Nutrition compliance
- Data collection, reporting, and recordkeeping
- Administrative systems to ensure ongoing compliance with federal, state, and local requirements

Technical Proposal Format and Appendices

Technical proposals should be clear, concise, and organized in a manner that allows for efficient review. Proposals should be formatted for standard 8.5" x 11" pages.

The main technical proposal shall not exceed 5 pages, excluding appendices.

Appendices shall not exceed 10 pages and may include supporting materials such as resumes of key staff, references, sample menus, and other documentation directly relevant to the proposal.

The City may disregard materials that exceed the page limits or that are not directly responsive to the requirements of this RFP.

Pricing Proposal Content

Pricing Proposal (30 points)

Proposers shall submit a pricing proposal with their response. The pricing proposal shall clearly identify the proposed pricing structure for the services described in this RFP.

The pricing proposal should include:

- Proposed cost per meal
- Whether administrative or program support costs are included in the per-meal rate or proposed separately
- Any proposed administrative or program support costs, if not included in the per-meal rate
- Any one-time start-up costs, if applicable
- Any proposed annual price adjustment or escalation for renewal terms

- Any assumptions or exclusions that affect the proposed pricing, including minimum meal quantities, service frequency, delivery assumptions, or special meal pricing

Pricing shall include all costs necessary to provide the services described in this RFP, unless specifically identified as excluded.

Negotiations with Top-Ranked Proposer

Following evaluation of proposals, the City intends to enter into contract negotiations with the highest-ranked Proposer. Negotiations may include scope of services, pricing, schedule, and contract terms.

If the City is unable to reach agreement with the highest-ranked Proposer, the City may terminate negotiations and proceed to negotiate with the next highest-ranked Proposer. This process may continue until an agreement is reached or the City elects to cancel or re-solicit the procurement.

Section 4 - Exhibits

- Exhibit A: Sample Personal Services Agreement
- Exhibit B: Oregon Nutrition Program Standards
 - For purposes of this RFP, proposers should focus on the “Menu Planning and Dietary Guidelines for Congregate Meals” section and Appendix A.



*Personal Services Agreement
Congregate Senior Meal Program Services*

THIS AGREEMENT is entered into by and between the CITY OF TUALATIN, a municipality organized under ORS 221.110 to 221.230 ("City"), and _____ ("Contractor"), collectively, "The Parties."

Section 1 - Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence:

- (i) This Agreement;
- (ii) The attached Statement of Work (Attachment 1);
- (iii) The City's Request for Proposals (Attachment 2); and
- (iv) Contractor's Proposal (Attachment 3).

To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

Section 2. Work. Contractor shall complete all Work that is generally described in the Statement of Work (Attachment 1). Contractor shall be solely responsible for all Work under this Agreement, including all applicable services, labor, materials and supplies, documents, and other requirements to complete the Work, whether produced by Contractor or any of Contractor's subcontractors, except for those items identified as the responsibility of the City.

Section 3. Effective Date; Term; Renewal.

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates on ___, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond six (6) years.

Section 4. Standard of Care. Contractor shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Contractor is in an industry that requires a license to perform the work, Contractor will perform all work in compliance with applicable licensing standards.

Section 5. Independent Contractor; No Conflicts of Interest; Responsibility for Taxes and Withholding.

- A. Independent Contractor.** Contractor will perform all Work as an independent contractor. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. No Conflicts of Interest.** Contractor certifies that to the best of Contractor's knowledge and belief, no elected official or employee of the City, or person whose salary is payable in whole or part by the City, has a direct or indirect financial interest in this Agreement, or in the services to which it relates, or in any of the profits thereof, other than as disclosed by Contractor as applicable.
- C. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- D. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or

EXHIBIT A

payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.

Section 6. Subcontracting. Contractor's services are unique and as such, it will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent, except for those subcontracts expressly identified in the Statement of Work.

Section 7. Agreement Price. City agrees to pay Contractor the not to exceed price of _____, which is inclusive of all hours necessary to complete the Work. Contractor understands and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 8. Payment Process.

- A. Invoices.** Contractor must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the specific Work or portions of the Work performed.
- B. Reimbursable Expenses and Travel.** City's Payment for reimbursable expenses is limited to those reimbursable expenses, if any, set forth on Attachment 1, which are actually incurred by Contractor and itemized on Contractor's invoice for services. Travel-related costs, including time spent traveling to and from the Contractor's regular place of business, residence, or other non-City location, are not reimbursable unless set forth on Attachment 1 or expressly authorized in advance by the City.
- C. Payment for Services.** City will pay Contractor for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 9. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail, or email.

- A. Notice by Personal Delivery.** Any notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Contractor or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (5) days after mailing.
- C. Notice by Email.** Any notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

- 1. **City's Project Manager**
Name, Title, Address, Phone, Email
- 2. **Contractor's Project Manager**
Name, Title, Address, Phone, Email

Section 10. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Contractor and cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

EXHIBIT A

Section 11. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 12. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 14. Merger Clause; Waiver. This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

Section 15. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 16. Records Maintenance; Access. Contractor must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

Section 17. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 18. Nondiscrimination; Compliance with Applicable Law. Contractor agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Contractor must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

Section 19. Public Contracting Requirements. Contractor must comply with provisions of ORS 279A.110; ORS 279B.045, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Contractor's compliance.

Section 20. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 21. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 22. Use of Recycled Products. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

EXHIBIT A

Section 23. Force Majeure. Neither City nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Contractor, respectively.

Section 24. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 25. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 26. Indemnification. Contractor must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the negligent activities of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

Section 27. Insurance. Contractor must provide City with evidence of the following insurance coverages prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis." Contractor must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Contractor to proceed with work; pay an insurance carrier (either Contractor's or a substitute) the premium amount and withhold the amount from payment to Contractor; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$500,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or of any of its employers, agents, or subcontractors, with \$500,000 per occurrence and \$500,000 in the aggregate.
- C. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- D. Workers Compensation.** Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 28. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice. If the City, in its reasonable discretion, determines that the default is of a nature that cannot be cured (including but not limited to instances of irreparable harm to City, fraud, criminal conduct, or violation of local, state or federal law), the City may immediately terminate the Agreement pursuant to Section 28(E)(iv). City shall specify the basis on which the agreement is being terminated, including a description of the breach.
- B. City's Remedies for Contractor's Default.** In the event Contractor is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity; including, but not limited to:

- (i) Termination of this Agreement;

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- (ii) Withholding all monies due for Work and Work Products that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
- (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor is entitled to the same remedies as if this Agreement was terminated.

C. Default by City. City is in default under this Agreement if:

- (i) City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

D. Contractor's Remedies for City's Default. In the event City terminates the Agreement, or in the event City is in default and whether or not Contractor elects to exercise its right to terminate the Agreement, Contractor's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor must pay immediately any excess to City upon written demand provided.

E. Termination by City. At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Contractor;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) City may terminate this Agreement immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified

EXHIBIT A

or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor may specify in such notice.

- G. Return of Property upon Termination.** Upon termination of this Agreement for any reason whatsoever, Contractor must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
- H. City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Contractor's breach without the requirement that City first terminate this Agreement.

Section 29. Dispute Resolution.

- A. Process.** If Contractor disagrees with a decision of the City under this Agreement, Contractor must provide written notice to the City's Project Manager of Contractor's disagreement, and include all relevant information and exhibits, within thirty (30) days of Contractor's knowledge of the decision to which Contractor disagrees. The City's Project manager will review the information and meet with Contractor to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Contractor are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Contractor's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 30. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 31. Confidentiality and Protection of Personal Information. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Contractor agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

Section 32. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 33. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

EXHIBIT A

Section 34. Authority to Bind. City and Contractor each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them.

CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED ON _____.

By:

City of Tualatin
By:

Date

Date



Oregon Congregate and Home-Delivered Nutrition Program Standards

Older Americans Act and Oregon Project Independence

February 2026

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Program Overview and Purpose

The purpose of the Older Americans Act (OAA) Nutrition program is:

- To reduce hunger and food insecurity
- To promote socialization of older individuals; and
- To promote the health and well-being of older individuals by assisting such individuals to gain 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. **(OAA Sec. 330)**

The objectives of the OAA nutrition program are to provide an opportunity for older individuals to live their years in dignity by providing healthy, appealing meals; promoting health and preventing disease; reducing malnutrition risk and improving nutritional status; reducing social isolation and increasing social interaction; linking older adults to community-based services; and providing an opportunity for meaningful community involvement.

The Oregon older adult nutrition program is designed to support independent living of older Oregonians. Oregon Department of Human Services (ODHS), Aging and People with Disabilities (APD) receives OAA funding from the federal Administration for Community Living.

Oregon Congregate and Home-Delivered Nutrition Program Standards

These OAA funds are distributed to Oregon's Area Agencies on Aging (AAA) using a funding formula that is based on the older adult population, as well as the minority and low-income older adult population, in each area.

