

SAMPLE FOOD SERVICE CONTRACT

THIS CONTRACT is entered into between the Area Agency on Aging for North Florida, Inc., hereinafter referred to as the "Purchaser," and _____, hereinafter referred to as the "Provider".

WITNESS TO:

WHEREAS, the Area Agency is the sponsor of several programs provided to senior citizens through Calhoun County Senior Citizens Association, Gadsden County Board of County Commissioners Elderly Affairs Department, Holmes Council on Aging (includes Washinton County site), Jackson County Senior Citizens Organization, Liberty County Senior Citizens Association (includes Franklin and Gulf County sites), Senior Citizens Council of Madison County, Taylor Senior Citizens Center, Wakulla Senior Citizens Council, all of which are hereinafter collectively referred to as the "Projects," and;

WHEREAS, the Provider is a food service vendor which has the technical knowledge, skilled staff and facilities required to supply the meals needed by the Projects.

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree to the following conditions and provisions:

ARTICLE I - KITCHEN FACILITIES

- A. The Provider will utilize only those kitchen facilities which have been inspected by and meet the approval of the Purchaser according to State requirements or law.
- B. The Provider will have production capacity to provide the number of pre-plated meals ordered by the Projects which are of the content, quality and quantity prescribed herein.
- C. The Provider will ensure the guidelines set forth in the DOEA Programs and Services Handbook, Chapter 5, Section VII regarding Food Preparation and Safety Standards are met.

ARTICLE II - MEAL ORDERS

- A. Using a form prescribed by the Provider, the Project will submit to the Provider weekly meal orders indicating the quantity and type of meals to be delivered at each delivery site. Such notification will constitute a purchase order.
- B. Meal orders will be received by the Provider not less than ten (10) serving days prior to the first serving day included on the order.

ARTICLE III - MEAL PRICE

A. During the period of this Agreement, the price of each meal will be as follows:

1000 - 1100	Meals per day	\$
1101 - 1200	Meals per day	\$
1201 - 1300	Meals per day	\$

B. The above price is based upon the Purchaser's estimate that a daily average of _____ meals will be ordered during the period of this contract. If the actual daily average of meals ordered during any consecutive three months period falls below the minimum _____ meals per day by ten percent or more or increases above the maximum _____ meals per day by ten percent or more either party may request renegotiation of the meal price.

C. Additionally, the contracted price per meal will be subject to upward or downward adjustment during the period of this contract as follows:

Either party may semi-annually request renegotiation of the price per meal based upon changes in the government price indices shown below. The proposed impact of changes in these indices on the meal price will be determined by multiplying the percentage change in the index by the ratio of the associated cost category to total price as shown below.

<u>APPLICABLE ANNUAL INDEX TO BE USED</u>	<u>COST CATEGORY</u>	<u>PROVIDER'S COST</u>	<u>% OF CHANGE</u>
Minimum Wage Guideline	Labor	_____	_____
Producer Price Index (Food Only)	Food	_____	_____
Consumer Price Index (All Items)	Transportation	_____	_____
Consumer Price Index (All Items Less Food)	Profit	_____	_____
Consumer Price Index (All Items Less Food)	Other	_____	_____
TOTAL		100%	

- D. Negotiations regarding adjustment of the meal price may include consideration to menu changes or other aspects of service delivery to avoid or reduce the price adjustment.
- E. Any price adjustment agreed upon by both parties and evidenced by amendment of this contract will be applied to the meals purchased during the following quarter after price negotiation is completed.

ARTICLE IV - SERVING DAYS

- A. Projects' serving days will be Monday through Friday, except those weekdays on which holidays are observed, or where fewer days have been agreed upon by between the Purchaser and Project. It is expressly understood that the annual number of serving days and the holidays observed may vary among Projects.
- B. No less than ten (10) days prior to the end of each quarter the Projects will notify the Provider, in writing, of the planned holidays and the number of planned serving days to be observed by Projects during the following quarter.

ARTICLE V- DELIVERIES

- A. Deliveries of meals will be made to each delivery site identified on Attachment A on weekdays, excluding holidays, between 8:00 a.m. and 4:30 p.m. Detailed scheduling times will be agreed upon by the Provider and the Projects.
- B. The Provider shall notify the Projects immediately when an emergency arises that precludes delivery of meals by the scheduled time. The Provider shall cover all additional costs incurred by having to obtain meals through an alternate source due to non-delivery or late delivery should that become necessary.
- C. The Provider may decide for delivery of dairy products to delivery sites, not less than twice weekly, by vendors local to those sites, based upon the menu requirements and number of meals ordered by the Projects. The local dairy vendor will invoice and receive payment from the Provider.
- D. The Provider may make arrangements for delivery of bread and/or bread alternate to delivery sites, not less than once weekly, by vendors local to those sites, based upon the menu requirements and number of meals ordered by the Projects. The local baked products vendor will invoice and receive payment from the Provider.
- E. Produce for fresh fruit and salad menu items may be ordered and received by each Project from a local produce vendor. The local produce vendor will invoice and receive payment from the Project. The Projects meal price with the Provider will be adjusted to reflect local purchases of produce products.

