

**PURCHASE OF SERVICE AGREEMENT**  
**BETWEEN**  
**MINNESOTA RIVER AREA AGENCY ON AGING**  
**AND**  
**LUTHERAN SOCIAL SERVICE OF MINNESOTA**  
**715 NORTH ELEVENTH STREET, SUITE 401C**  
**MOORHEAD, MN 56560**

**TERMS AND CONDITIONS FOR CONTRACT**

**#316-07-00C1-042-E89**

**AND**

**#316-07-00C2-043-E89**

**FOR THE PERIOD OF:**

**JANUARY 1, 2007 THROUGH DECEMBER 31, 2007**

CFDA #93.045

MBA 3/04

**PURCHASE OF SERVICE AGREEMENT  
FOR TITLE IIIC NUTRITION SERVICES PROGRAMS  
UNDER TITLE III-C OF  
THE OLDER AMERICANS ACT OF  
1965 AS AMENDED**

THIS AGREEMENT is made and entered into by and between the Minnesota River Area Agency on Aging (hereinafter referred to as the "AAA") and Lutheran Social Service of Minnesota, a non-profit corporation (hereinafter referred to as the "Contractor") located at 715 North Eleventh Street, Suite 401C, Moorhead, Minnesota 56560, for Congregate and Home Delivered Nutrition Services during 2007.

WITNESSETH:

WHEREAS, the AAA, is designated as the Area Agency on Aging for the twenty-seven counties of the Southwest Planning and Service Area of Minnesota, and;

WHEREAS, the AAA desires to purchase Congregate and Home Delivered Nutrition Services Programs for older adults (hereinafter called "Project"), and to engage the Contractor to perform services by way of identifying and responding to the nutritional needs of eligible older persons on behalf of the AAA, in the counties of Blue Earth, Brown, Cottonwood, Faribault, Jackson, Kandiyohi, Le Sueur, Lincoln, Lyon, Martin, McLeod, Meeker, Murray, Nicollet, Nobles, Pipestone, Redwood, Renville, Rock, Sibley, Waseca and Watonwan, and;

WHEREAS, all services are to be performed in accordance with regulations governing Title III of the Older Americans Act and standards and policies of the Minnesota Board on Aging (MBA), the Minnesota Department of Health and the AAA, and;

WHEREAS, the Contractor has demonstrated previous experience or capacity in the delivery of meals and other nutrition services for older adults living in community-based settings, has established cooperative working relationships with other community agencies, and is ready, willing and able to undertake the same, and;

WHEREAS, the AAA hereby engages the Contractor, and the Contractor hereby agrees to perform all the services hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1. TERMS OF CONTRACT**

The terms of this Contract shall be January 1, 2007 through December 31, 2007, unless sooner terminated pursuant to this Agreement. The AAA has the option to renew the Contract annually for up to two additional years.

## **ARTICLE 2. SCOPE OF SERVICE**

- a) The Contractor shall provide the level of meals and nutrition services specified in the Request for Proposal (RFP), all Appendices attached thereto and the Contractor's responses to the RFP and approved by the AAA on September 20, 2006 and on file at the AAA offices at 410 Jackson Street, Mankato, Minnesota, 56002-3367, and incorporated by reference and made a part of this agreement, and as further detailed in the AAA Policy Manual on file.
- b) The Contractor agrees to conform with all policies and standards specified in the RFP and all Appendices attached thereto in which takes precedence, and as further detailed in the MBA Operations Manual for Area Agencies on Aging.
  - (1) Services must be implemented according to these standards unless a temporary or permanent waiver of compliance has been granted by the AAA.
  - (2) The Contractor shall obtain prior approval from the AAA for any programmatic changes, including the opening or closing of sites and Contract revisions.
- c) The Contractor shall provide high quality nutritious meals and other nutrition services to eligible persons available five days a week, a minimum of 249 days per year, at congregate sites and home delivered meals to homebound persons in designated communities according to the Meal Service Information Chart (Appendix C of the RFP) plus or minus any locations added or discontinued since issuing the RFP. The majority of meals served will be hot with exceptions as further specified in the RFP. Second meals, week-end, holiday and evening meals may be made available on a limited basis, with prior approval from the AAA, and must be targeted to individuals and communities with the greatest need.
  - (1) An exception shall include when a site is not available due to circumstances beyond the Contractor's control.
- d) Meals and nutrition services will to be targeted to older individuals 60 years of age and over (or others as outlined in the RFP and its Appendices) with special efforts to reach frail older adults and others who are at the greatest risk of losing their independence including:
  - (1) Older individuals with the greatest economic needs and older individuals with the greatest social needs, with special attention to low income minorities and older individuals living in rural areas.

