

Agreement

This Agreement is entered into between Champlain Valley Agency on Aging (CVAA) and The Dam Diner to provide nutrition services to people 60 years of age or older to assist these people to continue to live independent lives, as authorized by Title IIIC of the Older Americans Act (“Nutrition Program”). The Dam Diner will provide meals to seniors in a community meal setting in Milton and surrounding areas.

The term of the Agreement begins June 1, 2016.

Scope of Services to be performed by The Dam Diner

The Dam Diner will provide quality, hot nourishing meals to eligible seniors 7 days a week. Meals will meet the following minimum nutrition requirements mandated by the Older Americans Act, which requires that each meal served must provide at least 1/3 of the RDA for older adults and comply with the Dietary Guidelines for Americans. The Meal Plan Guide below is designed to help satisfy these requirements.

Meal Plan Guide

Food Group	Serving Size	Options
Meat/Meat Alternates	2-3 ounces, cooked weight	Lean meat, fish, and poultry. May use meat alternates such as eggs, legumes, cheese, tofu.
Fruits and Vegetables Combined total of 1 ½ servings daily	Fruits: ½ cup, 100% fruit juice, ¼ cup dried fruits Vegetables: ½ cup vegetables, 1 cup fresh leafy greens, 6 oz. vegetable juice, ½ cup tomato sauce	Fruits - Fresh, frozen, canned or dried Vegetables - fresh, frozen, raw, or canned vegetables, 100% vegetable juice, potatoes always count as a vegetable.
Grains and whole grains (combined total of 2 servings - 50% must be whole grain)	1 oz slice ½ cup	Whole grain bread, muffins, biscuits, rolls, quick breads Rice, noodles, macaroni, pasta, couscous.
Milk/Milk products	8 ounces	Preferably low fat or skim or one cup low fat yogurt
Fat	1 teaspoon oil, margarine or butter	Optional
Dessert	½ cup or 1 serving See equivalents in Orange Manual	Nutritious desserts are preferred such as fruit, puddings, cobblers, crisps and fruit pies. Pumpkin pie, muffin or carrot cake provides Vitamin A. Baked goods containing one serving of whole grain can count towards the whole grain requirement.

- A total of 1½ servings fruit and/or vegetables must be served each day in any combination
- A maximum of one high sodium food may be served each week
- A good source of Vitamin A must be served at least every other day (for 5 days a week program).
 Sites serving 2 days or less must have vitamin A at each meal
- One vitamin C rich food daily

For a full description of meal planning and food safety, see the Orange Manual – the Vermont Guide to the Older Americans Act Nutrition Program at <http://www.mealsonwheelsamerica.org/docs/default-source/research/retirement-research-foundation/vermont.pdf>

Local Foods

The Dam Diner will work with CVAA, local farmers, community organizations, food suppliers and others to increase the availability in its meals of fresh, locally produced food. When fresh food is not available, frozen is to be used. Canned vegetables are a last choice and should be used at a minimum. (See *Local Foods Pledge Attachment A*).

CVAA reserves the right to monitor the quantity and quality of food prepared.

Menus will be prepared in advance and must be approved by CVAA's Nutrition Director or Associate Nutrition Director. All menus will be reviewed by a CVAA registered dietitian who will meet with the Dam Diner if assistance is needed.

Authorized representatives of CVAA shall have the right to inspect The Dam Diner's food preparation site during the term of contract.

The Dam Diner shall conform to all health and sanitation requirements of the State of Vermont. The Dam Diner shall provide CVAA with a copy of the health certificate and all inspection reports or citations.

Community Meals

The number of meals to be prepared each day is determined by the number of reservations from the mealsite(s). The actual meal count will be given by telephone, or computer, to the Dam Diner before 3:00 p.m. the previous day. The Dam Diner will keep records necessary to the Nutrition Program. If agreement also includes ticket program, all tickets received by the Dam Diner should be legibly signed by the participating senior. CVAA will reimburse for all signed tickets received from the Dam Diner.

Compensation

CVAA will compensate the Dam Diner \$5.00 for each meal. The Dam Diner will bill CVAA by the 5th day of the following month. The Dam Diner will maintain financial records for CVAA nutrition programs funded with this agreement with sufficient evidence and documentation to meet accepted accounting procedures. These records will be made available to CVAA and its authorized representative's at all reasonable times for inspection review and audit.