ARTICLE VI - DELIVERY EQUIPMENT

The Provider will utilize or arrange for the utilization of appropriate and sufficient equipment to transport the meals to the site and drop-off points, capable of holding/transporting the product at the required temperatures, taking into consideration the elapsed time from preparation to site delivery.

ARTICLE VII - DELIVERY VEHICLE

- A. Meals shall be delivered to designated sites by the Provider in vehicles furnished and operated by, or obtained by, the Provider.
- B. The Provider shall be responsible for loading delivery equipment on said vehicles and for delivering meals inside the designated site as instructed by the Project.

ARTICLE VIII - TEMPERATURE

The Provider will store and transport meals in such a manner that the following maximum temperature specifications are maintained at all times until delivery is made to delivery sites.

Frozen foods: 0 degrees

Neutral foods: room temperature

ARTICLE IX - MEAL SPECIFICATIONS

- A. The Provider will supply meals which each contain a minimum of one-third (33-1/3%) of the Dietary Reference Intake/Adequate Intake (DRI/AI) for a moderately active 51-year-old adult, as established by the Food and Nutrition Board of the Institute on Medicine of the National Academy of Sciences and follow the state meal pattern.
- B. The Provider will supply meals, each of which includes the items in the quantity indicated in the Department of Elder Affairs Program and Services Handbook, dated February 2023. Specifications are outlined in Chapter 5, Section VI.

ARTICLE X - MENUS

- A. The Provider will develop menus in accordance with the Department of Elder Affairs Programs and Services Handbook, dated February 2023, Section VI: Menu Review and Approval.
- B. New menu cycles will be adjusted whenever appropriate to allow for variety in

menus, to lower meal cost, to accommodate seasonal availability of raw food items, to reflect consumer preferences, but no less often than semi-annually and with approval of the Purchaser's Dietitians.

ARTICLE XI - FOOD PREPARATION AND PACKAGING

- A. Frozen meals will be supplied in three-compartment oven/microwaveable trays heat sealed with an oven-stable plastic wrap. The Provider will attach to the oven-stable plastic wrap of each three-compartment oven/microwaveable tray a label with instructions for cooking a single meal in a conventional and microwave oven, menu number, meal components and best used by date.
- B. With consideration given to the make and model of the ovens used at Project sites to cook the frozen meals, the Provider will provide each Project with instructions for conventional cooking.
- C. Meats must be prepared as required by a source that is licensed under a state or federal regulatory program.
- D. Fish fillets must be boneless.
- E. Margarine pats (1 teaspoon each) will be provided by the case.
- F. Milk products used and served must be pasteurized. Fluid milk shall meet Grade A quality standards. Milk and Juices will be packaged in individual serving size cups or cartons.
- G. Fruits and puddings, pre-cupped in individual servings, baked desserts and diabetic desserts will be shipped and delivered in master cases. Individual servings will be labeled as to food and flavor contents. As approved by the Purchaser, fresh fruits may be purchased locally and served as the dessert component of a meal.
- H. Foods must be prepared with consideration for dental problems of the elderly.
- I. Condiments in individual packets will be provided as appropriate and will be specified in menus. Examples: mustard, ketchup, grated cheese, syrup, salad dressing.

ARTICLE XII - DISPOSABLE SUPPLIES

- A. The Provider will supply the following Type A disposable supplies, all except trays to be ordered by Projects as needed, at no additional cost:

Three (3)-compartment, oven/microwaveable tray for frozen meals
Paper bags (for home delivered meal side items)
Poly bags (to serve bread in)
Salt (individual serving packet)
Pepper (individual serving packet)
Oleo (individual serving packet)

- B. The Provider may also supply the following Type B disposable supplies at the prices per quantity reflected in the price schedule included in Attachment B:

Heavy weight Tableware (knives, forks, spoons)
Straws
Napkins
Cups (8 oz. Styrofoam)

- C. Plastic and paper disposables will be supplied in bulk to delivery sites, as ordered by Projects, on a schedule and in quantities sufficient to maintain a five (5) day supply at each site.

ARTICLE XIII - SHORTAGES

Should the Project determine that shortages in deliveries are excessive and chronic, the Project must submit a written appeal to the Purchaser with documentation of alleged shortages attached. The Purchaser will provide a Facilitator in such conflicts with the decision for settlement of disputes to be abided by both Project and Provider. Upon request by either the Project or Provider, or both, the Purchaser will provide written documentation upon which a decision is based.