- (2) Frail, disabled or functionally impaired.
  - (3) Limited mobility and difficulty accessing and preparing nutritious foods.
  - (4) Rural or socially isolated.
  - (5) Limited or non-English speaking.
  - (6) Hearing or visually impaired.
- e) This Contract is based on a minimum of 388,625 Congregate Meals to eligible persons. This meal count does not include elderly waiver or alternative care grant meals.
  - f) This Contract is based on a minimum 130,875 Home Delivered Meals to eligible persons. This meal count does not include elderly waiver or alternative care grant meals.
  - g) The Contractor at a minimum shall provide nutrition services including nutrition outreach, nutrition education, nutrition counseling and information and linkages as listed in the RFP.
  - h) The Contractor shall conduct assessments as required for recipients of services using the most current National Aging Program Information System (NAPIS) forms.
    - (1) The use or disclosure by any party of information concerning an eligible client in violation of the Minnesota Government Data Practices Act, or other Minnesota or Federal privacy laws for any purposes not directly connected with the administration of the Contractor's responsibility, is prohibited except with written consent of such eligible client or his/her guardian, or as required by law.
    - (2) The Contractor or Subcontractor(s) may disclose information to each other, to the AAA or the MBA for purposes directly connected with the administration of their programs. This includes, but is not limited to determining eligibility, providing a service and participating in an audit; provided further that, a Contractor or its Subcontractors shall disclose information for the NAPIS (National Aging Program Information System) and for research, statistical, monitoring and evaluation purposes conducted by appropriate federal and state agencies and the AAA.
  - i) The Contractor will comply with the General Contracting Requirements and the Title IIIC Nutrition Standards and Definitions, as defined in Appendix A and Appendix B of the RFP. NAPIS intake forms will be used to verify eligibility for each person and shall be made available to the AAA or its assigns upon request.
  - j) The Contractor must provide service to individuals who meet target population criteria, as specified in Article 2. d) above. The Contractor must provide service to older adults with the greatest economic need and to older adults with the greatest social need with emphasis on low income minority individuals.

Services must be provided to minority elderly in at least the same proportion as they are to the elderly population of the service area.