Nutrition services are not intended to reach every eligible individual in the community. Services should be targeted to those in greatest social and economic need with particular attention to:

- Low-income individuals,
- Minority individuals,
- Older individuals in rural communities,
- Older individuals with limited English proficiency, and
- Older individuals at risk of institutional care. **OAA Sec. 306(a)(1))**

OAA nutrition services do not allow for means-testing, and the OAA has no citizenship or residency requirements.

Nutrition Program Services and Eligibility

Congregate meals (Title III, Subpart CI)

Congregate meals can be offered in a variety of settings, including nutrition sites, senior centers/community centers, churches, schools, adult care facilities, multigenerational meal sites, or some other congregate setting under the supervision of a nutrition project. The OAA allows meals to be served other than at lunch; AAAs have flexibility in offering breakfast or an evening meal. **(ACL guidance)**

The congregate setting is designed to provide a welcoming and pleasant atmosphere where people aged 60 and older, and their spouses, can gather for a meal. Older adults can enjoy meeting new people, form friendships, and gain support by coming together for meals on a regular basis. The balanced meal and the social contact provide a positive motivation for self-care for seniors who often eat poorly on their own and can become lonely and depressed in

Oregon Congregate and Home-Delivered Nutrition Program Standards

isolation. Congregate sites offer nutrition education and access to other aging services and information. The nutrition program is more than just a meal—its purpose is to nourish the whole person.

Eligibility for Congregate Meals

1. Individuals who are 60 years of age or older, and their spouses, regardless of age.
2. Individuals with disabilities regardless of age who reside with and accompany older individuals who are eligible under the OAA.
3. Congregate meals may also be made available to disabled persons under 60 years of age who reside in housing facilities where congregate meals are served, and which are primarily occupied by persons aged 60 and older. (OAA Sec. 339(2)(I))
4. In addition, AAAs have the authority to establish procedures that allow the option to offer a meal, on the same basis as meals provided to participating older individuals, to volunteers, regardless of age, who provide volunteer services during meal hours. **(OAA Sec 339(2)(H))**

Home-delivered meals (Title III, Subpart CII)

Meals that are delivered to homebound clients are critical to maintaining independence and allowing clients to remain in their own homes. 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. **(ACL website)**

Individuals who receive home-delivered meals tend to have more health problems than congregate participants do and may have become homebound because of increasing age or short- or long-term health problems. Programs can provide nutritional support through the delivery of one or more meals per day. The regular in-person contact through delivery of meals, nutrition education, and connections to other AAA and community services can provide added care and support to high-risk individuals.

Eligibility for Home-Delivered Meals

Oregon Congregate and Home-Delivered Nutrition Program Standards

1. Individuals who are 60 years of age or older and homebound* by reason of injury, illness, or an incapacitating disability or be otherwise isolated, or
2. The spouse or disabled dependent child of any age who resides with a senior who is eligible under these criteria, if it is in the best interest of the homebound client **(45CFR 1321.69)**, or
3. Individuals who are 60 years of age or older, and
 - a) Physically or mentally predominately unable to shop for or safely prepare meals to meet minimal nutrition requirements, or
 - b) Have an inadequate support system for food shopping or meal preparation, or
 - c) Are unable to tolerate a group situation due to physical or mental disability or substance abuse.
4. AAAs may also choose to make home-delivered meals available to individuals with disabilities under 60 years of age who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided. **(OAA Sec. 339 (I))**

In addition, home-delivered meal participants must meet the following criteria:

1. Willing to eat the meal within a reasonable time, such as within 30 minutes of delivery, or refrigerated on arrival and eaten within 48 hours or discarded after 48 hours of refrigeration; and
2. Approved for eligibility by the AAA or the OPI service provider (see Part III F. Home-Delivered Meal Assessments below); and
3. Live within the service area boundaries designated by the AAA or OPI service provider; or
4. Live outside the service area boundaries and can plan to have a meal picked up and delivered to the eligible client's home.

Oregon Congregate and Home-Delivered Nutrition Program Standards

*Homebound means that leaving home is a major effect, leaving home unassisted is not normally possible, and when leaving home, it must be to get medical care, or for infrequent non-medical reasons such as trip to get a haircut, or to attend religious service or adult day care <http://www.aspe.hhs.gov/daltcp/reports/OASISfr.htm>

Nutrition education

The Older Americans Act requires that states ensure nutrition programs “provide for nutrition screening and nutrition education, and nutrition assessment and counseling if appropriate.”

(OAA Sec. 339(2)(J)) Nutrition education is intended to “promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting, overseen by a dietitian or individual of comparable experience.”

(NAPIS Reporting Requirements)

Nutrition education must be provided regularly to all OAA Nutrition Program participants.

- Each congregate meal nutrition site shall provide nutrition education at least quarterly.
- Home delivered meals shall provide nutrition education a minimum of one time per year. Nutrition education is required at the first nutrition risk assessment. Subsequent yearly nutrition education topics may be determined by local nutrition service providers.

Nutrition education must go beyond providing information alone. Distributing newsletters or brochures that contain nutrition information from a trusted source does not constitute nutrition education unless the information is accompanied by some form of instruction to a group or individual. Instruction is defined as imparting knowledge or information.

- In a congregate setting, this may include reviewing main concepts of nutrition education materials prior to the meal.
- In a home setting, this may include reviewing educational materials that relate to the annual nutrition risk assessment or other relevant nutrition education topics.

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Nutrition education topics will be based on the needs of the participants and should be culturally appropriate. Teaching methods and instructional materials must accommodate the older adult learners, i.e. large print handouts, interactive demonstrations. Examples of nutrition education activities include presentations, cooking classes or food preparation demonstrations, food tasting sessions, gardening, physical activity programs, or discussion of community resources that can support participants' health and nutrition.

The Community Services and Supports Nutrition webpage has materials approved for use by nutrition programs. Approved materials for nutrition education can also be obtained from federal agencies including the Administration for Community Living, Centers for Disease Control and Prevention, National Institute on Aging, and US Department of Agriculture; or from Oregon State University Extension Service.

Nutrition counseling

Nutrition counseling is service which AAAs may provide, as appropriate, and based on the needs of meal recipients. **(OAA Sec. 331 (3))**

Nutrition counseling is the provision of "individualized guidance to individuals, who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to their caregivers." **(NAPIS Reporting Requirements)**

Nutrition counseling is performed by a Registered Dietitian or other health professional in accordance with state law and policy. It is an important component of a nutritional care program in which a Registered Dietitian gives professional guidance to an individual, working with the individual's medical provider as appropriate. The service includes:

1. Assessing current food habits, eating practices, and nutrition status.
2. Developing a written plan for appropriate nutrition intervention.
3. Reviewing and assisting the individual to implement the plan.
4. Planning follow-up care and evaluating progress toward nutrition goals.

Program Administration

Provision of nutrition services by AAAs

Per OAR 411-011-0000 and the Older Americans Act, no nutrition services will be directly provided by the State agency or an Area Agency on Aging, except where, in the judgment of the State agency, provision of such services by the State agency or an AAA is necessary to assure an adequate supply of such services, or where such services are directly related to such State agency or AAA administrative functions, or where such services can be provided more economically and with comparable quality, by such State agency or AAA. **(OAA Sec. 307(a)(8)(A))**

AAAs should have a system in place to periodically review options and request proposals to identify potential nutrition services providers that could meet the OAA and state requirements in providing nutrition services that best meet the needs of their service area.

Direct provision of nutrition services by the designated AAA must be approved by ODHS Aging and People with Disabilities, Community Services and Supports Unit.

Frequency of meals

Nutrition programs should provide meals 5 or more days per week in each county. **(OAA Sec. 331(1))**

- For congregate meals, this means providing at least one hot meal or other appropriate meal in a congregate setting at least once a day, five or more days per week
- For home-delivered meals, this means offering delivery of at least one meal a day, five or more days per week. Regular (non-emergency) home-delivered meals may be hot, cold, or frozen. If the nutrition provider chooses, it is acceptable to provide a combination of two or three meals, including breakfast, lunch, and/or dinner, to participants receiving home-delivered meals. Nutrition providers are also encouraged to offer weekend meals, which could be hot, cold or frozen meals.

Oregon Congregate and Home-Delivered Nutrition Program Standards

In rural* areas where the frequency of serving or delivery of meals five or more days per week is not feasible, AAAs must request approval from the State agency of a lesser frequency of meal service. **(OAA Sec. 331(1))**

This written request should be included in the Area Plan. When requests are submitted as part of the Area Plan or as part of an Area Plan Amendment, approval of the Area Plan will constitute approval of the request. However, a AAA can also submit the request when a nutrition program decides to change meal service frequency from five days a week to a lesser frequency in any given county, using the [Nutrition Approval – Request to Provide Reduced Meals](#) form.

*Rural is defined by the Administration on Aging as “any area that is not defined as urban. Urban areas comprise (1) urbanized areas (a central place and its adjacent densely settled territories with a combined minimum population of 50,000) and (2) an incorporated place or a census designated place with 20,000 or more inhabitants.”

