

BRISTOL ELDER SERVICES, INC.

TITLE III-C

**NUTRITION PROGRAM
BID SPECIFICATIONS**

OCTOBER 1, 2024 - SEPTEMBER 30, 2027

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NOTICE TO BIDDERS

Proposals are due to Bristol on Friday, June 7, 2024, by 5:00 p.m. Proposals are to be submitted electronically in a zipped folder to Debora.Avila-Carreiro@bristolelder.org

A virtual bidder's conference for the local program will be held May 14, 2024, at 1p.m. Please RSVP to Debora Avila-Carreiro at Debora.Avila-Carreiro@bristolelder.org if you would like to participate.

The purpose of this conference is to give equal opportunity for clarification of specifications to all potential bidders. If you have any questions regarding these specifications, reserve them for that occasion.

FACTORS IN SELECTING THE PROVIDER

- a) Meal Cost Analysis.
- b) Type of service offered.
- c) Experience and reputation of bidder.
- d) Contract history for the past 10 years (e.g. termination, cancelation)
- e) Financial stability of bidder.
- f) Degree of staff supervision.
- g) Location and Food Production Facility.
- h) Ability to perform according to the requirements set forth.
- i) Ability to use USDA Commodity Foods.

Bristol Elder Services Inc reserves the right to reject any and all proposals if in the public interested to do so.

BRISTOL AGENCY OVERVIEW

Since 1973, Bristol Elder Services (Bristol), a 501 (c)(3) non-profit, has been designated by the Massachusetts Executive Office of Elder Affairs as an Aging Services Access Point (ASAP) and Area Agency on Aging. As an ASAP, Bristol is a one-stop entry point for supportive services and benefits for elders in 15 communities: Attleboro, Berkley, Dighton, Fall River, Freetown, Mansfield, North Attleboro, Norton, Raynham, Rehoboth, Seekonk, Somerset, Swansea, Taunton, and Westport. Bristol is an open and affirming organization that provides information and referral, case management support, and community-based services, such as the federally supported elder nutrition program.

Bristol's mission has been consistent over the years. The agency is dedicated to being the leader in improving the quality of life for elders and disabled individuals, their families, and caregivers. As the focal point for innovative action, the agency provides and advocates for consumer centered, community-based services that promote independence and dignity. Bristol's mission is to keep people at home or to allow them to return to the community with services and supports.

The agency coordinates and funds an array of community programs designed to bridge gaps in elder services. Case management is a key element of every intervention. The agency has a history of eliminating physical, geographic, linguistic, and cultural barriers to provide services that promote continued community living. Staff accommodate elders and their families in a variety of off-site locations and routinely conduct home visits for assessment and to provide information and referral services.

PROGRAM REQUIREMENTS

The Provider must have the capability and qualifications to prepare and deliver these types of meals based upon the following service description:

Bulk chilled

Prepacked chilled

Frozen - storage and delivery only

Frozen therapeutic - storage and delivery only

Frozen Kosher - storage and delivery only

Shelf stable

1. All food is to be delivered to all sites between 7:30 a.m. and 10:30 a.m. See attachment for site locations.
2. The Provider must have the capability to add site locations and different meals as the Nutrition Program grows and evolves.
3. Menus are to be developed monthly for all meals in conjunction with the Provider and Bristol's nutritionist as set forth in the specifications.
4. The meal count for the next day will be given no later than 12:00 p.m.
5. The Provider must prepare special menus monthly for holidays and monthly birthday cake/ special dessert.
6. The Provider must provide special meals, in accordance with the menu standards, by request for the individual site(s) and for the agency, such as anniversaries, recognition affairs, or barbeques. For the barbeque, catering staff should be available to cook and serve as needed. This additional cost will be added to the monthly invoice. Menus for events will be developed by Bristol's nutritionist and the Provider and may be different from the original menu.
7. The Project may exercise its right to renew the contract for a fourth and fifth year.
8. The Provider will designate a staff person to communicate with the Project.
9. The Provider shall provide immediate reimbursement for any out-of-pocket expenses incurred by the Project when replacing part or all of the meal that is not delivered or is not wholesome.
10. The Provider shall clean and sanitize all equipment necessary for the delivery of food to the sites.
11. The Provider shall be responsible for assuring that the meals arrive at the sites at the proper temperature and amounts ordered.
12. The State Purchasing Program will be used for all frozen meals and therapeutic meals when available. The Provider must be able to add a separate cold pack to this meal.
13. The Provider shall provide one "test meal" per site for temperature analysis mandated by local Boards of Health.
14. The Provider shall describe in detail your experience with chilled pre-packed meals. Please include your policy and procedures on the food preparation and delivery timeline.
15. The Provider shall provide the Project with any necessary help in case of a change in site location.