- k) The Contractor will work with other aging service providers within the geographic service area, to identify clientele in need of service, to provide information and linkages to appropriate services and ensure that a comprehensive coordinated system of service is available to older people. The Contractor must be able to document coordination efforts, including agreements.
- l) The Contractor shall utilize older persons in positions of employment and as volunteers in various aspects of the Project, whenever possible.
- m) The Contractor must include older persons, including program participants in decisions relative to service design, delivery and an ongoing quality improvement process.
- n) The Contractor will conduct ongoing monitoring of food safety, meal and service quality and consumer satisfaction. Methods of receiving consumer input on the design and delivery of services need to be intact and utilized on a regular basis, including site councils, project councils, surveys, customer cards and suggestion boxes.
- o) The Contractor will make arrangements for the availability of meals to older persons in weather-related and other emergencies, where feasible and appropriate.
- p) The Contractor will certify food managers according to Chapter 4626 of the Food Manager Certification Rule.
- q) The Contractor must agree to comply with General Assurances F1-7 (Appendix E of the RFP), including Title VI of the Civil Rights Act of 1964 and Sec. 504 of the Rehabilitation Act of 1973, Older Americans Act of 1965, Minnesota Human Rights Act of 1989, and the Americans with Disabilities Act of 1990, and amendments thereto. The Contractor must periodically review its policies and practices to determine whether discriminatory practices are occurring, and take corrective action when necessary, to assure compliance with the above statutes and regulations.
  - (1) The Contractor must include a non-discrimination notice, which includes making services available to all eligible, older persons without regard to race, color, creed, religion, national origin, disability or sex, on all written communications to the public, including brochures, bulletins, and posters.
  - (2) The Contractor must take appropriate steps, as are necessary, to develop a capability for communicating effectively and fully with participants, and members of the public who are sensory impaired. Specifically,
    - (i) The Contractor must establish and implement policies and procedures which provide for a means of communication with sight and hearing impaired older persons. This must include the ability to make available qualified sign language

interpreters, telecommunication devices for the deaf, and other auxiliary aids when necessary. This may include a cooperative communications' agreement with Deaf and Hard of Hearing Service Offices and/or local resource agencies that can assist in obtaining sign language interpreters, TDDs and other auxiliary aids.

- (ii) The Contractor must notify the general public and persons with disabilities about the reasonable accommodations that are available.

To address the needs of older adults who are visually impaired, all written communications for distribution to the public must contain the following statement indicating that alternative formats will be provided upon request:

*"Upon request, this information will be made available in an alternative format, such as Braille, large print or audiotape."*

Notice of TDD numbers (telecommunication devices for the deaf) must be added to all written materials whenever a telephone number is listed, including on letterhead and bulletins. If the volume of calls the Contractor receives from people using TDDs is not great, the Contractor may use the Minnesota Relay Service and include the following statement in lieu of a TDD number:

*"To access this telephone number, persons with hearing impairments are requested to contact the Minnesota Relay Service at 711."*

Participants of meetings, training sessions, programs or other activities must be informed of the availability of reasonable accommodations by including the following language on bulletins, flyers, brochures and letters:

*"If you need a reasonable accommodation for a disability (e.g., wheelchair accessibility, interpreter, Braille or large print materials) such an accommodation can be made available upon advance request. Please contact (name of contact) at (voice phone and TDD or Relay Service number) as soon as possible."*

- (3) The Contractor must establish and implement policies and procedures which provide for a means of communication with non-English or limited-English speaking older persons. This must include the ability to make available interpreters or bilingual staff where necessary, either through the Contractor's own agency staff or a cooperative communications' agreement with local resource agencies that can assist in obtaining interpreters.

The Civil Rights Complaint Procedure must be posted at all congregate nutrition sites and made available to all clients.

- r) The Contractor shall develop and publish a schedule of suggested contributions consistent with AAA guidelines and shall advise participants of the opportunity to contribute towards the cost of the service. In no case shall the Contractor deny the provision of a service to an individual who is unable or unwilling to make a contribution. The Contractor may not charge a program service fee.
- s) The Contractor shall include on all printed materials the following phrase:  
  
*“Funded under contract with the Minnesota River Area Agency on Aging as part of the Older Americans Act Program.”*
- t) The Contractor shall meet at least quarterly with AAA staff to review Project operations, and shall allow AAA personnel access to program records, front-line staff and Project clients.
- u) The Contractor will participate in training programs, technical assistance and coordination meetings and health promotion campaigns, as requested by the AAA or the MBA.
- v) The Contractor shall record and maintain in writing all complaints received regarding services provided under this Agreement and the action taken to resolve the complaints. If a client is dissatisfied with a response to a complaint by the Contractor, the client may request an investigation of findings by the AAA, and if necessary MBA staff.
- w) The Contractor shall establish a system through which applicants for and recipients of services under this Contract may present grievances about the activities of the Contractor or any Subcontractor(s) related to service delivery. The system shall provide applicants and recipients with an informal hearing before representatives of the Contractor.
- x) The Contractor assures that no person or agency has been employed or retained on a contingent fee for the purpose of seeking or obtaining this Agreement. This does not apply to legitimate employees or an established commercial or selling agency maintained by the Contractor for the purpose of securing business. In the event of breach of this clause by the Contractor, the AAA may at its discretion:
  - (1) Annul this Agreement without any liability; or
  - (2) Deduct from the Agreement price or consideration or otherwise recover the full amount of any such contingent fee.