Required policies and procedures

The OAA requires assurance of fiscal control and fund accounting procedures to ensure proper disbursement of, and accounting for, federal funds paid to contract or grant recipients. **(OAA Sec. 307(a)(7)(A))**

1. AAA should have a process for monitoring the program budget and adjusting, as needed
2. AAA should have a procedure for reconciling meal counts and sub-contractor invoices to ensure accuracy
3. AAA or nutrition provider should have a system in place that reduces the risk of fraud or mishandling of contribution/donations.

Nutrition programs must develop, implement, and annually update an operating policy manual containing, at minimum, the following information:

Oregon Congregate and Home-Delivered Nutrition Program Standards

1. Fiscal management
2. Food service management
3. Safety and sanitation
4. Staff responsibilities
5. Emergency/disaster plan

AAAs that contract with community partners to provide nutrition services should develop a written agreement or contract with each outside agency or organization which addresses issues including:

1. Responsibilities and obligations of each party, including compliance with nutrition program and reporting standards,
2. Costs and payments, if any, to be paid or incurred by either party,
3. Days and hours the congregate nutrition site will operate, or days meals will be delivered for HDMs.

AAAs are required to participate in monitoring by APD and are encouraged to develop systems for regular monitoring of their nutrition program. Monitoring and quality assurance may include ensuring that Nutrition program standards are being met, and review of program data and nutrition risk information to assess whether nutrition services are reaching targeted populations as determined by the AAA.

Congregate meal location and site management

Site location

The location for the congregate meal program is vital to its success. To create a gathering place that offers opportunities for good nutritious meals and social interaction, an ideal facility will:

Oregon Congregate and Home-Delivered Nutrition Program Standards

Be conveniently located to the target population. The OAA requires that meals be provided in locations as close as possible to where most eligible older individuals live. **(OAA Sec.**

339(1)(D))

- Have convenient, accessible and affordable transportation.
- Be in a safe, well-lit, well-maintained location.
- Be easily visible and open to the public.
- Have adequate space to support programming.
- Have clear, inviting and culturally appropriate exterior and interior signage.

The meal site should create an atmosphere that is pleasant and inviting, as well as conducive to the needs of the older population. This environment should include:

- A welcoming ambience that plays down institutionalization.
- Adequate lighting.
- Acoustics that support individual and group conversations.
- Accessible restroom locations.
- Kitchens that support high quality and safe meal service.
- Furnishings that are functional, comfortable, safe and appropriate.

ADA requirements

Each congregate meal site must meet the requirements of the Americans with Disabilities Act for accessibility to public programs. (DHS Policy DHS-010-005) Nutrition sites are encouraged to use an ADA checklist to assess for accessibility (copy on APD website), and should ensure that sites:

- Are free from structural barriers that limit the participation of people with disabilities,

Oregon Congregate and Home-Delivered Nutrition Program Standards

- Have equipment, including tables and chairs that are sturdy and appropriate for older persons, and adequate aisle space to easily accommodate movement by persons with canes, walkers, and wheelchairs.
- Make special provisions as necessary for the service of meals to persons with disabilities.

Site management

Site management is important to the success of a comprehensive, safe and vital meal program. Guidelines for a successful program should include:

1. **Staffing:** Knowledgeable of the aging network system and services, sensitive to aging issues and competent in food service management.
2. **Nutrition and meal services:** Provide safe and appetizing meals that meet OAA requirements; meals that adapt to the client satisfaction; opportunities for nutrition education.
3. **Programming:** Provide interactions that meet client interests and needs.
4. **Services referral:** Help clients become familiar with community resources.
5. **Outreach to the community:** Create public awareness of program and services.
6. **Volunteer opportunities:** Provide a volunteer program that cultivates purposeful and responsible involvement.
7. **Administrative:** Provide consistent and accurate required reporting, monitoring of budget and fund-raising activities, and other duties as needed.

Nutrition program reporting requirements

As the federally designated State Unit on Aging, APD's Community Services and Supports Unit is required to submit aggregate OAA client information annually to the National Aging Program Information System (NAPIS) in the federal State Program Performance Report (SPR). Nutrition programs must collect and report the information required by APD and the Older Americans Act in GetCare.

Oregon Congregate and Home-Delivered Nutrition Program Standards

1. **NAPIS information** must be collected and updated annually for each congregate and home-delivered meal participant. For home-delivered meal participants, the Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) information must also be collected initially and updated annually. NAPIS data for new nutrition participants should be reported to the Area Agency on Aging monthly for data entry to GetCare, unless there is another agreement between the AAA and nutrition provider to submit this information using an alternative method. The NAPIS intake form is available on the [Resources for Area Agencies on Aging page](#) on the [ODHS website](#).
2. The **OAA Nutrition Risk** screening must be completed at the time of intake and at annual update for each congregate and home-delivered meal participant. AAAs should develop appropriate policies or procedures for review of the [nutrition-screening checklist](#) and for making appropriate referrals if participants score at a high nutrition risk.

While clients who decline to provide NAPIS or nutrition risk screening information may not be denied service, nutrition providers should make every effort to obtain the required NAPIS and Nutrition Risk data from each congregate and home-delivered meal participant. In order to reduce potential barriers for new participants at congregate sites, nutrition programs may allow new congregate participants to eat 1-2 meals as a guest but should request that participants complete the NAPIS and risk screening information no later than their 3rd visit.

Nutrition programs should work with staff and volunteers on ways to effectively explain and encourage completion of requested information, consider providing posted or written information, clearly explain why and how the information is used, and develop systems to facilitate annual updating of information by participants.

Service Units for NAPIS reporting in GetCare

While OPI and Medicaid HDMs will continue to be recorded in Oregon ACCESS, OAA-funded nutrition services must be reported in GetCare. The following list includes service reporting

Oregon Congregate and Home-Delivered Nutrition Program Standards

units and service definitions related to nutrition programs developed by the Administration for Community Living. **(SPR: Appendix A: Data Element Definitions; 7/2/2020)**

Congregate meal. Service unit is one meal. (Registered service)

A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws. Meals provided to individual through means-tested programs may be included.

Home-delivered meal – Service unit is one meal. (Registered service)

A meal provided to a qualified individual in his/her place of residence. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws. Meals provided to individual through means-tested programs may be included.

Nutrition Education - Service unit is a Session, typically 15 minutes to 1 hour. (Non-registered service for group sessions)

A targeted program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.

Nutrition Counseling – Service unit is an hour; a partial hour may be reported to two decimal places, e.g. 0.25 hours. (Registered service)

A standardized service as defined by the Academy of Nutrition and Dietetics and that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.

Oregon Congregate and Home-Delivered Nutrition Program Standards

Health Promotion: Non-Evidence-Based – Service unit is one session.

Initial home-delivered meal assessments and reassessments, including nutrition risk screening, should be reported as a Health Promotion: Non-Evidence-Based service. ACL's definition of this service includes the following: (A) health risk assessments; (B) routine health screening; (C) nutritional counseling and educational services for individuals and their primary caregivers.

Narration to document services provided

Any conversation or contact beyond regular service delivery or assessment should be narrated in GetCare to substantiate nutrition services provided. For further information on narration in GetCare, see the **Community Services and Supports Unit Narration Standards for GetCare** in the GetCare Help Library.

The following documentation of nutrition education or nutrition counseling (if provided) must be maintained three years:

- Date of presentation or other allowable nutrition education activity
- Topic discussed
- Number of eligible persons participating in nutrition education activity

For further information on NAPIS reporting, see [Oregon's State Performance Program Definitions](#).

Home-delivered meal assessments

To provide meals to a homebound older person, nutrition service providers must determine eligibility for home-delivered meals and any other appropriate services.

Initial assessment

1. The initial assessment should be conducted in person. This initial assessment should focus both on the individual's strengths and limitations. Other means of

Oregon Congregate and Home-Delivered Nutrition Program Standards

realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends and family, attending a congregate site and homemaking services should be explored. Other assistance, including other AAA or community services, may reduce the need for home-delivered meals and help determine the level of service priority.

2. The initial assessment/screening, including the required OAA NAPIS data, nutrition risk assessment, and ADL and IADL needs, shall be completed within the period designated by the AAA.
3. Complete the [Nutrition Screening Checklist](#) once per year for each participant.
4. Program applicants who are determined ineligible to receive home-delivered meals should be directed to the nearest congregate nutrition site, other appropriate food assistance programs, and/or other AAA or community services.
5. Conditions or circumstances that place the older person or the household at high risk of abuse, neglect or exploitation must be brought to the attention of appropriate officials (Adult Protective Services or law enforcement) for follow-up.

Reassessment

1. The purpose of reassessments is to determine if a participant's need for home-delivered meals still exists and at what level.
2. Participants who originally were determined to need meals for a few weeks, such as those recovering from surgery or illness, should be reassessed before the end of that service period to determine if their need for meals still exists. If the participant continues to need home-delivered meals, services should continue, and an appropriate reassessment schedule should be determined.
3. Participants receiving home-delivered meals that are expected to need the service for long periods should be reassessed at least every six months to a year, depending on the unique needs of the person receiving the service. Annual reviews

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must be performed in-person. Six-month reviews may be performed over the telephone if it is not feasible to meet the participant in-person.

4. If a participant is no longer eligible to receive home-delivered meals, the service provider should direct them to the nearest congregate nutrition site or to other appropriate food assistance services.