16. If the Provider proposes a meal cost rate increase, it will be negotiated by the Provider and the Project and will not exceed 3% or the CPI Food Watch whichever is lower. If the Project exercises its option to renew the contract for a fourth and fifth year, any proposed meal cost increase will be negotiated as stated above.
17. If the Project closes due to emergency situations, the Provider will be notified by 6:30 a.m.
18. The Provider shall supply three references with contact name and phone number.
19. The Provider will include its contract history for the last 10 years with reasons for termination or cancellation.
20. Oliver Trays must be used for all prepacked meals.
21. The Provider shall supply demonstrated use of commodities with its current contracts.
22. The Provider shall demonstrate quality of product by providing consumer satisfaction survey results.
23. The Provider shall describe in detail your proposed method of ensuring quality and your policies on quality assurance.

PROPOSAL CHECKLIST

Food Service companies are required to address all items listed in these specifications and must use the meal cost analysis form to indicate per meal costs and meal pack costs. Specifications which cannot be met should be explained.

:

1. A company overview.
2. A summary of the qualifications of the food service personnel and management personnel, making note of which personnel have been certified as completing an Applied Food Service Sanitation Course.
3. A copy of the Provider's most recent financial statement.
4. A copy of the Provider's most recent annual report.
5. Certificates of insurance - public liability insurance including bodily injury and property damage coverage, as well as product liability insurance.
6. A Performance Bond.
7. A copy of its Affirmative Action Policy which adheres to Executive Order 116.
8. Evidence of ability and qualifications to deliver chilled bulk, chilled prepacked, and all other meals listed according to the Program Requirements in adequate quantity on a consistent basis.
9. The type, number of vehicles used for the program, model, year, truck body size, and condition of the vehicles to be used.
10. Route sheets and approximate delivery schedule.
11. Menu Cost Analysis according to the Sample Menu in the Bid Specifications.
12. Meal Cost Analysis for each type of meal listed in the Program Requirements.
13. The address and location of food preparation site(s) to be used in this contract.
14. The most recent inspection report by State or local health departments of the preparation site to be utilized under the proposed contract.
15. The most recent written kitchen audit by an independent qualified sanitarian, validating the safe maximum meal production load for the Provider's kitchen facility.
16. Emergency plan for replenishing damaged meals or shortages in meal count.
17. Provider's experience in using USDA commodities and purchasing program items. Include history of commodity usage per meal for a twelve-month period.
18. Include a copy of Hazard Analysis Critical Control Point (HACCP) requirements and training of food employees.

19. A list of current contracts and the type of meals delivered for programs similar to Bristol's Nutrition Program. Provide an additional list of similar contracts over the past 10 years. Include in each list the number of years the contracts have been held and if they were terminated or cancelled.

20. Three references with contact names and telephone numbers.

21. A copy of the Provider's most recent meal satisfaction survey from all contracts in Massachusetts.

Members of the review committee reserve the right to visit food service facilities to inspect the premises and review current food service operations.

The final award is subject to approval by Bristol's Board of Directors.

ATTACHMENT A

MAP OF SERVICE AREA



Bristol serves the greater Attleboro, greater Fall River, and greater Taunton communities of:

- | | |
|-----------------|----------|
| Attleboro | Raynham |
| Berkley | Rehoboth |
| Dighton | Seekonk |
| Fall River | Somerset |
| Freetown | Swansea |
| Mansfield | Taunton |
| North Attleboro | Westport |
| Norton | |

Ten drop off sites.

Two sites – bulk for congregate meals

Four sites – a mixture of bulk meals for congregate site and prepacked HDMs

Two sites – prepacked HDMs

Two site- grab and go

ATTACHMENT B**Bristol Elder Services Inc
Delivery Drop-off Points**

Town/Zip Code	Site Name & Address	Drop-off Time	Estimated Number of Meals Daily
Taunton/02780	Taunton PRIDE 3 Maple St.	7:45	HDM/250 Congregate/15
Rehoboth/02769	Rehoboth COA 27 Francis Farm Rd	8:30	HDM/30
Dighton/02715	Dighton Prime Time 979 R Somerset Ave.	9:10	Congregate/20
Seekonk/02771	Seekonk COA 540 Arcade Ave	9:30	Grab and go/8
Fall River/02723	Distribution Site 21 Father DeValles Blvd.	7:30	HDM/650 Congregate/25
Mansfield/02048	Mansfield COA 255 Hope St.	9:30	HDM/35 Congregate/15
N. Attleboro/02763	AEI Center 284 John Dietsch Blvd.	7:45	HDM/150
N. Attleboro/02760	North Attleboro COA 204 Elm St.	8:30	HDM/35 Congregate/15
Attleboro/02703	Attleboro COA 25 S. Main St	9:00	Congregate/25
Norton/02766	Norton COA 55 W Main St.	9:30	Grab and go/40