### **ARTICLE 3. COST OF SERVICES**

- a) The total budget for the Project shall be as specified in the Contractor's response to the RFP Price Questionnaire, which is incorporated by reference and made a part of this Agreement.
- b) The total congregate meal funds to be paid for CY 2007 purchased services shall not exceed \$703,411 of Federal C1 funds, State Nutrition funds of \$254,407, State Expansion funds of \$31,726 and State Nutrition Support Services funds of \$15,863.
- c) The total home delivered meal funds to be paid for CY 2007 purchased services shall not exceed \$297,086 of Federal C2 funds, State Nutrition funds of \$23,636, State Expansion funds of \$10,684 and State Nutrition Services funds of \$5,342.
- d) This Contract is based on an estimated NSIP allocation of \$298,805 for congregate and/or home delivered meals or as determined by the AoA/NSIP fiscal year. NSIP funds can be used for meal costs only.
- e) The Contract is based on voluntary participant contributions at a minimum of \$2.56 per congregate meal served and \$2.42 per home delivered meal served. The Contractor keeps participant contributions above the agreed upon rate per quarter. The Contractor assumes the risk when contributions fall below the agreed upon rate. The Contractor must be eligible to accept food stamps for meal contributions.
- f) The Contract is based on a federal cash cost of \$1.81 per contracted eligible congregate meal and a federal cash cost of \$2.27 per contracted eligible home delivered meal.
- g) The Contractor shall provide a minimum of 15% in non-federal cash and/or in-kind matching funds of Project's net costs for each program. Written verification shall be provided at the time of billing.
- h) The meal price includes all costs associated with the meal including transport vehicles, food handling and transport equipment, service ware, serving and eating utensils, cutlery, napkins, hot and cold cups and other accessories required to serve a complete meal with appropriate condiments, as required herein (which will include but not be limited to salt, pepper, sauces, salad dressing, mustard and catsup).
- i) The Contractor assures that funds under this contract do not replace or supplant funds available to the Contractor or Subcontractor(s) from other sources.



#### ARTICLE 4. REPORTING AND REIMBURSEMENT

- a) In no event shall the total Project funds available under this Agreement exceed the sum of \$703,411 federal C1; \$254,407 state nutrition; \$31,726 state expansion; \$15,863 state nutrition support services plus NSIP, donations, interest and other income for congregate meals; and \$297,086 federal C2; \$23,636 state nutrition; \$10,684 state expansion; \$5,342 state nutrition support services plus NSIP, donations, interest and other income for home delivered meals.
- b) The Contractor shall provide a minimum of 15% in match resources which are duly recorded and applied to the provision of services stipulated in the scope of services. Written verification should be provided to the AAA at the time of quarterly billing. The Contractor shall generate no less than \$124,131 (congregate) and \$52,427 (home-delivered) in Non-Title III cash and in-kind resources (for example: cash from cities and counties, income from Head Start meals, or provider cash) subject to Article 3. g) above.
- c) It is understood that the Contract payment is contingent upon availability of funds through Title III of the Older Americans Act, NSIP funds and state funds from the Minnesota Legislature.

Should reductions in funds or project income occur, the AAA has the right to reduce the amount of federal and/or state funds awarded. At that time, the Contractor would be responsible to incorporate other resources/funding to serve the number of meals agreed upon as stated in this Contract.