NSIP and reporting

The Nutrition Services Incentive Program (NSIP) administered by the Administration for Community Living provides grants to support congregate and home-delivered nutrition programs based on the number of meals that are served in the prior federal fiscal year. (**OAA Sec. 311**)

Eligibility for NSIP Funds

1. Meals eligible for NSIP funds must be served by a nutrition service provider that is under the jurisdiction, control, management and audit authority of the AAA. Any nutrition services provider receiving NSIP reimbursement must operate in compliance with all federal requirements, and state operating standards pertaining to the Congregate and Home-Delivered Meal Program.
2. Meals eligible for NSIP reimbursement are those meals served to eligible persons, as defined by the Older Americans Act or Oregon Project Independence (OPI), and that meet OAA and Oregon nutrition program requirements.
3. Meal counts include all OAA and OPI eligible meals, including those served to persons under age 60 where authorized by the OAA. NSIP Meals also include home-delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients (as well as their spouses of any age) or caregivers.
4. Meals paid with Title XIX or private reimbursement programs are not eligible for NSIP reimbursement.

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(NAPIS Reporting Requirements)

Use of NSIP funds

NSIP funds must be used to expand meal services and can only be used to purchase domestically produced foods of United States.

NSIP reimbursement may not be used to supplant funds previously earmarked for services for older individuals. NSIP funds cannot be used to cover meal transportation costs, staff salaries, location costs, etc. **(ACL guidance)**

Reimbursement of NSIP funds

The AAA must establish a systematic method for documenting the number of meals served to qualify for receipt of NSIP reimbursement.

Reimbursement from APD shall be disbursed as requested monthly by the AAA. The service provider must expend NSIP funds according to state guidelines, before using state or federal funds or program income.

Staff and volunteer training

Each nutrition program provider should develop written procedures for all components of meal services. Personnel and volunteers who assist with the congregate or home-delivered meal operations should be instructed in:

- Portion control (for congregate meals)
- FDA Food Code practices for sanitary handling of food
- Agency safety policies and procedures
- Protecting confidentiality and safeguarding collection of voluntary donations, and
- How to report concerns to appropriate staff for follow-up.

Regular training should be provided to reinforce safe food handling practices.

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- Food handler training should be completed by all nutrition program staff and is recommended for volunteers. Certification is available in each county, costs \$10, and is valid for three years.
- ServSafe training is recommended for meal site coordinators of nutrition sites where meal preparation occurs.

See [information on Oregon's Food Safety rules and available training](#). Persons handling food/food service must comply with the Food Protection Program, which adopted the 1999 FDA Food Code with Oregon Amendments, and with local public health code regulating food service establishments. **(OAR 333-150 through 333-160, and ORS 624.010 through 624.992)**

Criminal background checks

APD's contract with each AAA for OAA services, including nutrition services, requires that AAAs agree to utilize the Oregon Criminal History and Abuse Records Database System (ORCHARDS) to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.a195 through 181a.200 and ORS 443.004. Subject individuals required to complete ORCHARDS checks are employees of the AAA; volunteers of AAA; and employees and volunteers of AAA's subcontractors including nutrition programs who are 16 years of age or older.

Unless a new staff/volunteer discloses a criminal history within the past five years, an agency can hire or use the staff/volunteer immediately on a preliminary basis as soon as the background check has been submitted, if the individual is actively supervised (within line of sight and hearing). **(OAR 407-007-0315)**

The Background Check Unit has also clarified that volunteers for a special event do not have to complete a background check but must be actively supervised:

- Volunteers providing any care or services for a special event lasting no more than two weeks whose access to clients is no more than three days within the two-week period. These volunteers must always be actively supervised in accordance with

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OAR 407-007-0315 and have no unsupervised contact with clients. **(OAR 407-007-0210 (Definitions section) 8(b)(E))**

For frozen meals delivered by commercial carriers, all carriers (e.g. United States Postal Service) must pass criminal background checks sufficient to protect the well-being of the OAA and OPI clients. Each provider must ensure that all individuals who deliver meals have passed an acceptable background check as defined in OAR 407-007-0275.

Adult protective services mandatory reporting

Nutrition programs have direct contact with older adults and provide a critical role in helping to identify and report suspected abuse. Nutrition programs should ensure that all staff are trained in mandatory reporting requirements, and that both staff and volunteers have clear guidance on how to report concerns and suspected abuse. **(ORS 124.050 through 124.095 and OAR Chapter 411, Division 20).**

Outreach

As part of their Area Plan, AAAs identify community needs and develop goals for OAA services including nutrition, ensuring that services are targeted to those in greatest social and economic need.

Nutrition outreach is designed to ensure that the maximum number of eligible individuals in the program area can participate in nutrition services, with a focus on reaching older adults that the AAA has identified as being in greatest need. As the older adult population becomes more diverse, AAAs are encouraged to identify ways to adapt outreach and services to meet the needs and nutrition preferences of the older adults within the AAA service area.

Participant input

Each service provider should establish a means of soliciting participant input on appropriate matters relating to Congregate and Home-Delivered Nutrition Program services. Input should be used to assess service quality and satisfaction, and to identify any needed changes or

improvements. Information may be obtained through approaches such as focus groups, advisory councils, suggestion boxes, and surveys. Suggestions may also come from food production staff, site managers, home-delivered meal drivers, and other individuals knowledgeable about the needs of older individuals. **(OAA Sec. 339(2)(G))**

Role of advisory councils

While not required, AAAs are encouraged to establish a nutrition advisory council. The nutrition advisory council may be a sub-committee of an existing advisory council. The nutrition program may also set up a separate advisory council for home-delivered meals representation.

Suggested advisory council roles and responsibilities:

1. Make recommendations to the nutrition director regarding the food preference of participants
2. Make recommendations to the nutrition director and AAA regarding days and hours of meal site operations and site locations
3. Make recommendations to the nutrition director regarding ways to make nutrition services more welcoming, inclusive, and accessible to diverse populations, including older adults at greatest economic and social need
4. Conduct at a minimum, annual on-site review of each meal site to ensure program compliance
5. Advise and make recommendations to the nutrition director and AAA regarding supportive social services to be conducted at meal sites
6. Provide support and assistance to the ongoing development of the nutrition program
7. Represent and speak on behalf of nutrition participants and program; and

8. As a liaison group, act as a communication clearinghouse between the nutrition program and the public.

Guidelines on prayer at meal sites

The [Older Americans Act](#) does not forbid older adults from praying before a meal at a senior center or some other location that provides a meal with funding from the OAA. Where prayer is used at meal sites, nutrition programs should adopt policies that ensure that each individual participant has a free choice whether to pray either silently or audibly, and that the prayer is not sponsored, led or organized by persons administering the nutrition program or the meal site.

Waitlists

If funding is not adequate to serve all those requesting meals, AAAs should have a policy or procedure in place to address use of a waitlist for home-delivered and/or congregate nutrition services. The AAA should have a defined system to prioritize individuals on a waitlist, taking into consideration nutrition risk screening score, length of time on the waitlist, or other factors determined by the AAA.

Emergency plans

Nutrition programs must have written plans to address emergencies and disasters. Plans may be part of the AAA emergency plan or developed separately for each site. However, staff and volunteers must be familiar with the plan, and plans should at least address the following:

- Medical emergencies
- Site evacuation in case of fire or other disaster
- Inclement weather plans
- Emergency/unanticipated site closure procedures, including communication plans and back-up options for providing meals if a site must be closed for some period
- Emergency contacts

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Congregate meal participants should be advised to keep an emergency food shelf at home, in case of inclement weather that prevents travel to the congregate site or other such emergencies. For additional information, [visit the OSU Extension Family and Community Development website](#). For home-delivered meals, nutrition service providers should have a plan to ensure clients will receive meals during emergencies, weather-related conditions and natural disasters. Plans may include annual providing of “Blizzard meals” or shelf-stable emergency meal packages, use of four-wheel drive vehicles, and/or volunteer arrangements with other community resources.

Process for altering services or closing a meal site

Nutrition providers must notify APD of any prolonged changes in the meal production and delivery system. This might include a change from a hot to a frozen home delivered meal, or changing from a central kitchen to onsite cooking. This notification may be included in the Area Plan; however, it must be submitted when a nutrition project decides to change the meal delivery system.

When a meal site or home-delivered meal service supported by OAA funds is to be closed, the following procedure must be followed:

1. The AAA must identify ways to minimize the impact of the closure, with particular focus on those at greatest social and economic need, including low income and minority individuals, older individuals in rural communities, those with limited English proficiency, and those at risk of institutional care.
2. The AAA must notify APD in writing of the intent to close the meal site or home-delivered meal service in advance of notifying participants; providing a rationale for closing the service, and steps the AAA is taking to minimize the impact on populations at greatest social and economic need.
3. The program must notify participants at the meal site or home-delivered meal service to be closed of the intent to close the site at least 30 days prior to the last day of meal service.