ATTACHMENT C

Holiday List

New Year's Day

Martin Luther King Day

President's Day

Patriot's Day

Memorial Day

Juneteenth

Fourth of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

ATTACHMENT D Menu Cost Analysis

	Item	Portion	Brand	Cost
Week 1				
Monday	Baked Chicken Breast Quarter	1 each		
	Gravy	2 Tbsp		
	Cranberry Sauce	1 Tbsp		
	Sweet Potatoes	1/2 cup		
	Corn on the Cob	1 each		
	Oatmeal Roll	1 each		
	Banana Pudding	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Tuesday	Roast Pork	3 oz Pork		
	Fluffy Brown Rice	1/2 cup		
	Broccoli	1/2 cup		
	Whole Wheat Bread	1 each		
	Peaches	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Wednesday	Breaded Chicken Breast	3 ounces		
	Supreme sauce	2 Tbsp		
	Oven Brown Potatoes	1/2 cup		
	Carrots	1/2 cup		
	Whole Grain Bread	1 piece		
	Fruit Smoothie	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Thursday	Split Pea Soup/crackers	1/2 cup		
	Baked Meatloaf	4 ounces		
	Gravy	2 Tbsp		
	Onion Mashed Potatoes	1/2 cup		
	Dinner Roll	1 piece		
	Pineapple	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Friday	Breaded Fish	3 ounces		
	Tartar Sauce	1 Tbsp		
	Delmonico Potatoes	1/2 cup		
	Cole Slaw	1/2 cup		
	Multigrain Roll	1 piece		
	Lemon Square	1 piece		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			

**Menu Cost Analysis
Portion**

	Item	Brand	Cost
Week 2			
Monday	Chicken Stew	6 oz ladle	
	Diced Chicken	3 ounces	
	Peas & carrots	1/2 cup	
	Buttered Noodles	1/2 cup	
	Baking Powder Biscuits	1 each	
	Mixed Fruit	1/2 cup	
	Milk 1%	8 ounces	
	Margarine	1 pat	
	Total		
Tuesday	Tomato Vegetables Soup/crack	1/2 cup	
	Meatballs w/Tomato Sauce	3 ounces	
	Sauce	2 Tbsp	
	Spaghetti	1/2 cup	
	Multigrain Bread	1 slice	
	Fresh Strawberry Cup	1/2 cup	
	Milk 1%	8 ounces	
	Margarine	1 pat	
	Total		
Wednesday	Baked Ham	3 ounces	
	Raisin Sauce	2 Tbsp	
	Dill Potatoes	1/2 cup	
	Green Bean Almandine	1/2 cup	
	Dinner Roll	1 each	
	Brownie	1 each	
	Milk 1%	8 ounces	
	Margarine	1 pat	
	Total		
Thursday	Sloppy Joe Pulled Pork	3 ounces meat	
	Mashed Potatoes	1/2 cup	
	Tossed Salad	1/2 cup	
	Salad Dressing/Packet	.75 ounce	
	Hamburger Roll	1 each	
	Peach Crisp	1/2 cup	
	Milk 1%	8 ounces	
	Margarine	1 pat	
	Total		
Friday	Roasted Chicken Drumstick	1 each	
	Gravy	2 Tbsp	
	Cranberry Sauce	1 Tbsp	
	Rice Pilaf	1/2 cup	
	Spring Blend Vegetables	1/2 cup	
	Whole Wheat Bread	1 slice	
	Tapioca Pudding	1/2 cup	
	Milk 1%	8 ounces	
	Margarine	1 pat	
	Total		

		Meal Cost Analysis		
	Item	Portion	Brand	Cost
Week 3				
Monday	Meat Sauce	4 oz		
	Ziti	1/2 cup		
	Parmesan Cheese	1 Tbsp/.5 oz		
	Tuscany Blend Vegetables	1/2 cup		
	Scali Bread	1 slice		
	Fruit Compote	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Tuesday	Boneless Grilled Chicken Breast	1 each		
	Marsala Gravy	2 Tbsp		
	Parsley Noodles	1/2 cup		
	Orange Glazed Carrots	1/2 cup		
	Light Rye Roll	1 each		
	Fresh Fruit	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Wednesday	Juice	4 ounces		
	Broccoli Cheese Bake	8 oz wt		
	Brown Rice	1/2 cup		
	Whole Grain Bread	1 slice		
	Butterscotch Pudding	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Thursday	Roasted Sliced Turkey	3 ounces		
	Gravy	2 Tbsp		
	Cranberry Sauce	2 ounces		
	Mashed Potatoes	1/2 cup		
	Butternut Squash	1/2 cup		
	Blueberry Muffin	1 each		
	Apple	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
Total				
Friday	Cream of Spinach Soup	1/2 cup		
	Baked Salmon w/cucumber slice	3 ounces		
	Baked Potato	1 each		
	Multigrain Roll	1 each		
	Lemon Square	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			