- d) The Contractor shall submit by the 10<sup>th</sup> day of each month the number of NSIP eligible meals for reimbursement.
- e) The Contractor shall submit by the 10th day of each month the total meals provided the previous month. Reimbursement shall be based on the reported actual meals provided multiplied by the applicable service unit rate contained in the budget pages of the Request for Proposal.
  - (1) Meals and nutrition services must meet all applicable standards and definitions in the Contract and Appendices to qualify for reimbursement.
  - (2) In no event shall reimbursement of service exceed the total annual budget for the service, regardless of the number of service units provided by the Contractor.
  - (3) If reports are not received by the due date, the AAA retains the right to withhold reimbursement to the Contractor until such time they are received.
- f) The Contractor shall submit monthly NAPIS reports by the 10th day of each month.

- g) The federal share of the project cost is earned only when the cost is accrued and the local non-federal share of the cost has been contributed.
- h) The Contractor shall maintain records of all non-federal matching contributions and shall submit such calculation with the quarterly request to the AAA.
- i) The Contractor shall be responsible for the collection and deposit of all project income. Such income shall be reported on a quarterly basis to the AAA.
- j) Income generated as a result of the federal award must be applied to the cost of service and used to expand nutrition services. This excludes participant contributions above the agreed upon rate per quarter. The Contractor may keep participant contributions above the agreed upon rate per quarter.
- k) The Contractor shall provide quarterly and accumulated year-to-date financial and statistical reports and narrative information on prescribed forms. These reports are due the 10<sup>th</sup> day of the month following the end of the quarter and are due on April 10<sup>th</sup>, 2007; July 10<sup>th</sup>, 2007; October 10<sup>th</sup> 2007; and January 10<sup>th</sup>, 2008.
- l) A complete year end copy of all “raw food” inventories is required to be submitted to the AAA by January 31, 2008.

## **ARTICLE 5. SUBCONTRACTING**

- a) The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without written notification and prior approval of the AAA. All Subcontracts shall be subject to the requirements of this Contract and shall be submitted to the AAA on the prescribed forms. The Contractor shall be responsible for the performance of any Subcontractor.
- b) All income generated through Subcontracts shall be applied to the cost of service and used to expand nutrition services.
- c) The Contractor shall obtain a signed certification from each Subcontractor prior to engaging in service (a sample Subcontractor Certification Form is attached as Appendix A).

## **ARTICLE 6. EQUIPMENT AND SUPPLIES**

- a) The Contractor is responsible for the maintenance and repair of all equipment. Equipment loss due to theft, fire or natural disaster will be the responsibility of the Contractor and not the AAA. The Contractor shall obtain prior approval for any changes in the amount of or use of funds for capital items and in accordance with the standards specified in the Policy Manual for Title III-C Nutrition Services.

- b) The Contractor shall be responsible for maintaining inventories of equipment that are purchased through and retained by a Title III-C Nutrition Services Program and used for the delivery of nutrition services in the prescribed service area. Actual inventory counts must be recorded annually, no later than January 30. Inventories must conform with the standards set forth in OMB Circulars A-102 and 110 and in 45 CFR Parts 74 and 92 and their successors. The Contractor shall maintain a perpetual raw food inventory.
  - (i) Any replacement or disposition of property by the Contractor must meet minimum standards set forth in 45 CFR Parts 74 and 92 and their successors.
- c) The AAA reserves the right to transfer to any new grantee or contractor, equipment purchased through and retained by a Title III-C Nutrition Services Program. The AAA reserves the right to transfer to any new grantee or contractor, raw food and unused supplies, which were acquired for the delivery of Title III-C nutrition services.
- d) The transfer of equipment to a new grantee or contractor shall be only for the purpose of the continuation of Title III-C nutrition services in the prescribed service area and shall be effective January 1 of the contract year for the duration of the period set forth in the agreed upon contract.
- e) When the Contract is awarded to a new grantee or contractor, the Contractor may be due compensation for equipment transferred to the new provider. Compensation will be in proportion to the amount of the non-federal share of Title III-C funds to which the former Contractor contributed cash revenues to purchase the equipment. In determining the amount to be paid, the AAA must review inventory lists maintained by the Contractor as required by 45 CFR 74.34 or 45 CFR 92.32 and their successors, and fair market value evaluation done by a knowledgeable, neutral third party. The former Contractor will supply these documents.
- f) The Contractor is entitled to no compensation for unused supplies transferred to a new grantee or contractor when those supplies are needed by the new grantee or contractor. If the new grantee or contractor does not need the unused supplies, then the Contractor may retain the unused supplies, or sell those supplies. In either case, the Contractor must compensate the AAA for the federal portion of the funds used to purchase the supplies. Compensation is calculated as provided in 45 CFR 75.35 and 45 CFR 92.33 and their successors.