Participant donations

Voluntary contributions shall be allowed and may be solicited if the method of solicitation is noncoercive. (OAA Section 315(b)(1)) AAAs should ensure that each nutrition provider:

- Provides participants with an opportunity to voluntarily contribute to the cost of the service
- Clearly informs each participant that there is no obligation to contribute and that the contribution is purely voluntary
- Protects the privacy and confidentiality of each participant with respect to their contribution or lack of contribution, and
- Establishes appropriate procedures to safeguard and account for all contributions.

(OAA Sect. 315(b)(4)(A-D))

The AAA and service providers shall not deny services to any individual who does not contribute to the cost of the service, nor conduct means testing to determine eligibility. **(OAA Section 315(b)(3))**

Donations for congregate programs

- A clearly visible and easy-to-read sign may be posted near the entrance and/or the sign-in area stating the actual cost of the meal, suggested donation, and statement that meal recipients under 60 must pay the full cost of the meal.
- Volunteers offered the option of a meal on the same basis as meals provided to participating older individuals, should be encouraged to donate towards the cost of their meal.

Donations for home-delivered programs

- Nutrition programs should have procedures in place to ensure that drivers receiving contributions from meal recipients bring all donations back to the meal site.

Use of program income

Program income includes all participant donations for meals. Programs funded completely or in part by Older Americans Act receive program income in the form of donations.

1. Nutrition program must have appropriate procedures to safeguard and account for all contributions.
2. All collected contributions shall be used to expand the service for which the contributions were given. (OAA Sec. 315(b)(4)(E))
3. All program income shall be used within the program year in which it is received and shall be used before federal, state or local funds are used.
4. Program income shall be documented in the service provider's financial records in the same manner as all other federal, state or local funds. Program income shall be reported on the monthly financial reports to APD as required.

Menu Planning and Dietary Guidelines

Nutrition guidelines

Oregon APD encourages every effort to include key nutrients and current nutrition recommendations that influence chronic disease and the health of older Oregonians when developing menus for the senior nutrition programs. Menu standards are developed to sustain and improve client's health through the provision of safe and nutritious meals using specific guidelines. AAAs are encouraged to incorporate these standards into all requests for proposals, contracts, and open solicitations for meal provision using Older Americans Act funding.

1. The Older Americans Act:
 - a) Provides flexibility to nutrition providers in designing meals that are appealing to program participants (**OAA Sec. 339 (2)(B)**)

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- b) Encourages providers to enter contracts that limit the amount of time meals must spend in transit before they are consumed. **(OAA Sec. 339(2)(C))**
 - c) Where feasible, encourages joint arrangements with schools and other facilities serving meals to children to promote intergenerational meal programs. **(OAA Sec. 339 (2)(D))**
 - d) Where feasible, encourages the use of locally grown foods in meal programs, and identifies potential partnerships and contracts with local producers and providers of locally grown foods. **(OAA Sec. 339(2)(L))**
2. Congregate and Home Delivered meals supported with Older Americans Act funding must comply with the most recent Dietary Guidelines for Americans, and each meal must provide a minimum of 33.33% of the current daily Dietary Reference Intakes as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences and the current Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and USDA). **(OAA Sec. 339(2)(A))**
3. Current Dietary Guidelines for Americans target values for nutrients of concern for older adults are included in Appendix C to assist AAAs and RDs working with nutrition programs to adopt menus that meet OAA guidelines. As noted on the attached chart, nutrient requirements may be averaged over one week to allow more flexibility in menu planning.
4. To address the nutritional needs of older adults, menu planning should be designed to:
- a) Include a variety of foods, especially fruits, vegetables and whole grains.
 - b) Include foods with adequate complex carbohydrates and fiber.
 - c) Encourage nutrient dense foods.

- d) Avoid too much total fat, saturated fat, trans fat and cholesterol. Encourage mono and poly unsaturated fats.
 - e) Avoid too much refined carbohydrates.
 - f) Avoid added sugars.
 - g) Avoid too much sodium by using salt free herbs and spices, cooking from scratch, and utilizing less processed and manufactured foods.
 - h) Provide an appropriate number of calories to help maintain ideal body weight.
5. Water should always be offered with meals. Beverages such as milk and calcium fortified soymilk may contribute to nutrient intake and are encouraged. All beverage consumption enhances fluid intake of participants.
6. Sugary beverage consumption is strongly discouraged, especially on special occasions when high calorie, fat and sugar items are offered. Sugary beverages include any beverage with added caloric sweetener; most commonly fruit-flavored drinks such as fruit punch or lemonade, sodas and sports drinks. Frequent sugary beverage consumption is linked to obesity and many health problems, including diabetes, coronary heart disease, and high blood pressure. Providing sugary beverages in a congregate meal site makes it more difficult for seniors to self-manage their chronic diseases.
7. The Older Americans Act specifies that nutrition programs should “to the maximum extent practicable, adjust meals to meet any special dietary needs of program participants.” (OAA Sec. 339(2)(A)(iii)) This may include providing meals individually modified for health reasons (e.g. low-sodium or diabetic meals), ethnic and religious preference, and developing meal sites specifically targeted to address meal preferences of specific populations.
8. The OAA allows Title III funds to be used to purchase liquid supplements at the discretion of the AAA; however, a liquid supplement by itself cannot be counted as a meal for OAA or NSIP reporting. (ACL guidance) Supplements should not replace a

meal except by a physician's order or emergency/disaster situation if a meal cannot be provided. Supplements are to be used only in extenuating circumstances, and regular follow-up is required by a Registered Dietitian or Registered Nurse.

Menu planning

A Registered Dietitian (RD) or individual with comparable expertise must certify and sign that each meal meets the OAA and state requirements for congregate and home-delivered meals and provide consultation on food quality and safety. A person with comparable expertise is defined as a person who has a master's degree or other advanced degree in home economics, family and consumer sciences, public health nutrition, health education or human sciences with an emphasis in nutrition and dietetics. AAAs are encouraged to work with schools, public health departments, or other AAAs to identify an RD to review and approve menus, provide guidance on nutrition education, and be available to consult with the AAA on nutrition needs as needed.

Nutritional analysis is the best practice for menu planning. Computer analysis will provide better information about menus than a meal pattern, helps ensure that meals are fully meeting OAA requirements, and may decrease food costs. For meals where nutritional analysis is used, nutrition programs are encouraged to share nutrition analysis for meals provided with participants, enabling participants the ability to know more about the food they are eating.

A **menu component** approach may be used if a nutrition program is unable to obtain nutritional analysis of meals (e.g. in the case of meals provided by restaurants or individual kitchens). A menu component format is provided in Appendix B.

Key issues for nutrition programs using a menu component approach:

1. An RD or individual with comparable expertise must review and approve component menus, working with meal providers to adjust and/or substitute meal options to meet nutrition guidelines.
2. Menus should be planned and written for a minimum of four weeks.

3. Food substitutions should be infrequent or similar nutritional value, not reduce or radically alter the nutritional content, and made in consultation and approval by an RD or individual with comparable expertise.
4. Nutrition programs that use menus approved by RDs from other sites should use the same recipes as the original site, or work with an RD or individual with comparable nutrition expertise to ensure that replicated menus still meet dietary guidelines.

Menu considerations for diverse populations

The Older Americans Act encourages flexibility in designing meals that are appealing to program participants, while still complying with overall requirements. (OAA Sec. 339 (2)(B)) Strategies that AAAs are using to address the changing and diverse preferences of older adults include:

1. **Offer more than one meal option.** Offering more than one option allows participants choice in meeting dietary needs and food preferences. Healthy foods that meet dietary guidelines should be offered, but participants should have the option to choose what they are served and what they wish to eat. AAAs may also consider offering meals other than lunch – e.g. breakfast or dinner – that may better meet community needs and preferences.
2. **Contract with restaurants or food service providers that prepare culturally appropriate meals.** See App. E on Restaurant or Voucher Guidelines.
3. **Use salad bars.** The OAA allows salad bars to be counted as a full meal if they meet the nutritional and other requirements in the OAA. Nutrition service providers have successfully used a variety of methods to help older adults select ingredients in healthy portion sizes from a salad bar to meet the nutritional requirements of the OAA. (ACL guidance)
4. **Include meal participants and Advisory Councils in testing and providing feedback on new menu items.**

5. **Engage RDs together with nutrition program participants and local community partners to identify food options that meet local preference while still addressing dietary guidelines.** Cultural foods, food preferences, and use of traditional foods are options that can be included in nutrition programs with help from an RD that can determine if foods meet dietary guidelines, need to be adapted, or can be included infrequently – e.g. for specific celebrations – due to dietary guideline requirements.

Use of donated funds

The Older Americans Act encourages the use of locally grown foods in meal programs, and the development of partnerships and contracts with local producers and providers of locally grown foods. (OAA Sec. 339(2)(L)) While home-prepared foods are prohibited, garden produce and fresh fruits and vegetables can be used in meal preparation or provided to meal participants.

Use of food in prepared meals

Nutrition providers should develop policies and procedures for use of donated food items in their meal programs.

