

AGENCY SERVICE CONTRACT

This contract is between Community Action Team acting by and through its department of Human Services, Social Services Division, hereinafter called "CAT," and the XXXXX Restaurant, Vernonia, Oregon hereinafter called "AGENCY."

I. SCOPE OF SERVICES

A. AGENCY agrees to accomplish the following work under this contract:

1. **FOOD SERVICE** - Food Service is the production of meals for the congregate and home delivered meal recipients of the Vernonia Seniors. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served/delivered.
2. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for participants in Vernonia; and publicizing meal site in the community to enhance visibility and encourage participation. A unit is one meal served/delivered.

Scope of Work and Performance Standards and Guidelines for Service is Exhibit 1, attached hereto.

B. Services required under the terms of this agreement shall commence January 1, 2016. This agreement shall terminate June 30, 2016

II. COMPENSATION AND RECORDS

- A. **Compensation.** CAT shall compensate the AGENCY for satisfactorily performing the services identified in Section I on a reimbursement basis as described in Exhibit 2 "Budget and Units of Service" attached hereto. All compensation is contingent on CAT receiving funding from the Oregon State Unit on Aging.
- B. **Method of Payment.** To receive payment for Older American Act services, the AGENCY shall submit invoices and accompanying progress reports as required in Exhibit 2.
- C. **Record and Fiscal Control System.** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

- D. Access to Records. CAT, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.
- B. Special Federal Requirements: None
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the CAT.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the CAT, State, or Federal Government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.
- E. AGENCY is a sole proprietor or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the AGENCY has the assistance of other persons in performance of this contract, the AGENCY shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

IV. GENERAL CONDITIONS

- A. Indemnity.
 - 1. Each party shall be solely responsible for its own acts, and those of its employees and officers under this contract. The parties will, within the limits of the Oregon Tort Claims Act, hold harmless, indemnify, and defend the other party, its officers, agents and employees from all claims arising solely by reason of any act or failure to act by each party.
 - B. Insurance. During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:
 - 1. General Liability
 - a. Required by CAT Not required by CAT
- AGENCY agrees to furnish the CAT evidence of comprehensive general liability insurance in the amount of not less than \$500,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of the CAT, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The CAT, at its option, may require a complete copy of the above policy.

2. Additional Insurance Provisions

a. All required insurance shall include the following provisions.

- (1) the insurance shall include the CAT as an additional insured and refer to and support the AGENCY's obligation to hold harmless the CAT, its officers, commissioners and employees;
- (2) the insurance shall provide for 30 days written notice to the CAT in the event of cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the CAT under the insurance;
- (3) the insurance shall provide for written notice to the CAT within thirty (30) days after any reduction in the general annual aggregate limit.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and CAT.

Modification of the contract shall be mandatory under the following circumstances:

1. A significant change, as determined by COUNTY, in programs content or scope of work as described in the contract or RFP for awarding of this contract.
2. A change in any of the General or Special Provisions.

D. Termination. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.

Any such termination under D. 1, 2 and 3 of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Constitutional Limitations. Pursuant to the requirements of ORS 279.310 through 279.320 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:

- a. Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against CAT on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person

in connection with this contract as such claim becomes due, the proper officer representing CAT may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.

3. No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the employee shall be paid at least time and a half pay.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of AGENCY of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. All employers working under this contract are subject employers and are required to comply with ORS 656.017 (Workers' Compensation).

F. Contract Personnel. AGENCY shall have, or secure, all personnel required in performing the work and services under this contract. Further, AGENCY specifically agrees that its agents or employees shall possess the experience, knowledge, and skills to qualify them individually for the particular duties they perform.