	Item	Portion	Brand	Cost
Week 4				
Monday	Pork Rib	2.5 - 3ounces		
	BBQ Sauce	2 Tbsp		
	Potato Puffs	1/2 cup		
	California Style Vegetables	1/2 cup		
	Stone Ground Bread	1slice		
	Applesauce	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Tuesday	Shepherd's Pie	8 oz wt.		
	Ground Beef	3 oz		
	Mashed Potatoes	4 oz		
	Chuck Wagon Corn	1/2 cup		
	Dark Rye Bread	1 slice		
	Oatmeal Cookie	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Wednesday	Sweet & Sour Soup	1/2 cup		
	Dry Chinese Noodles	few		
	Stir Fried Chicken	3 ounces		
	Oriental Vegetables	1/2 cup		
	Fried Rice	1/2 cup		
	Dinner Roll	1 each		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Thursday	Pot Roast (Roast Beef)	3 ounces		
	Gravy	2 Tbsp		
	Mashed Potatoes	1/2 cup		
	Peas & onions	1/2 cup		
	Whole Wheat Bread	1 slice		
	Fresh Fruit	1/2 cup		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			
Friday	Vegetable Lasagna	8 oz (wt)		
	Zucchini/Stew Tomatoes	1/2 cup		
	Multigrain Roll	1 each		
	Cheese Cake	2x2 sq		
	Milk 1%	8 ounces		
	Margarine	1 pat		
	Total			

ATTACHMENT E

MEAL COST: BULK CHILLED MEAL

NUMBER OF MEALS	Up to 1000	1001 - 2000	2001-3000		
RAW FOOD					
COMMISSARY LABOR					
ADMINISTRATION					
TRANSPORTATION					
PROFIT					
SUB-TOTAL					
DISPOSABLES					
TOTAL					

MEAL COST: PREPACKED CHILLED MEAL

NUMBER OF MEALS	Up to 1000	1001 - 2000	2001-3000		
RAW FOOD					
COMMISSARY LABOR					
ADMINISTRATION					
TRANSPORTATION					
PROFIT					
SUB-TOTAL					
DISPOSABLES					
TOTAL					

FROZEN MEAL COST: FROZEN MEAL (INCLUDING PUREE, RENAL, CARDIAC, OTHERS AS PROGRAM EVOLVES)

NUMBER OF MEALS	Up to 1000	1001-2000	2001-3000		
COST OF MEAL:N/A State Contracted Rate	N/A	N/A	N/A		
STORAGE & HANDLING					
PROFIT					
TOTAL					

FROZEN MEAL COST: FROZEN KOSHER MEAL

NUMBER OF MEALS	Up to 1000	1001-2000	2001-3000		
COST OF MEAL					
STORAGE & HANDLING					
PROFIT					
TOTAL					

MEAL COST: COLD PACK (REGULAR AND THERAPEUTIC)

NUMBER OF MEALS	Up to 1000	1001-2000	2001-3000		
RAW FOOD					
COMMISSARY LABOR					
ADMINISTRATION					
TRANSPORTATION					
PROFIT					
SUB-TOTAL					
DISPOSABLES					
TOTAL					

MEAL COST: FROZEN MEAL COLD PACK

NUMBER OF MEALS	Up to 1000	1001-2000	2001-3000		
RAW FOOD					
COMMISSARY LABOR					
ADMINISTRATION					
TRANSPORTATION					
PROFIT					
SUB-TOTAL					
DISPOSABLES					
TOTAL					

MEAL COST: KOSHER FROZEN COLD PACK

NUMBER OF MEALS	Up to 1000	1001-2000	2001-3000		
RAW FOOD					
COMMISSARY LABOR					
ADMINISTRATION					
TRANSPORTATION					
PROFIT					
SUB-TOTAL					
DISPOSABLES					
TOTAL					

MEAL COST: SHELF STABLE MEAL-1 PACK

NUMBER OF MEALS	Up to 1000	1001 - 2000	2001-3000	3001-4000	4001-5000
COST OF MEAL					
STORAGE & HANDLING					
PROFIT					
TOTAL					

MEAL COST: SHELF STABLE MEAL-2 PACK

NUMBER OF MEALS	Up to 1000	1001 - 2000	2001-3000	3001-4000	4001-5000
COST OF MEAL					
STORAGE & HANDLING					
PROFIT					
TOTAL					

MEAL COST: SHELF STABLE MEAL-3 PACK

NUMBER OF MEALS	Up to 1000	1001 - 2000	2001-3000	3001-4000	4001-5000
COST OF MEAL					
STORAGE & HANDLING					
PROFIT					
TOTAL					