Donations of food items may be prepared and served by nutrition programs if they are safe and wholesome. Food donations cannot be utilized when deemed adulterated. For definition of adulterated food, see ORS 616.235. Non-commercial canned or packaged items and homemade items are not permitted for use in a reimbursable meal. Nutrition quality, health issues and client perception should also be considered when deciding how to accept and utilize food donations.

- Game meat donated to senior nutrition programs should be inspected and determined fit for human consumption by the State of Oregon Department of Agriculture, the State Department of Fish and Wildlife, or the Department of State Police who have been trained by the State Department of Agriculture to determine fitness for human

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consumption. (ORS ORS 619.095 and 624.165; Poultry Products Inspection Act Sec. 20(a)(5)(A))

- Donations of traditional foods – including wild game meal, fish, seafood, marine mammals, plants, and berries – to senior meal programs operated by Indian tribes and tribal organizations that primarily serve Indians is allowed but must follow the guidelines and responsibilities relating to ensuring safety of donated foods as outlined in USDA Policy Memo SP 42-2015, CACFP 19-2015, SFSP 21-2015.
- Meat donated by 4-H or other similar farm programs should be butchered, cut and wrapped by a locally identified processor that provides similar services for licensed commercial businesses.

Donated food provided directly to meal participants

If nutrition programs accept donated food that is provided directly to meal participants (e.g. donated food items put out on a table at a congregate site), programs should have policies or procedures in place on this distribution of food. Food should be safe to share and support the health of participants.

Leftovers and carryout meals

The OAA allows occasional carry-out meals at congregate sites, but not on a regular basis. One of the main strengths of the congregate program is that older adults get together to eat as a community. The congregate meal program is a social in-person program, not a take-out program. If on occasion, someone is ill or unable to get to their regular congregate site on a particular day, a carry-out meal may be appropriate. AAAs may make specific exceptions for an individual to take meals to go when there are clearly identified health, safety, or other barriers to the individual's participation in the scheduled group meal program.

Purposely ordering or overproducing food or preparing too many meals simply to allow participants to take a second meal home is not appropriate. However, if an individual eats at a congregate meal site, and the site ends up with extra food that they offer to the participant to

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take home, the nutrition site can count this as two meals provided, if the take-home meal includes a full meal that meets OAA requirements.

The OAA also allows participants to take leftovers from their plate home, if state and local food safety codes are followed. Following these food safety codes is not only required, but it is important because older adults are at a higher risk of food borne illnesses than other adults; proceeding with utmost caution and concern is important. Sites may provide special containers with instructions on reheating; limit leftovers to foods that are safe at room temperature (like rolls and fresh fruit); or develop rules to help ensure safety while allowing participants to bring home food from their plates, so as not to be wasteful. (ACL guidance)

Meal preparation safety and sanitation

Meals prepared and provided as part of the OAA nutrition programs must meet the following:

1. Compliance with applicable federal, state and local fire, health, sanitation, safety and building codes, regulations, licensor requirements, and other provisions relating to the public health, safety, and welfare of meal patrons is required in all stages of food service operation.
2. Compliance with Oregon Public Health Code and local licensing standards for food preparation, storage and delivery, as well as preparation and distribution guidelines included in these program standards. See the [Food Safety Training Manual](#) for more information.
3. Copies of all current inspection reports by health department staff, registered sanitarian or fire officials should be posted at the meal site.
4. Temperature checks should be taken with a food thermometer daily at the time food leaves the production area, upon arrival if food is prepared off site, and again at serving time. Records of these temperature checks should be kept in the nutrition program files.

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5. Each meal site is required by state sanitation laws to limit kitchen access to those who work in it.
6. Foods must be prepared, served and transported with the least possible manual contact, with suitable utensils, and on surfaces that prior to use have been cleaned, rinsed and sanitized to prevent cross contamination.
7. Effective procedures for sanitizing dishes, equipment and work areas should be written, posted and followed consistently.
8. To retain maximum nutritional value and food quality, foods should be served as soon as possible after preparation.

Home-delivered meal safety and delivery requirements

To ensure the safety of meals provided to home-delivered meal participants, nutrition programs must ensure the following:

1. When home-delivered meals are dispatched from a congregate meal site, they shall be individually plated, packaged and prepared for transportation prior to the serving of the congregate meal. Delivery of each meal will be in accordance with procedures for safe food handling, including standards of food handling safety after removing from temperature control and dispatch to participants.
2. The meal should be delivered directly to the participant or as otherwise directed by the participant, ensuring food safety and the intent of the home-delivered meal in providing regular social and safety contacts with homebound individuals. Meals should not be left when there is no one available to receive a meal unless otherwise required/requested by the participant due to medical or physical constraints, and pre-approved by the nutrition site to ensure safe food handling guidelines are adhered to. Nutrition programs should have guidelines for home-delivered meal drivers to notify staff when someone is not home, enabling nutrition programs to follow up with these participants.

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3. To ensure the safety of delivered foods, nutrition sites should follow the timing rule which requires careful attention to temperatures and times:
 - a) Hot food must be cooked to the recommended temperature and must be checked to be at 135°F or higher before removing from the oven/heat.
 - b) Hot food that was prepared the previous day, properly chilled and refrigerated overnight to be reheated the next day for delivery, must be checked to be at 165°F or higher before removing from the oven/heat.
 - c) Cold food must be checked to be at 41°F or lower before removing from refrigeration.
 - d) Hot and cold foods must be delivered within four hours, and timing of the four hours starts when food is removed from heat or refrigeration.
 - e) Sites must ensure record-keeping of temperature and time when pulled from heat or refrigeration.
 - f) Hot and cold foods must be transported in thermal/insulated food carrier units.
 - g) Sites must have written procedures to ensure food is discarded if not delivered within the four hours.

Nutrition programs should keep in mind that home-delivered meal clients may not immediately eat a delivered meal; for this reason, it is recommended that food be delivered as soon as possible, and that participants be provided with periodic information and reminders on safe eating, storing, and disposal of their delivered meals.

4. The AAA shall develop written procedures for maintaining food safety.

Meal packaging supplies and carriers

1. Meal packaging supplies and carriers should be used that ensure hot foods are packaged and transported in separate carriers from cold foods.

2. Meal carriers used to transport food should be enclosed and equipped with insulation and supplemental hot or cold sources as needed to support hot and/or cold food temperatures.
3. Meal carriers should be cleaned and sanitized daily.

Frozen home-delivered meals

Frozen home-delivered meals may allow AAAs to broaden the provision of meals, provide an option that enables clients to set their own mealtime, and potentially increase the flexibility to meet special dietary needs (e.g. ethnic or therapeutic meals). However, frozen meals require specific preparation considerations to ensure food quality and safety. AAAs that provide frozen meals are strongly encouraged to work with a meal provider – e.g. hospitals, Department of Correction, schools, or commercial meal providers – with the capacity to prepare and safely flash freeze meals that meet OAA requirements.

Safety issues and requirements for frozen meals:

1. **Frozen Meal Production.** Service providers must demonstrate capability of cooling meals in a safe and timely manner (from 140°F to 70°F or below within two hours, and from 70°F to 41°F or less within four more hours). Please note that this process of “flash-freezing” requires specialized freezers and cannot be accomplished using commercial or standard freezers. Frozen meals shall be stored in a commercial/industrial freezer. Leftovers from congregate or hot home delivered meals shall not be reused in frozen meal production.
2. **Packaging.** Packaging shall be heat sealed and manufactured specific to microwave re-heating. However, the possibility of including dual-oven packaging (able to be reheated in both microwave ovens and traditional ovens) may be investigated. On all packaging types, expiration dates must be clearly marked in large print and easily visible.
3. **Transit.** Transportation from where the meal was produced to the dispatch location and from the dispatch location to the client shall comply with temperature controls. According to the USDA, frozen foods held cooler than 40°F are safe to refreeze or

cook. Meals that have been warmer than 40°F for more than two hours must be discarded. Prior to delivery, the service program must confirm that a recipient has adequate freezer storage available before they are able to receive food.

If temperature is not controlled for in the delivery environment itself (i.e. refrigerated truck or dry ice cooler), then proper insulation (e.g. ice, ice packs) must be used during either transportation mechanism to ensure that temperature will remain within the safe zone. If temperature control is not feasible then frozen meals should not be offered.

Mealtime in transit shall be limited as much as possible. During the delivery process, all frozen meals should be kept at or below 32°F.

4. **Reheating.** Recipients must be capable of using the stove, oven, or microwave to reheat food to 165°F or higher and should be instructed about proper thawing methods. Efforts should be made to ensure that recipients do not allow meals to thaw out on their kitchen counter or at the drop off locations. Under no circumstances should meals be left for recipients in a cooler.
5. **Delivery standards.** Delivery should occur as often as possible with a maximum of seven days of meals provided at a time. Exceptions shall be evaluated on a case-by-case basis by the AAA. Lowering delivery frequency to less than once weekly service would be harmful due to decreased social interaction. As many of the seniors who partake in home-delivered meals are isolated from friends or family, the social benefit of human interaction is integral to program success. Postal deliveries are only acceptable if the provider has regular contact with the individual to determine any change in conditions or concerns.
6. **Contact requirements between deliveries.** For program deliveries totaling more than seven meals at one time, phone calls or check-ins should be initiated with participants on a weekly basis to prevent social isolation and ensure proper utilization of home delivered meals. For example, if a client receives two weeks of meals a phone call or check in should be scheduled during the week the client didn't receive the meals.