1. AGENCY shall maintain a documented system of personnel policies and procedures that shall include, but not be limited to, an orderly system for hiring, dismissal, promotion, layoff, salary increase, fringe benefits, vacation salary classification plan, affirmative action and other related personnel practices. A copy of the policies and procedures shall be made available to CAT upon request.
2. AGENCY shall assure that safe and health working conditions exist at all worksites in compliance with the Oregon Safe Employment Act and rules promulgated thereunder.
3. AGENCY's employees, volunteers or agents performing under this contract are not deemed to be employees of CAT in any manner whatsoever. Employees of AGENCY shall not be entitled to any other benefits except those provided by AGENCY. AGENCY is solely and entirely responsible for its acts and acts of its agents, employees or volunteers.
4. AGENCY shall maintain the following minimum standards with regard to wages and benefits for all employees:
 - a. All employees shall receive wages and benefits which are equal to the wages and benefits required by applicable state and federal laws.

- b. AGENCY shall provide personnel administration based on merit principles and methods governing the appointment, promotion, transfer, layoff, removal and discipline of its employees, and other aspects of employment. All appointments and promotions shall be made on the basis of merit and fitness, as determined by a valid, reliable, competitive process.

G. Participant Rights

1. Client Confidentiality. All information as to personal facts and circumstances about clients obtained by the AGENCY shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her attorney, the responsible parent of a minor child, or his or her guardian except as required by other terms of this contract. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this contract. Confidentiality policies shall be applied to all requests from outside sources. CAT, the Division, the AGENCY and subcontractor, if there is one, will share information as necessary to effectively serve mutual clients.

2. The AGENCY shall have a written Grievance Procedure that contains the following elements:
 - A. A written description of the way client grievances are to be communicated.
 - B. A clear description of how grievances will be addressed by the AGENCY.
 - C. Clear and reasonable time frames for responding to grievances.
 - D. An appeals process for clients unsatisfied with the initial grievance response.

If a grievance remains unresolved after the grievance procedure has been completed, the AGENCY shall notify CAT, in writing, about the nature of the grievance(s) along with possible solution(s). CAT will attempt to mediate unresolved grievance as resources and time allow.

3. Discrimination Prohibited. It shall be a policy of the AGENCY that it shall not discriminate in admission, accessibility, treatment or employment in its programs, activities and facilities on the basis of race, religion, color, sex, marital status, national origin, age or disability. AGENCY, and any party with which it enters into formal agreements, will comply with all requirements imposed by and pursuant to the regulations of Title VI of the Civil Rights Act of 1964, as amended, ORS Chapter 659, and Section 504 of the Rehabilitation Act of 1973.

- H. Future Support. CAT makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

AGENCY:

XXXXXX Restaurant, Vernonia, Oregon

By Title

Date:

COMMUNITY ACTION TEAM, INC. (CAT)

By Title

Date

EXHIBIT 1

**Scope of Work and Service Objectives
and Elements of Completion**

A. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing Older Americans Act funded services of Food Service and Meal Site Management.

1. **FOOD SERVICE** - Is the production of meals for the congregate and home delivered meal recipients of the St. Helens Senior Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served/delivered.
2. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required

budget and program reports, providing events and activities for participants at the St. Helens Senior Center; and publicizing meal site in the community to enhance visibility and encourage participation. A unit is one meal served/delivered. One cup whole, low fat, skim, buttermilk, low-fat chocolate milk, or lactose-free milk with Vitamins A and D should be available as part of the site management. Milk alternates for the equivalent of one cup of milk include: 1 cup yogurt, 1 1/2 cup cottage cheese, 8 ounces tofu (processed with calcium salt), 1 1/2 ounces natural or 2 ounces processed cheese, 1 1/2 cups ice milk/ice cream.

B. SERVICE OBJECTIVES

1. Food Service

Objective a: To produce and deliver contracted number of meals to St. Helens Senior Center participants throughout the contract period.

Elements:

(1) AGENCY submits each month's menu to CAT by the first day of the month. Menus must meet the following standards:

(a) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council-National Academy of Science for male 70+ or female 70+, whichever standard is greater. (Milk is part of Site Management.) The following criteria must be met:

- Meat or Alternate. Each meal shall contain a two and one-half to three ounce edible portion of meat, fish, fowl, cheese, or the protein equivalent in a meat alternate. Meat alternates include cooked dried peas, beans, lentils; eggs; cottage cheese; nuts or nut butters. Part of the protein may be met by adding meat or meat alternates to fruit and vegetables. The menu must show per serving weight or measure of each food contributing to the protein requirement.