## **ARTICLE 7. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

- a) The AAA shall own all rights, title and interest in all of the materials conceived or created by the Contractor, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this contract, including NAPIS data and software, client intake forms for NAPIS, any reports including health department inspections and licenses, art work, documents, other software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form.

## ARTICLE 8. AUDIT AND RECORD DISCLOSURES

- a) The Contractor agrees to maintain all records and use all forms required by the AAA for the purpose of adequate monitoring and assessment of Project performance.
- b) In addition, the Contractor will comply with requests from the AAA for reports and surveys other than indicated, as they become necessary.
- c) The Contractor shall maintain such books, records, documents and other evidence which sufficiently and properly reflect all costs associated with the Project budget expended in the performance of this Agreement. The Contractor shall adopt and maintain all required bookkeeping and accounting procedures/practices which are necessary to account for actual service unit costs.
- d) The Contractor shall allow personnel of the AAA, the MBA, Office of State Auditor and state and/or federal officials authorized by law, regulation or agreement, access to records at reasonable hours, whether scheduled or unscheduled, in order to exercise their responsibility to monitor the services.
- e) The Contractor shall establish and maintain a separate depository for the funds provided under this Agreement and income generated by the Project. The funds shall not be commingled with funds received under any other agreement. The Contractor has the option to allow a single depository if separate fund codes are clearly established through the general ledger. At a minimum, the Contractor is responsible for weekly deposit of Project income.
- f) The Contractor shall be responsible for annual audits to be completed, in accordance with the OMB Circular A-133 and AAA audit policies and procedures, within 180 days following the end of the project year.
- g) The audit will verify, at a minimum, allowable expenses and income receipts during the contract period relative to the performance of each service and how many service units were provided. To the extent the Contractor's reimbursements during the contract period exceed the documented and allowable expenses identified by the audit, the AAA will require repayment by the Contractor of the excess payments made to the Contractor.
- h) The Contractor shall maintain records at its principal office for five years following the final audit resolution.

## ARTICLE 9. BONDING, INDEMNITY AND INSURANCE CLAUSE

- a) **BONDING.** The Contractor shall obtain and maintain at all times, during the terms of this Agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in an amount equivalent to the award.

- b) **INDEMNITY.** The Contractor does hereby agree that it will at all times hereafter, during the existence of this Agreement, indemnify and hold harmless the AAA, its agents and employees from any and all liability, loss, damages, costs, or expenses which may be claimed against the AAA or Contractor:
- (1) by reason of any service participant's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Contractor or any officer, agency, or employee thereof;
  - (2) by reason of any service participant's causing injury to, or damage to the property of another person during any time when the Contractor or any officer, agency or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
- c) **INSURANCE.** The Contractor does further agree that, in order to protect itself as well as the AAA under the indemnity agreement provisions herein set forth, it will, at all times during the term of the contract, have and maintain a liability insurance policy in the amount of \$1,640,960 per occurrence.