Appendices

Appendix A: Dietary Guidelines: Key Nutrients for Older Adults

The following have been identified as nutrients of concern for older adults. This chart shows the daily level as established by the current Dietary Guidelines for a male over 70 years old as well as the target values based on a 2000 calorie diet. Nutrient requirements may be averaged over one week to allow more flexibility in menu planning.

Food Group	Portion Size	Sample	Sample
Protein	3–4 oz meat, fish or poultry	3–4 oz Glazed BBQ Chicken Breast	3–4 oz Ground Beef (Chopped Steak) (Option to add gravy)
Whole Grains	1/2 cup cooked oats, brown rice, or 1 slice whole-grain bread, or 1 tortilla	1 slice whole-grain bread	1 small whole-grain roll
Vegetables	1 cup raw or cooked (2 cups leafy greens)	1/2 cup cooked green beans, 1 small baked sweet or regular potato	1/2 cup whipped potatoes, 1/2 cup cooked carrots
Fruit	1/2 cup canned/frozen or 1 small raw	1/2 cup pineapple	1 small piece of whole fruit (orange, apple, pear)
Dairy	8 oz milk (3/4 cup yogurt) — offering full-fat dairy options	8 oz whole milk or 3/4 cup yogurt	8 oz whole milk or 3/4 cup yogurt

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Food Group	Portion Size	Sample	Sample
Fats	1 tsp oil or butter	1–2 butter packets (1 tsp each) or olive oil	1–2 butter packets (1 tsp each) or olive oil
Dessert (Optional)	No added sugars or non-nutritive sweeteners are recommended; limit each meal to no more than 10 grams of added sugars.	Example: Strawberries and cream	Example: Yogurt parfait
Beverages	Choose water or unsweetened beverages to accompany meals and snacks	Water; unsweetened iced tea; coffee	Water; unsweetened iced tea; coffee

Some older adults need fewer calories but still require equal or greater amounts of key nutrients such as protein, vitamin B12, vitamin D, and calcium. To meet these needs, they should prioritize nutrient-dense foods such as dairy, meats, seafood, eggs, legumes, and whole plant foods (vegetables and fruits, whole grains, nuts, and seeds). When dietary intake or absorption is insufficient, fortified foods or supplements may be needed under medical supervision.

For more information, download the [USDA Daily Servings by Calorie Level \(PDF\)](#).

Appendix B: Menu Component Form and Guidelines

The Meal Component Form is available in the following formats:

- [Meal Component Form — \(PDF\)](#)

Appendix C: Specific Nutrient Sources

Source: USDA National Nutrient Database for Standard Reference

Nutrient amounts are approximate. This is based on a 2000 calorie diet for a 70 Year old male using the [DRI calculator](#).

Calcium — target: 400 mg per meal

- Dairy sources
 - Milk (skim, 1%, 2%, buttermilk, chocolate, whole): ~280 mg per 8 oz
 - Yogurt: ~275 mg per 8 oz
 - Cheese (Romano, Swiss, provolone, mozzarella, cheddar, muenster, bleu, feta): ~300 mg per 1.5 oz
 - Processed cheese: ~300 mg per 2 oz
 - Ricotta cheese: ~300 mg per 1/2 cup
- Non-dairy sources — fortified cereals
 - Ready-to-eat cereals (fortified): varies — check label (about 236–1043 mg per serving)
- Non-dairy sources — cooked greens (1/2 cup)
 - Collards — 178 mg
 - Spinach — 146 mg
 - Turnip greens — 124 mg
 - Kale — 90 mg
 - Beet greens and bok choy — 80 mg
- Non-dairy sources — cooked beans (1/2 cup)
 - Green soybeans — 130 mg
 - White beans — 96 mg

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- Black-eyed peas — 106 mg
- Mature soybeans — 88 mg

Magnesium — target: 140 mg per meal

- Good sources (more than 80 mg per serving)
 - Halibut
 - Brazil nuts
 - Quinoa
 - Spinach
 - All-Bran cereal
- Fair sources (more than 40 mg per serving)
 - Fish: pollock, haddock, flounder, tuna
 - Beans: white, black, chickpeas, navy, lima, pinto
 - Nuts: peanuts, almonds, cashews
 - Brown rice
 - Couscous
 - Okra
 - Baked potato with skin
 - Artichokes
 - Raisin Bran cereal
 - Soy beverage

Zinc — target: 3.7 mg per meal

- Beef — ~5 mg per 3 oz
- Pork — ~2 mg per 3 oz

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- Poultry — ~1.3 mg per 3 oz
- Seafood (especially oysters)
- Yogurt — 1.68 mg per 8 oz
- Split peas and black beans — ~1 mg per 1/2 cup
- Fortified ready-to-eat cereals — varies (up to 15 mg per serving)

Vitamin C — target: 30 mg per meal

- Rich sources (more than 30 mg per 1/2 cup)
 - Kiwi
 - Orange
 - Strawberries
 - Brussels sprouts
 - Cantaloupe
 - Papaya
 - Sweet peppers (red or green)
 - Orange or grapefruit juice
 - Tomato or vegetable juice
 - Kohlrabi
 - Broccoli
- Fair sources (20–30 mg per 1/2 cup)
 - Cauliflower
 - Beet, mustard, and turnip greens
 - Kale
 - Cabbage or coleslaw

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- Pineapple
- Mango
- Baked potato with skin
- Sweet potato (canned)

Vitamin B6 — target: 0.6 mg per meal

- Fish (cod, haddock, tuna)
- Chicken and turkey
- Beef and pork
- Garbanzo beans
- Baked potato with skin
- Rice
- Fortified cereals
- Prunes and prune juice
- Bananas

Vitamin B12 — target: 0.8 mcg per meal

- Lean meat, poultry, fish
- Eggs
- Milk, cheese, yogurt
- Fortified cereals

Fiber — target: more than 10 g per meal

- Very good sources (more than 3 g per serving)
 - Grains: barley, bulgur, couscous, All-Bran, shredded wheat
 - Legumes: beans, lentils, chickpeas, soybeans

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- Vegetables: potatoes with skin, pumpkin, spinach, cooked greens, artichokes, Brussels sprouts
- Fruits: prunes, dates, figs, raspberries, blackberries, apples and pears with skin
- Nuts: peanuts (1/4 cup)
- Good sources (2–3 g per serving)
 - Grains: brown rice, oatmeal, whole-wheat pasta and bread, Cheerios, Raisin Bran
 - Vegetables: sweet potatoes, winter squash, cabbage, broccoli, mixed vegetables
 - Fruits: blueberries, strawberries, peaches, oranges, bananas, canned apricots and pears

Appendix D: Restaurant or Voucher Guidelines

AAA nutrition providers may choose to use vouchers for meals to be eaten at a restaurant, café, or other food service establishment; or may contract with a restaurant to provide meals on-site or delivered to an existing meal site.

Restaurants or other food establishments may support menu choice (e.g. culturally specific meals), access for older adults (e.g. in rural communities), or flexibility (e.g. offering meals on weekends or different times of day). AAAs should also be aware of potential challenges including ensuring that restaurants operating on a business model will meet nutrition requirements, ensuring meal programs can still provide social support and connection to aging services, and considering fundraising and additional programs or staff support that is often provided by traditional meal sites that may not be available in working with other food establishments.

AAA nutrition programs that use Older Americans Act funding to contract with a restaurant, café, or other food service establishment must still comply with OAA requirements and the

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Oregon Nutrition Standards. The following guidelines are provided to help AAAs and nutrition programs in their work with contracted restaurants or other food service establishments.

Planning

- The restaurant, café, or other food service establishment must agree to provide one or more meals that meet OAA and Oregon Nutrition Standards for meals and that has been reviewed and approved by an RD.
- The restaurant or other food service establishment must be licensed and be inspected regularly by the local health jurisdiction. The restaurant, café, or other food establishment must be barrier-free and Americans with Disabilities Act (ADA) compliant.
- Before entering into an agreement with a prospective food service establishment, the nutrition coordinator should conduct an on-site visit of the restaurant and its kitchen facilities to determine that nutrition program requirements can be met, and appropriate food safety and sanitation practices are in place.
- For restaurant dining centers and voucher programs, nutrition providers should consider how the planned agreement can best encourage and support the OAA goal of reducing social isolation and increasing social interaction (e.g. having designated mealtimes, encouraging participants to attend with others, providing training for restaurant staff in how they interact with participants, etc.).

Written agreements

A written contract or agreement between the nutrition program and the restaurant or other food establishment should address how the following issues will be addressed:

- How meals and/or food choices will be reviewed and approved by an RD prior to being offered to participants, ensuring meals meet OAA and Oregon Nutrition standards for meals, and addressing procedures for communicating and approving menu changes and substitutions.
- Cost per meal, and how invoicing and payment will occur.