- Imitation cheese (which the Food and Drug Administration defines as one not meeting nutritional equivalency requirements for the natural, non-imitation product) cannot be served as meat alternatives.

- To limit the sodium content of the meals, serve no more than once a week cured and processed meats (e.g. ham, smoked or polish sausage, corned beef, wieners, luncheon meats, dried beef.)

- Fruits/Vegetables. Each meal shall contain two one-half cup servings or three one-third cup servings, drained weight or volume, of different fruits or vegetables including:

- A vitamin A rich food shall be served at least three times per week. A vitamin A rich food is a single serving or a combination of two servings at the same meal that contains at least one-third of the RDA for the vitamin.

- A vitamin C rich food shall be served daily. A vitamin C rich food is a single serving or a combination of two servings at the same meal that contains at least one-third of the RDA for the vitamin.
 - Juices must be 100% juice to count as a fruit/vegetable item. A vitamin C fortified fruit drink (less than 100% juice) may count as the vitamin C source but cannot count as a fruit/vegetable item and would be an extra menu item.
 - Potatoes, sweet potatoes, yams and corn may be counted as a fruit/vegetable item.
 - Rice, noodles, spaghetti and macaroni are bread alternates. Fruits or vegetables in a pasta or rice salad can count if they are at least one-third cup.
 - Dried peas, beans and lentils may be counted as a fruit/vegetable item or a meat alternate, but not both in the same meal.
 - For any stew, soup, casserole, gelatin or other combination dish to count as a fruit/ vegetable item, it must contain at least one-half cup of fruit and/or vegetable.
 - When fruit is used as a dessert, it must contain at least one-half cup of fruit and or vegetable.
- Bread or Alternate. Each meal shall contain one serving whole grain or enriched bread, biscuits, muffins, rolls, sandwich buns, cornbread, crackers, coffee cake, bread sticks or other breads. Bread alternates include enriched or whole grain cereals, rice, spaghetti, macaroni, noodles, dumplings, pancakes, waffles, and tortillas.
- Dessert. Serving a dessert is at the discretion of the center. Healthier desserts which include fruit, whole grains, low fat products and/or limited sugar are encouraged. Fresh, frozen or canned fruits packed in their own juice are encouraged as a dessert item in adaptation to the serving of fruit provided as a part of the meal. Limit the high sugar or high fat dessert items provided to three times per week.
- Condiments & Garnishes. Include traditional meal accompaniments as appropriate, e.g., condiments, spreads, garnishes. Examples include: mustard and/or mayonnaise with a meat sandwich, tarter sauce with fish, salad dressing with tossed salad, margarine with bread or rolls. Whenever feasible, provide reduced fat alternatives. Minimize use of fat in food preparation. Fats should be primarily from primarily vegetable sources and in a liquid or soft (spreadable) form that are lower in hydrogenated fat, and cholesterol.
- (b) CAT's Nutrition Specialist will review menus monthly to certify nutrition compliance.

- (c) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
- (d) Menus shall be planned to avoid too much fat (especially saturated fat), cholesterol, sodium, and refined carbohydrates (sugars). No tropical oils or products containing these oils shall be used. Salt should not be added in cooking. Foods naturally high in sodium should not appear in the same meal.
- (e) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
- (f) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed by a supervisor. Meal sites need to be informed of changes as soon as possible as they are required to post the menu.

Objective b: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

- (1) Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners, or fresh fruits and fruits canned in juice.
- (2) Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium.
- (3) Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat.

Objective c: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective d: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- (1) All Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed. Compliance with federal, state and local fire, health, sanitation, safety and building coeds, regulations, licensior requirements, and other provisions relating to the public health, safety, and welfare, applicable to each food preparation site and food service vendor/caterer

used in the Senior Nutrition program is required in all stages of food service operation.