BID SPECIFICATIONS

For The

**MASSACHUSETTS NUTRITION
PROGRAM FOR THE ELDERLY**

**MASSACHUSETTS EXECUTIVE OFFICE OF
ELDER AFFAIRS**

FACTORS IN SELECTING THE PROVIDER

- a) Meal Cost Analysis.
- b) Type of service offered.
- c) Experience and reputation of bidder.
- d) Contract history for the past 10 years (e.g., termination, cancelation).
- e) Financial stability of bidder.
- f) Degree of staff supervision.
- g) Location and Food Production Facility.
- h) Ability to perform according to the requirements set forth.
- i) Ability to use USDA Commodity Foods.

BRISTOL ELDER SERVICES, INC. (PROJECT) RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS IF IN THE PUBLIC INTEREST TO DO SO.

SPECIFICATIONS FOR THE NUTRITION PROGRAM

In accordance with the goals and purposes of the Title III-C Elderly Nutrition Program established under the Comprehensive Older Americans Act Amendments of 1992, Bristol Elder Services, Inc. has been established to meet the needs of Older Americans within its service areas. The Nutrition Program's chief responsibility is to provide nutritionally sound meals to those in the greatest economic and social need. These meals are served in strategically located centers, such as community centers, senior centers, churches, etc. They are also served to homebound elders within the service area. In addition to nutrition, the program aims at reducing the isolation of older Americans by providing these meals in a congregate setting whenever possible.

SPECIFIC INFORMATION

All bids shall be subject to review and acceptance by Bristol Elder Services, Inc. The Executive Office of Elder Affairs, Commonwealth of Massachusetts (Elder Affairs), shall have the right to review and comment upon all bids received and the agency's evaluation of the bids before a final recommendation is presented to the agency's board for a decision. The detailed evaluation must include the reason for the Provider's selection as well as scoring criteria and 3- and 5-year budget forecasts.

Bristol Elder Services, Inc. reserves all rights and, in particular, the right to reject any and all bids where there are sound business reasons in the best interest of the Nutrition Project for such rejection. Awards shall be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the Nutrition Project, meal cost, and other factors set forth on the previous page considered. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the procurement. A low bid will not necessarily be the deciding factor.

Each Nutrition Project contract with a Provider for the preparation of meals for elders under Title III-C of the Older American Act shall include or incorporate by reference the following bid specifications:

All bids shall include evidence of ability and qualifications to deliver both bulk and pre-packed hot, chilled, and/or weekend frozen meals in adequate quantity on a regular basis. This evidence includes prior and/or existing similar contracts as well as a copy of the bidder's most recent financial statement that reflects the capability of maintaining satisfactory operations for the contract period. A copy of the bidder's most recent annual report may also be included as documentation.

PERFORMANCE BOND

Within thirty (30) calendar days of the effective date of the contract, the Provider shall procure, submit to the Nutrition Project, and maintain a performance bond in the amount of one hundred thousand (\$100,000) for the three-year contract life.

If the contract is renewed, such bond shall be extended for the appropriate time period. If the contract amount is for less than \$150,000 for the three-year period, the minimum face amount of the performance bond shall be ten percent (10%) of the contract price rounded to the nearest thousand dollars. This bond shall be payable to compensate the Nutrition Project for its costs in selecting another Provider if and when the Provider terminates this agreement for any reason, other than the Project's substantial failure to comply with the agreement with at least forty-five (45) days' advance written notice given, within the three-year contract period, and any extensions.

TIMETABLE AND BASIS FOR CONTRACT AWARD

Due to the existence of potential contract termination provisions that may adversely affect the

delivery of meals to elders, no caterer contract shall be awarded to a winning bidder prior to sixty (60) calendar days before October 1st, the beginning of the Federal Fiscal Year. Unless a more specific provision is set forth herein, any contract entered into between a Nutrition Project and a Provider shall be consistent with and subject to the Commonwealth Terms and Conditions for Contracts.

CONTRACT DURATION AND TERMINATION

Subject to Federal and/or State regulations, the contract shall not be canceled by either party for the first thirty days and may be canceled after that time by either party, with material cause, at the end of the calendar month by a notice in writing not less than thirty (30) days prior to the termination date.

If the Project determines that any non-compliance with the terms of this Agreement on the part of the Provider endangers the life, health, and safety of any recipients of services under this Agreement, it shall terminate this Agreement by orally notifying the Provider of termination followed by the making of written notification, return receipt requested, setting forth the following the oral notification. Termination pursuant to this subsection shall take effect upon the furnishing of the oral notification.