The Contractor, prior to commencing work, will provide to the AAA certificates of insurance indicating the required insurance and limits are and will remain in full force and effect during the terms of the Agreement.

The Contractor shall be liable at all times for damages to or the destruction of the Contractor's equipment and materials, including the loss of use thereof, regardless of how such damage or destruction occurs.

## **ARTICLE 10. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- a) It is understood and agreed that in the event that the payment from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of indicated quantity of Services, the obligation of each party hereunder may be renegotiated.
- b) This Agreement may be cancelled by the AAA at any time, with or without cause, upon 30 days written notice to the Contractor. This Agreement may be cancelled by the Contractor at any time, with or without cause, upon 90 days written notice to the AAA. In the event of such a cancellation, the Contractor shall be entitled to payment, determined on a pro-rated basis, for work services satisfactorily performed through the date of cancellation.
- c) Before the termination date specified in Article 1 of this Agreement, an evaluation of the performance of the Contractor in regard to terms of this Agreement shall be conducted.

- d) Any alterations, variations, modifications or waivers of provisions of this agreement shall be valid only upon prior approval and when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- e) No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the AAA. Such approval shall be considered to be a modification of the Agreement.
- f) No changes to the Agreement will be considered by the AAA, unless all applicable reports have been submitted. Changes to the Agreement shall entail a Contract Amendment. The AAA has sole discretion in deciding the course of action to take regarding any request for amendment.
- g) In the event that there is a revision of federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
- h) Authorized Agent for the Contractor:  
Ken Borle, Chief Financial Officer  
  
Authorized Agent(s) for the AAA:  
Linda Giersdorf, Executive Director or her designee
- i) Assignment  
The Contractor shall not assign or transfer any rights or obligations under this Contract without prior written approval of the AAA. The Contractor, by signing this Agreement, acknowledges and agrees to the AAA's assignment of administrative oversight responsibilities (including, but not limited to, payments, financial and statistical reporting and day-to-day operational issues) to the AAA.
- j) The RFP and its Appendices, the MBA Operations Manual for Area Agencies on Aging, the AAA Policy Manual and all Articles contained in this Agreement, etc. are contingent upon their compliance with the most recent amendments to the Older Americans Act of 1965 and any federal laws or circulars that supersede those referenced.

## **ARTICLE 11. OTHER CONDITIONS**

- a) It is understood by that there has been a procedural challenge to the AAA's selection of proposals for entering into 2007 nutrition services contracts. This challenge was brought before the Minnesota Board on Aging on November 15, 2006 and they unanimously voted to uphold the decision of the AAA and its selection of 2007 nutrition services providers.

It is also understood and agreed upon that in the event additional legal action is taken in regard to this matter and a legal decision is rendered that does not uphold the decision of the AAA, the 2007 nutrition procurement process is invalid and this

Contract is immediately voided.

- b) The Contractor must submit to the AAA a detailed plan for decreasing the federal cost per unit for congregate and home delivered meals, including goals, timelines and specific action steps to be taken to accomplish the goals. In addition, the plan must include policies and procedures for federal cost-cutting efforts such as closing dining sites, combining central kitchens, etc. The Contractor shall submit the completed plan to the AAA by May 31, 2007 for review and approval.
- c) The Contractor must retain all existing non-administrative staff (site managers, cooks, drivers, assistant cooks, kitchen aides, food transport drivers et al.) at or above their current rate of wages and benefits for a period of four months, except in the event of circumstances that occur which may warrant a change in personnel, at which time any action must be approved by the AAA.

## ARTICLE 12. AUTHORIZATION

- a) Entire Agreement. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the AAA relating to the subject matter hereof.

IN WITNESS WHEREOF, the AAA and the Contractor have executed this Agreement.

APPROVED:

I. Contractor: Lutheran Social Service of Minnesota

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

II. Minnesota River Area Agency on Aging

By: \_\_\_\_\_

Title: Joint Powers Board Chairman

Date: \_\_\_\_\_