- (2) Inspection Reports. Copies of all current inspection reports by health department staff, registered sanitarian, or fire officials should be kept on file by the provider and posted at the meal site. A copy of each inspection report is to be mailed to CAT within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- (3) Temperature checks should be taken with a food thermometer daily at the time the food leaves the production area, upon arrival if food is prepared off site, and again at serving time. Records of these temperatures checks should be kept in the nutrition program files.
- (4) Each meal site is required by state sanitation laws to control access to the kitchen to those who work in it.

Site Preparation Procedures

- a. Food 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.
- b. Effective procedures for sanitizing dishes, equipment, and work areas should be written, posted, and followed consistently.
- c. Hot food items must be maintained at or above 140 degrees Fahrenheit and cold food items must be maintained at or below 41 degrees Fahrenheit throughout the period of meal service. In order to retain maximum nutrition value and food quality, foods should be served as soon as possible after preparation.

Meal Delivery Procedures

- a. Sanitation Requirements for Home-Delivered Meals
 1. The meal will be delivered directly to the participant or as otherwise directed by the participant in accordance with food safety guidelines.
 2. Frozen or chilled meals not intended for immediate use will be placed in the freezer or refrigerator as appropriate.
 3. The meal delivery driver or supervisor of volunteer drivers will assure daily recording of delivery of each meal to each participant.
- b. Meal Packing Supplies and Carriers
 1. Meal packing supplies and carriers will be used that assure that hot foods are packaged and transported in separate carries from cold foods.
 2. Meal carriers used to transport food will be enclosed and equipped with insulation and supplemental hot or cold sources as needed to maintain appropriate temperatures.
- c. Refrigerated Foods: Food requiring refrigeration will be pre-chilled in less than 4 hours and held at or below 40 degrees Fahrenheit throughout transport.

d. Hot Foods: Food requiring heated storage will be held at or above 140 degrees Fahrenheit throughout transport.

Objective e: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- (1) AGENCY must have at least one employee in the kitchen who has completed food service sanitation course.
- (2) AGENCY must have a new employee orientation.
- (3) AGENCY must have a training plan that includes training for employees and supervisory staff.

2. MEAL SITE MANAGEMENT

Objective a: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- (1) Procurement of milk is part of site management.
- (2) Packaging of home delivered meals is part of site management.

Objective b: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective c: To determine eligibility of participants and target services to individuals who are in the greatest economic or social need, with particular attention to low-income minority individuals.

Exhibit 2 Reporting Requirements

A. INVOICES

AGENCY shall submit monthly invoices in a format designated or approved by CAT. Invoices are due by the 10th of the subsequent month. The CAT shall make payment to AGENCY within 20 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear the AGENCY's name and address and be signed by an authorized representative of AGENCY. The authorized signator of the invoice shall verify that the services purchased have been performed.

AGENCY shall submit the following invoices and reports:

1. Monthly financial summary including match and program income for the following Older Americans Act funded services:
 - a. OAA Food Service - number of meals prepared and served at the St. Helens Senior Center
 - b. Site Management - number of OAA meals broken out by congregate and home delivered.

Withholding of Contract Payments: Notwithstanding any other payment provision of this agreement, should the AGENCY fail to submit reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, the CAT shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until the AGENCY submits required reports, performs required services, or establishes to the CAT's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence of the AGENCY.

AGENCY shall return to the CAT all funds which were expended in violation of this contract.

B. AUDIT/MONITORING

AGENCY shall permit authorized representatives of the CAT and other applicable audit agencies of the state or federal government, to review the records of the AGENCY in order to satisfy program audit and evaluation purposes deemed necessary by the CAT and permitted under law.

AGENCY agrees to participate with the CAT in any evaluation project or performance report, as designated by the CAT or applicable state or federal agency, and to make available all information required by any such evaluation process.

C. ADMINISTRATION

The AGENCY shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports

D. PAYMENT

CAT will reimburse the AGENCY at the rate of \$6.00 per meal for each home delivered meal provided to an eligible client. The maximum number of meals to be served per month is 200. This meal reimbursement is contingent on CAT receiving completed NAPIS forms for seniors 60 and over and CAT receiving USDA meal reimbursement funds from the Oregon Senior & Disabled Services Division.