ARTICLE XIV- INVOICING AND PAYMENT

- A. The Provider will prepare and submit with each delivery a packing list which will include the date of shipment, the intended delivery site, and the quantity and type of meals and/or related supplies included in the delivery. The Project's representative will verify deliveries against the packing slip. Projects will be invoiced according to packing lists unless shortages and/or damages are noted and reported to the Provider by 2:30 p.m. on the day following the delivery date.
- B. The Provider will submit an invoice for payment to each Project on an agreed date each month. Each invoice will be based upon the number of meals delivered to each Project during the period for which payment is being requested.
- C. The Projects will pay correct invoices within thirty (30) days of receipt. The

Provider agrees to indemnify and hold the Purchaser harmless for any non-payment of invoices by the Projects.

- D. The Purchaser, Projects and Provider will cooperate when audits, close-outs, and accounting requirements necessitate a temporary adjustment in billing procedures.

ARTICLE XV- SUBCONTRACTS AND ASSIGNMENTS

- A. The Provider will not enter into any subcontracts for preparation of meals under this Agreement and will not assign its Agreement or any interest therein, without advance written approval of the Purchaser.
- B. When written approval of a subcontract for preparation of meals under this contract is given, the Provider will remain liable to the Purchaser for the performance of all the Provider's obligations under the terms of this agreement.

ARTICLE XVI. - INSURANCE AND COMPLIANCE

- A. The Provider will employ enough persons to provide the food service under this Agreement. The Provider will hire and dismiss all its employees in accordance with state and local standards and regulations for the employment of food service personnel.
- B. The Provider will procure and maintain Worker's Compensation Insurance as prescribed by the laws of the State of Florida.
- C. The Provider will procure and maintain comprehensive bodily injury and property damage liability insurance. Limits of liability will be, at a minimum: bodily injury - \$300,000.00, and property damage - \$100,000.00.
- D. The Provider will place in escrow the amount of \$50,000.00 at the bank of its choice, for the purpose of covering non-performance of this contract by the Provider. Prior to the initiation of services, the Provider will provide proof of such deposit, including the name and address of the bank and the escrow account name and number. In lieu of an escrow account, the Provider may present the Purchaser with an irrevocable letter of credit from the bank of its choice.
- E. Procure Product Liability Insurance in the amount of \$1,000,000.00.
- F. Furnish the Purchaser Certificates of Insurance (outlined in B, C, D and E above) to demonstrate that it has procured the required insurance. Said certificates of insurance should be sent to the Purchaser directly by the insurance agency and will be received by the Purchaser prior to the initiation date of this Agreement.

The Purchaser will be listed as an additional insured.

- G. The Provider will comply with all applicable accrediting standards and any other standards or criteria established by the State of Florida and its Agencies to assure quality of service.
- H. The Provider will comply with all federal, state, and local laws and regulations governing the preparing, handling, and transporting of food, and will procure permits and food handlers' cards as are required.
- I. The Provider will provide copies of required inspections to the Purchaser following completion and any remediation, if required.
- J. The Provider will maintain a written food safety and sanitation program in accordance with Department of Elder Affairs Programs and Services Handbook, dated February 2023.

ARTICLE XVII - INDEMNIFICATION

- A. The Provider will act as an independent contractor and not as employee of the Purchaser in providing services to the Purchaser.
- B. The Provider will be liable for its negligence and the negligence of its agents and employees and agrees to indemnify, defend and hold the Purchaser, the Projects and the State harmless from any and all liabilities arising out of or in connection with the negligence or willful misconduct of the Provider, including any and all attorney's fees and costs incurred by the Purchaser, the Projects or the State in connection with the negligence or willful misconduct of the Provider, its agents or its employees.

ARTICLE XVIII - AUDITS AND RECORDS

- A. The Provider will maintain financial records and reports relating to funds paid under the Agreement and will make available to the Purchaser upon request all records bearing upon food purchase, storage, food preparation, and transportation directly related to meals.
- B. The Provider will retain all books, records, and other documents relative to this Agreement for a period of five (5) years, and in the cases of audit exception, until such exception has been cleared or resolved to the satisfaction of the Purchaser, State of Florida Department of Elder Affairs and the Federal Government. Federal auditors, the Comptroller General of the United States, the State of Florida, and its agencies will have full access to, and the right to examine, any of said materials during said period.

- C. The Provider will submit annually to the Purchaser a copy of its corporate audit report or report of annual review performed by an independent Certified Public Accountant.

