

Nutrition Provider Agreement Attachment A

1. The Provider agrees to fulfill all terms of the contract as listed in the Nutrition Standards, Kitchen Sanitation requirements, and Menu policies for the Massachusetts Nutrition Program for the Elderly, unless modified or changed in the body of this contract, and other terms as noted herewith.
2. The Provider shall prepare all meals and other food in the commissary of NRM Catering, 530 Washington Street, Stoughton, MA 02072. The Provider will be responsible for the delivery of these meals to the sites so specified in this Agreement.
3. The Provider will be responsible for sanitizing all equipment in order to be in full compliance with the Health Department's regulations.
4. It is the responsibility of the Provider and the ASAP to notify each other prior to 6:30 a.m. of a site closing due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. If food is lost due to closing, the financial burden lies with the Provider, not the ASAP if the appropriate procedures for closing have been followed.
5. The Provider shall purchase, for the account of the ASAP, the food required for the meals and other food to be delivered to the ASAP under this Agreement. The Provider shall prepare special foods for special occasions (holidays and birthdays) for which the ASAP will give two weeks' notice. The meals shall contain a minimum amount of salt. Flavoring agents containing no sodium shall be used whenever appropriate. It is also required that the Provider maintain an active Kosher certification.
6. The ASAP shall evaluate the menu cycle and suggest changes ongoing where necessary. Such changes will conform to the prices as set forth in the Agreement. An eight (8) week menu cycle will be agreed upon by the ASAP and the Provider four (4) weeks prior to initiation of said menu and will be made available to the ASAP two (2) weeks in advance.
7. Upon receipt of the product, the ASAP will be responsible for maintaining said product at correct temperature and will observe proper sanitation practices when serving.
8. The ASAP shall be responsible for inspecting the Provider's food preparation, packaging, storage areas and food containers being used to determine the adequacy of the Provider's cleaning, sanitation, and maintenance practices.
9. The ASAP shall determine the adequacy of the Provider's storage and record-keeping practices so as to insure the safekeeping of all food.
10. The Provider shall comply with all Federal, State, and Local Laws and regulations governing the preparation and handling of food; shall procure and keep in effect all necessary licenses, permits and food handler's cards as are required by law; shall post such licenses, permits and cards in a prominent place within the meal preparation areas as required. The Provider shall keep itself informed of and will comply with meal-type requirements of the Department of Health and Human Services. The Provider shall comply with all applicable Federal, State, and Local Laws and regulations pertaining to wages and hours of employment. The Provider shall keep a sample of each meal prepared and will retain same for forty-eight (48) hours. Any expense in analyzing these samples will be borne by the Provider.
11. The Provider shall, during the course of the contract, agree to conduct a minimum of one (1) in-service training program per year for the ASAP members/site personnel on such subjects as sanitation, portion control, waste, supply control, menu commentary, and other subjects as may be considered appropriate. The Provider further agrees to accompany the ASAP members, staff or others, as designated, on a minimum of one (1) site inspection per year, and shall furnish a written report of all such inspections. If major problems in food service at sites are found to exist, the Provider shall work with the ASAP personnel to correct the problems.
12. The Provider will designate a Manager for the ASAP's elderly nutrition program who will have the authority to make daily quantity and schedule adjustments at the direction of the ASAP's members. The Provider's Manager will be available to the ASAP's members on a daily basis. In the absence of the Provider's Manager,

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another person specifically designated by the Provider shall be assigned as substitute. If major problems in food service are found to exist the Provider shall work directly with the appropriate site personnel to affect a satisfactory solution. Food shall not be prepared more than twenty four (24) hours in advance of the estimated serving time.