The Project may terminate this Agreement, for reasons other than those constituting a non-compliance that endangers the life, health, and safety of recipients of service, if the Provider has failed to comply with the provisions of the Agreement in whole or in part. However, prior to terminating this Agreement pursuant to this subsection, the Project shall notify the provider in writing, of the specific area of non-compliance. The Provider shall restore compliance within thirty (30) days of the date of the notice. If the Provider has not restored compliance within the thirty (30) day period, the Project may terminate this Agreement by furnishing the Provider with written notice at least thirty (30) days prior to the effective date of termination.

The Provider may terminate this Agreement prior to its expiration date, if the Project fails to comply with a material provision of this Agreement. The Provider shall furnish the Project with written notice of termination at least forty-five (45) days prior to the effective date of termination.

Upon termination, with at least forty-five (45) days' notice, the Provider shall be entitled to compensation for services rendered in the satisfactory performance of this Agreement: provided that the Provider shall submit properly completed invoices to the Project covering services rendered not later than sixty (60) days after the date of termination.

If the Provider shall terminate this Agreement with less than forty-five (45) days' notice or with no notice to the Project, the Project reserves the right to retain as a penalty an amount otherwise payable to the Provider as compensation for services rendered. Such amount shall be that owed to the Provider by the Project for the calendar month, which preceded the effective date of the Provider's termination. Elder Affairs shall approve the use of these funds by the Project to offset the costs incurred by the Project in the transition to a new Provider on short notice.

Termination Without Cause. Either party may terminate the Contract without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.

The term of this contract is for a period of three years. It is renewable with the agreement of both parties for two additional one-year periods. There must be adequate provision, however, for cancellation of the contract in the absence of an appropriation of adequate federal funds or for other material cause. The area agency and/or the Nutrition Project must inform Elder Affairs of the details of the annual or other period contract amendments or modifications that occur during the life of the contract prior to the approval of these changes by the area agency.

The Project may reclaim, upon the expiration of termination of this Agreement, all equipment, the

cost of which is fully reimbursed by funds provided pursuant to this Agreement and which has a useful life of more than one (1) year and a cost in excess of one hundred (\$100.00) dollars.

NON-DISCRIMINATION IN SERVICE DELIVERY

The Provider shall not deny any services to or otherwise discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for the program as determined by the Project on the basis of race, color, religion, sex, age, national origin, ancestry, physical or mental disability or because such person is a recipient of Federal, State, or local public assistance or housing subsidies.

The Provider shall comply with all applicable provisions of:

- a) Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) - prohibits discrimination on the basis of race, color, or national origin, in programs receiving Federal financial assistance; and
- b) Section 504 of the Rehabilitation Act of 1973, (29 USC 794) and the regulations promulgated thereunder, (45 CFR Part 84) - prohibits discrimination against qualified disabled individuals on the basis of disability in any program or activity receiving or benefiting from Federal Financial assistance and requires programs and activities, when viewed in their entirety, to be readily accessible to disabled persons; and
- c) G.L. c.151B sec. 4(10) - prohibits discrimination in furnishing services on grounds that an individual is a recipient of Federal, State of local public assistance or housing subsidies.
- d) The Provider shall comply with all applicable provisions of the Americans With Disabilities Act.

Non-Discrimination In Employment

The Provider shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental disability. The Provider shall comply with all applicable provisions of:

- a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et seq.) - prohibits discrimination in employment on the basis of race, color, religion, sex or national origin; and
- b) M.G.L. c.151B, S4(1) - prohibits discrimination in employment on the basis of race, color, religious creed, national origin, sex, gender identity, sexual orientation.
- c) The Elder Affairs' Regulation 651 CMR 8.00: Discrimination Based On Age In Agencies And Organization In Receipt of Funds From The Department of Elder Affairs.
- d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the regulations promulgated pursuant thereto (45 CFR Part 84) - prohibits discrimination against qualified disabled individuals on the basis of disability and requires employers to make reasonable accommodations to known physical or mental limitations or otherwise qualifies disabled applicants and employees.
- e) The Provider shall give written notice of its commitments under this Article to any labor union, association or brotherhood with which it has a collective bargaining or other agreement.
- f) The Provider shall notify minority, disabled, and women contractors, and associations of such contractors, that it is the policy of the Commonwealth to prohibit discrimination in employment practices by providers, subcontractors, and suppliers of goods and services as set forth in Executive Order 11246.
- g) The Provider shall comply with all applicable provisions of the Americans With Disabilities Act.

Affirmative Action

1. The Provider shall develop and adhere to a policy of affirmative action in all aspects of employment under this Agreement. In addition, if the maximum compensation paid to the term of this Agreement, from agencies acting pursuant to contracts with the Elder Affairs, is fifty thousand dollars (\$50,000) or more, the Provider shall develop and maintain an affirmative action plan in accordance with the applicable requirements of Executive Order 116 and transmit a copy to the Project.
2. The Provider as an organization receiving federal funding shall take all necessary affirmative steps to assure that minority firms, women's business enterprise, and labor surplus area firms are utilized in the subcontracts in accordance with 45 CFR Part 92.36 (e). Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; and assuring that small and minority businesses, and
 - b. Women's business enterprises are solicited whenever they are appropriate for the type of goods or services contracted for.