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For restaurant dining centers and/or voucher programs:

- The number of restaurant meals per day, week or month that will be provided; and how, and how often, the restaurant or food service establishment will track and report meals provided to the nutrition program.
- For voucher programs, how and where vouchers will be made available, how older adults qualify to receive vouchers, and any efforts to prioritize distribution to priority populations.
- How NAPIS data will be collected initially and annually; how nutrition education will be provided to participants; and how participants will have access to other aging services offered by the AAA.
- Insurance coverage, such as workers compensation and comprehensive and general liability, for the food service establishment and the nutrition program.
- Rights of the nutrition program staff to monitor on-site, including monitoring of the food preparation and storage areas of the food service establishment.
- Policy regarding gratuities. Any tips for service staff must be included in the per meal price that the nutrition program reimburses to the food service establishment for redeemed vouchers.
- System for obtaining regular participant feedback/satisfaction, and complaint/grievance policy.
- Policy for addressing misuse of vouchers by either participants or restaurant/food service establishment.

Other expectations or training that nutrition programs may want to address in agreements:

- Roles and responsibilities regarding outreach, promotion, or registration of participants.
- How menus and/or food choices will be communicated to participants.

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- Ensuring that the restaurant and program participants understand that meals may not be ordered to go, but that voucher holders may take leftovers home, and that they may purchase additional beverages and food with their own money.
- Responsibilities for on-site donations, if this is planned.
- Training/guidance for food establishment staff on basic understanding Older Americans Act and ways to communicate effectively with older adults, and/or nutrition issues such as portion control.
- Policies regarding confidentiality, mandatory report, and systems to refer participants to other aging and community services.
- System for ensuring timely communication between the AAA nutrition program and restaurant or other food establishment of concerns or challenges.

Appendix E: OAA Nutrition Risk Screening

The OAA Nutrition Screening Survey includes the following questions: For all YES answers that apply to you or someone you know, circle the number at the end of the question. Total all your circled numbers ("yes" answers). This is the Total Nutritional Score.

Nutrition Checklist

Questions	"Yes" score
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, 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

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I do not 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 Nutritional Score:

Note: This questionnaire is part of the Nutrition Screening Initiative, a project of the American Academy of Family Physicians, American Dietetic Association, and National Council on Aging. It is funded in part by a grant from Ross Products Division, Abbott Laboratories.

Total your nutritional score. If it is:

- **0-2** – Good! Recheck the 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 the 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.

Appendix F: NAPIS Definitions

The Aging Network, part of the Department of Health and Human Services, Administration on Aging, has issued several definitions of services that must be reported through NAPIS. The following definitions relate to the Nutrition Programs (Title III of the Older Americans Act).

1. Minority Status: Minority older persons are defined by the following designations:

OAA Ethnicity:

- a) Not-Hispanic or Latino: A person not of Cuban, Mexican, Puerto Rican, or South or Central American, or other Spanish culture or origin, regardless of race.
- b) Hispanic or Latino: A person of Cuban, Mexican, Puerto Rican, or South or Central American, or other Spanish culture or origin, regardless of race.
- c) Unknown

OAA Race:

- a) White: A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
 - b) Black or African American: A person having origins in any of the black racial groups of Africa.
 - c) American Indian or Alaska Native: A person having origins in any of the original peoples of North America (including Central America), and who maintains tribal affiliation or community attachment.
 - d) Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
 - e) Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands.
2. Impairment in Activities of Daily Living: The inability to perform one or more of the following six activities of daily living without personal assistance, stand-by assistance, supervision or cues: eating, dressing, bathing, toileting, transferring in and out of bed/chair, and walking.

3. **Impairment in Instrumental Activities of Daily Living:** The inability to perform one or more of the following eight instrumental activities of daily living without personal assistance, or stand by assistance, supervision or cues: preparing meals, shopping for personal items, medications management, managing money, using telephone, doing heavy housework, doing light housework, and transportation ability.
4. **Poverty:** Persons considered to be in poverty are those whose income is below the official poverty guideline (as defined each year by the Office of Management and Budget, and adjusted by the Secretary, DHHS) in accordance with subsection 673 (2) of the Community Services Block Grant Act (42 U.S.C. 9902 (2)). The annual HHS Poverty Guidelines provide dollar thresholds representing poverty levels for households of various sizes.
5. **Home-Delivered Meals:** A meal provided to a qualified individual in his/her place of residence. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws. Meals provided to individual through means-tested programs may be included.
6. Meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals are excluded from the Nutrition Services Incentive Program (NSIP) meal reimbursement, but they are included in the total meal counts.
7. **Congregate Meals:** A meal provided by a qualified nutrition project provider to a qualified individual in a congregate or group setting. The meal is served in a program that is administered by SUAs and/or AAAs and meets all the requirements of the Older Americans Act and State/Local laws. Meals provided to individual through means-tested programs may be included. Meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals are excluded from the Nutrition Services Incentive Program (NSIP) meals reimbursement, but they are included in the total meal counts.

8. Nutrition Counseling: A standardized service as defined by the Academy of Nutrition and Dietetics and that provides individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illness, or medication use, or to caregivers. Counseling is provided one-on-one by a registered dietitian and addresses the options and methods for improving nutrition status with a measurable goal.
9. Nutrition Education: A targeted program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information that is consistent with the current Dietary Guidelines for Americans and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise.
10. NSIP: A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the OAA, which means at a minimum that:
 - a) It has been served to a participant who is eligible under the OAA and has NOT been means-tested for participation
 - b) It is compliant with the nutrition requirements
 - c) It is served by an eligible agency, and
 - d) It is served to an individual who has an opportunity to contribute.

Meal counts include all OAA eligible meals including those served to persons under age 60 where authorized by the OAA. NSIP Meals also include home delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients (as well as their spouses of any age) or caregivers.

Appendix G: Sources of Potential Funding for Nutrition Services

OAA nutrition services are not intended to serve every eligible older adult, and OAA nutrition funding was intended to help leverage additional public and private funds to support programs. However, given the growing older adult population, and level OAA funding, AAAs and nutrition programs face a constant challenge in funding these programs.

Beyond the OAA and NSIP funds, and participant donations, other potential ways that AAAs may fund programs include:

Local government funding. Some AAAs receive funding through city or county budgets to support local nutrition services.

Foundation or local business grants, sponsorships, and community fund-raising. AAAs have obtained grants, developed “sponsorship” programs, developed donor databases and regular direct mail appeals, required local nutrition sites to develop their own annual fund-raisers, and other creative approaches to fund-raising.

OAA funds transferred between program areas. AAAs may use the Funds Transfer Request form on the APD website to request transfer of no more than 30% of Title IIIB funds to C1 (congregate) or C2 (home-delivered) nutrition programs each fiscal year. AAAs may also use this same form to transfer no more than 40% of funds between C1 and C2 programs each fiscal year.

Family Caregiver Support Program (OAA Title IIIE). AAAs may decide to allow OAA family caregiver support program supplemental services funds be used to pay for meals for caregivers and their care recipients to receive meals. These individuals must meet federal and state requirements for the family caregiver support program, as well as any policies developed by the AAA.

Oregon Project Independence. If a AAA decides to include home-delivered meals as an OPI service, the AAA must include this in their Area Plan and OPI policies. The cost of the meal cannot be an expense to the OPI consumer on the OPI sliding fee scale, and meals supported with OPI funds must meet OAA and OPI standards including meeting 33.3% of Dietary

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Reference Intakes and Dietary Guidelines; menus approved by a registered dietitian; include an in-person initial and at minimum annual assessment; and provide nutrition education at least one time per year. (OPI rule 411-032-0000(30))

Sale of meals. Meal providers may provide private catering, rent out their kitchen, contract with a health plan to provide members with meals, or develop other business plans to prepare and sell food, if these meals are not paid for with OAA funds and are not counted for OAA or NSIP purposes. (ACL guidance)

SNAP donations. AAAs have the option of developing systems to enable older adults participating in SNAP to use those benefits as a voluntary contribution toward the OAA meal if that is what the older adult wishes to do. Use of SNAP may enable older adults to feel that they're making a voluntary contribution in the only way possible for them; on the other hand, using limited SNAP benefits on a program that doesn't require a payment may not be in the best interests of the adult. (ACL guidance)

Medicaid Home-Delivered Meals. AAAs can contract with their local APD office to provide and be reimbursed for meals authorized by APD case managers for Medicaid clients. Services funded by OAA are exempt from Medicaid third party liability requirements; if an individual is eligible for Medicaid home-delivered meals, Medicaid should reimburse for this cost, even if the participant could also be funded under the OAA. (Medicaid Third party Liability and Older Americans Act Services; NASUAD June 17, 2016).

Medicaid cost of care consumers, however, are still eligible for OAA-funded meals since they would be expected to pay the full cost of their meals under Medicaid. See **Oregon Medicaid Home Delivered Meal Standards and Responsibilities** and OAR 411-040-0000 for additional information on Medicaid Home-Delivered meal requirements and reimbursement.

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You can get this document in other languages, large print, braille or a format you prefer free of charge. Contact Aging and People with Disabilities at sua.email@odhs.oregon.gov or 800-282-8096. We accept all relay calls.



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