ARTICLE XIX - MONITORING

The Purchaser will be represented in its overall food service operations by the Purchaser's own employees: the Executive Director, Director of Contracts and Administration, Director of Planning and Programs and others designated by the Executive Director who will have the right and authority:

- A. To inspect any food to determine compliance with the Purchaser's specifications and to reject food not meeting such specifications.
- B. To have access to the Provider's purchase records bearing upon food purchased for the Purchaser, for review, as determined necessary by the Purchaser.
- C. To supply or approve the menus and standardized recipes for meals and other food to be served so as to insure compliance with the specifications contained herein and/or, at a minimum, of the Department of Elder Affairs meal type requirements; to inspect the meals served to determine compliance with said specifications and requirements; and to require projects to withhold payment for meals not meeting prescribed specifications or requirements.
- D. To require that the Provider's employees conform with the Purchaser's and the local Health Department's requirements for food service personnel.
- E. To inspect, at any time, the food preparation, storage, and service areas to determine the adequacy of the Provider's cleaning and sanitation practices.
- F. To determine the adequacy of the Provider's storage practices and record-keeping to ensure the safekeeping of all food including that donated for use of the Purchaser and, in connection therewith, to have ready access to the related food inventory control record of the Provider.
- G. To follow up on any complaints made by the Projects regarding the performance or service of the Provider or its agents.

ARTICLE XX - AREA AGENCY PROGRAM OPERATIONS

- A. The Area Agency's Director of Planning and Programs, or designated staff is required to ensure annual monitoring of the Provider's production facility occurs either by the AAA directly or through shared monitoring and reporting by another

AAA or nutrition project in the State.

- B. The Area Agency's Director of Planning and Programs, or designated staff will review a menu survey of Project's congregate and home delivered meal recipients semi-annually.
- C. The Director of Planning and Programs will serve as AAA liaison to the Provider, Provider's Kitchen Manager, and the Purchaser and serve in a problem-solving capacity where needed.

ARTICLE XXI - TERMS OF AGREEMENT

- A. **TERMINATION AT WILL:** This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- B. **TERMINATION BECAUSE LACK OF FUNDS:** In the event funds to finance this Agreement, or part of this Agreement, become unavailable, the Purchaser may terminate the contract upon no less than twenty-four (24) hours' notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Purchaser shall be the final authority as to the availability of funds.
- C. **TERMINATION FOR BREACH:** Unless the Provider's breach is waived by the Purchaser in writing, or the Provider fails to cure the breach within the time specified by the Purchaser, the Purchaser may, by written notice to the Provider, terminate this contract upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Purchaser's right to remedies at law or to damages.
- D. **EFFECTIVE DATE:**
 - 1. This contract shall begin on July 1, 2026, unless otherwise indicated by the Purchaser.
 - 2. The contract will end on June 30, 2027, and may be extended for two additional one-year periods as the Purchaser and the Provider may agree upon.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized representatives.

FOR THE PURCHASER:

Executive Director
Representative's Title

Representative's Signature

Date

Witness

FOR THE PROVIDER:

Representative's Title

Representative's Signature

Date

Witness

ATTACHMENT A

DRAFT MEAL DELIVERY SITES

Calhoun County Senior Citizens Association, Inc.
16859 Cayson Street
Blountstown, Florida 32424

Marilyn Russell
(850)674-4163

Gadsden County BCC-Elderly Affairs Dept.
79 Dr. LaSalle Leffall Drive
Quincy, Florida 32351

LaToya Fryson
(850) 627-9758

Center for Active Aging in Jefferson County

Heather Kirwan
(850)488-0055, ext. 224

Liberty County Senior Citizens Association, Inc.-
Gulf County Branch
Highway 20 South
P.O. Box 730
Bristol, Florida 32321

Stormy Johnson
(850)643-5613

and Two additional Sites, under contract with LCSCA:

- Elder Care Community Council, Inc. (Franklin County)
- Gulf County Senior Citizens Association, Inc.

Holmes Council on Aging, Inc.
210 West Kansas Avenue
Bonifay, Florida 32425
and Washington County site

Michael Brown
(850)547-2345

Jackson County Senior Citizens Organization, Inc.
Graceville Site:
5400 Cliff Street
Graceville, Florida 32440

Josephine Blandenburg
Site Coordinator
(850)263-4650

Marianna Site:
2931 Optimist Drive
Marianna, Florida 32448

Denease Rhynes
(850)482-5028

Senior Citizens Council of Madison, Inc.
1161 SW Harvey Green Drive
Madison, Florida 32340

Lisa Burnham
(850)973-4241

Taylor Senior Services, Inc.
800 West Ash Street
Perry, Florida 32347

Rachel Russell
(850)584-4924

Wakulla County Senior Citizens Council, Inc.
33 Michael Drive
Crawfordville, Florida 32327

Lara Edwards
(850)926-7145