ACCOUNTABILITY

The Provider shall comply with all applicable Federal, State, and local government laws and regulations pertaining to wages and hours employment. Particular reference is made to Title 45 Code of Federal Regulations Part 74 Administration of Grants Subpart P Procurements by Grantees and Subgrantees appendix h Paragraph 4 which is applicable to all providers and specifies particular provisions that must be included in the prospective contract. Particular attention is drawn to sub paragraph 4(l) which requires that all provider contracts contain a provision allowing the Nutrition Project, the Area Agency on Aging, the State Elder Affairs, the Administration on Aging or any of, their duly authorized representatives to have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Provider shall retain all such books, records, documents, and property for six years after final payment hereunder.

The Provider shall carry and furnish evidence of public liability insurance including bodily injury and property damage coverage, as well as product liability insurance. Certificates of insurance are to be provided.

The Provider shall indemnify the project against any loss and/or damage (including attorneys fee and other costs of litigation) caused by negligence or omission, theft by their employees, or the negligence acts or omissions of the Provider's agents or employees.

The Provider shall defend any suit against the Project alleging personal injury or property damage out of the consumption of the meals prepared by the Provider and served by the Project.

CONFIDENTIALITY

With regard to personal data maintained pursuant to this Agreement, the Provider is a holder of personal data as that term is used in MGL c. 66A, the Fair Information Practices Act, and in the regulations of the Executive Office of Elder Affairs, governing the safeguarding, use of, and access to personal data, 651 CMR 2.00 et seq.

METHOD OF PAYMENT. PAYMENT SCHEDULE

The Provider will furnish the Project a monthly invoice and copies of detailed statement of operation

no later than the twelfth (12th) of the month following each month of service. Accounting periods are to relate to the Project year. Monthly statements are to include the total costs of the operation with a breakout of raw food cost and other meal related costs.

Billing statements will calculate cost for all meals served on an individual day by day basis for all days in the calendar month, including weekdays and holidays.

Payment by the Project shall be due for each calendar month upon the expiration of 30 days after the receipt the Project of a proper invoice from the provider. If payment is not made in or within the due date, the Provider may, so long as such non-payment shall continue, terminate this agreement as to the further providing of meals herein only by the giving of 30 days period, terminate, otherwise it shall continue in full force and effect.

SANITATION AND FOOD HANDLING REQUIREMENTS

The Provider shall comply with all Federal, State, and local laws and regulations governing the preparation, handling, and transporting of food, shall procure and keep, in effect, all necessary licenses, permits and food handler's cards as are required by law, and shall post such licenses, permits and cards in a prominent place within the meal preparation area, as required.

The Provider shall maintain all food preparation and delivery facilities over which it has control in clean and sanitary conditions. All kitchen storage and delivery facilities, including equipment, utensils, ventilating equipment (including filters), door cabinets, counters, and the like, shall be clean and sanitary.

The Provider shall, as part of its bid proposal, provide the Project with a written kitchen audit by an independent qualified sanitarian, validating the safe maximum meal production load for the Provider's kitchen facility(ies). No Provider receiving payment under this Agreement shall enter into any Title III-C Nutrition contract in which it exceeds the safe maximum meal production load for its kitchen facility(ies).

The Provider shall maintain a written documented formal sanitation program which meets or exceeds the minimum requirements of State, Federal, municipal, or other agencies authorized to inspect or accredit the food of the Project at the latter's discretion. The Provider shall provide regular, documented in-services regarding sanitation and food handling to its employees involved in the preparation, handling and storage of food. Additionally, the Provider shall present no fewer than two trainings per year for Project staff or volunteers, as designated by the Project, trainings on sanitation and food handling issues.

The Provider will report the location in or adjacent to Massachusetts of its current food preparation sites and submit a copy of the most recent inspection report by State or local health departments of the preparation sites to be utilized under the proposed contract.

Cook/Chill or Cook/Chill/ Rethermalization systems may only be used if the kitchen location is within Massachusetts.

Each meal served must contain required one-third of the current Recommended Dietary Allowances as established by the Food and Nutrition Board, Commission on Life Sciences, National Research Council and must meet the STANDARDS AND POLICIES FOR THE MASSACHUSETTS ELDERLY NUTRITION PROGRAM outlined by the Elder Affairs.