Insurance

The Dam Diner agrees to carry all of the following and provide certificates of insurance to CVAA within 10 days of the signing of this contract:

- Worker's Compensation, as prescribed by the State of Vermont
- Comprehensive general liability insurance, including coverage for products liability, bodily injury, contractual liability, and property damage in the combined single limit of at least \$1,000,000 to insure against any loss or damage caused by The Dam Diner's negligent act or omission, the negligent act or omission of its agents or employees, or theft or other intentional misconduct by the Dam Diner or its employees.
- The insurance policies must name CVAA as co-insured. The policies shall contain a covenant by the company(ies) issuing them that the policies shall not be cancelled or terminated by the issuing company unless a thirty (30) day written notice of expiration or cancellation first be given to CVAA.

Indemnification

The Dam Diner shall be liable, and agree to be liable for, and shall indemnify, defend, and hold CVAA harmless for all claims, suits, judgments, or damages arising from the delivery and management of the nutrition program services pursuant to the agreement. This indemnification includes, but is not limited to, any loss or damage caused by The Dam Diner's negligent act or omission, theft by the Dam Diner's employees or negligent acts or omissions of the Dam Diner's agents, employees or sub-contractors, and any suit alleging personal injury, sickness, or disease arising out of the consumption of meals or other foods delivery by The Dam Diner

Termination

Either party may terminate this agreement upon two weeks prior written notice to the other party of its intent to terminate the contract.

All notices to CVAA shall be addressed to:

CVAA
76 Pearl Street, Suite 201
Essex Junction, Vermont 05452

And all notices to The Dam Diner shall be addressed to:

The Dam Diner
Attn: Ed Hanlon
595 Dorset Street, Ste. 10
So. Burlington, Vermont 05403

Choice of Law

This contract will be governed by the laws set down in the Older Americans Act, the Americans with Disabilities Act, and applicable Vermont and federal statutes and regulations.

Wages and Salaries

The Dam Diner is an independent contractor and not an employee of CVAA in operating the aforementioned services. The Dam Diner shall pay its food service employees not less than the prevailing rates for food service employees as established by the Secretary of the Department of Labor.

Equal Employment Opportunity

The Dam Diner's employment decisions are based on merit and business needs, and not on race, color, religion, gender, age, creed, marital or civil union status, national origin, sexual orientation, gender identify, ancestry, place of birth, citizenship, veteran status, or disability, or any other characteristic protected under state or federal laws.

Subcontract

This contract shall not be subcontracted, in whole or in part, without the express written consent of CVAA.

Assignment

This contract shall not be assigned, in whole or in part, without the express written consent of CVAA.

Integration and Amendment

This agreement represents the entire agreement of the parties and may only be amended in writing signed by both parties.

Mandated Reports – Abuse, Neglect, and Exploitation of Vulnerable Adults

CVAA staff, as well as certain staff of senior centers and organizations that operate senior nutrition programs, are required to report suspected abuse, neglect, and exploitation of vulnerable adults. This includes at least one person at each organization that provides these services and any staff who have direct and frequent contact with vulnerable adults. To contact Adult Protective Services with questions about these responsibilities or to file a report of suspected abuse, neglect, or exploitation, call 1-800-564-1612.

Confidentiality Policy

CVAA is committed to protecting the confidentiality of its clients as set forth in the Older Americans Act, as well as AHA (Vermont Agency of Human Services) Rule No. 96-23. The Dam Diner must have current procedures in place to protect the confidentiality of information about older persons collected in the delivery of services pursuant to this agreement. The procedures must ensure that no information about an older person, or obtained from an older person, is disclosed by the Dam Diner, its agents, employees or volunteers in a form that identifies the person without the informed consent of the person or his/her authorized representative.

Marketing and Outreach of Senior Services

CVAA and The Dam Diner agree to work in partnership to promote the Nutrition Program and an essential opportunity for seniors to integrate and engage socially with other members of the community. In order to support seniors with other needs for community resources to help them stay independent in their homes. The Dam Diner will publicize CVAA’s Senior HelpLine number (1-800-642-5119) with posters or signage provided by CVAA, and make periodic verbal announcements, as agreed to by CVAA.

In order to further promote the program, the Dam Diner will co-brand with CVAA. For example, if a menu is sent to the local media for publication, the Dam Diner will include the line, “Made possible by CVAA”. Additionally, the Dam Diner will prominently display signage, provided by CVAA, with the Dam Diner and CVAA’s respective logos, indicating that the Dam Diner program is “Made possible by CVAA”.

In witness whereof, the parties have caused this agreement to be signed by their duly authorized representatives.

The Dam Diner Date _____

By: _____ Its: _____

Champlain Valley Agency on Aging Date _____

By: _____ Its: _____