The Project shall have the right and authority:

1. To develop and supply to the Provider, prior to the beginning of operations, under this agreement, specifications for the food, which the Provider is to use in the meals, and other food prepared for the Project.
2. To inspect such food to determine compliance with the specifications for the food, which the Provider is to use in the meals, and other food prepared for the Project.
3. To have access to the Provider's purchase records, bearing upon the food purchased for the Project, for review and audit, as necessary.
4. To supply and approve the menus and recipes for meals and other food to be delivered so as to ensure compliance with Elder Affairs; to inspect the meals delivered to determine compliance with Elder Affairs' meal type requirements; and to withhold payment for meals not meeting prescribed requirements.
5. To inspect, at any time, the Provider's food preparation, packaging and storage area to determine the adequacy of the cleaning, sanitation, and maintenance practices.
6. To determine the adequacy of the Provider's storage and record keeping practices so as to ensure the safekeeping of all food, including the food denoted for the use of the Project as USDA commodity food, and in connection therewith to have ready access to the related food inventory control records of the Provider.

- a. Temperatures must be taken before food leaves the kitchen and documented. Temperatures and Provider vehicle condition will be subject to daily checks by the Project's staff or personnel and the Provider's failure to comply with these requirements will result in returned food.

The following temperature requirements must be maintained:

- Hot foods shall be cooked to and packed at a temperature of at least 165° F and delivered in temperature-retaining containers, serving temperature to be at least 140° F. Potentially hazardous foods that are to be served hot and have been previously cooked and then refrigerated shall be reheated rapidly to an internal temperature of 165° F or higher.
- Cold foods shall be kept at 41° F or below during transportation, storage and serving. Potentially hazardous foods that are to be served cold must be transported pre-chilled and held at a temperature of 41° F or below.
- Frozen foods shall be kept frozen and held at air temperatures of 0° F or below during packing, transportation and storage except for defrost cycles and brief periods of loading or unloading.
- Raw fruits and vegetables may be held at room temperature.

USDA COMMODITY Foods

The Provider shall utilize all USDA Commodity Foods made available and shall credit the Nutrition Project at full commodity value. Appropriate records of commodity credits and cash must be maintained.

The Provider shall allow to the Project a credit equal to the value of the USDA commodities for those commodities that are furnished to the Provider for use in the program.

Group Purchasing Program

(PLEASE NOTE THIS IMPORTANT REQUIREMENT THAT MAY AFFECT YOUR STATUS AS A MEAL PROVIDER).

The Provider must agree to utilize the Elder Affairs Group Purchasing Agreement Program. This means that the Provider will utilize the Group Purchasing Agreement Program's foods to the extent and frequency set forth in the Elder Affairs' STANDARDS AND POLICIES FOR THE MASSACHUSETTS ELDERLY NUTRITION PROGRAM which are incorporated herein by reference.

The Provider shall make payment directly to the commercial distributor designated by Elder Affairs under the Group Purchasing Agreement Program within (30) days of receiving shipment. In the event that the Provider cannot or does not make payment within thirty (30) days of receiving shipment, either the Commercial Distributor or the Provider shall notify the Nutrition Project and Elder Affairs of this fact as soon as possible.

Personnel

1. Food Service Manager - The Provider shall maintain a competent, full time food service manager/supervisor whose responsibility is the execution of the meal service program. The manager must be free to visit meal sites frequently and be daily available and responsive to monitor food service related problems and concerns. When meals exceed 3,500, additional daily operational managers may be required if requested by the project.
2. Nutritionist - The Provider shall maintain on its staff a qualified nutritionist. The nutritionist may be shared with other Provider food service programs, but must be available for menu development, nutritional analysis of menus or food products used within meals and any other related matters i.e., sanitation training.
3. The Provider must maintain an adequate amount of personnel in order to meet all of the specifications and responsibilities of the submitted bid in an orderly, punctual and reliable manner.
4. Provider personnel shall always present themselves in a clean and professional appearance. The utilization of uniforms is encouraged.

5. All management-level employees shall be employed by the Provider, who shall specify the number of such employees and their titles. The Provider's organizational chart shall accompany a bid for food service catering.
6. The Project shall provide other employees and personnel as it may deem necessary for the on-site service of the meals and maintenance.
7. The Project shall furnish the Provider with a list of all sites with addresses and the following: number of serving days, number of congregate meals and number of home delivered meals.

LOCATION OF FOOD PREPARATION KITCHEN(S)

In addition to evaluating all other criteria, the Nutrition Project shall review whether or not the bidder's kitchen(s) for preparing food under this agreement is/are located within sixty (60) miles of the furthest location at which such foods shall be served to program participants in each particular project area. If such kitchen(s) are beyond sixty (60) mile distance and that bidder is selected to receive the contract, the Nutrition Project must be prepared to justify to EOE the reasons for selection of such bidder.

TRANSPORTATION OF FOOD

Bidders shall submit with their bid, information concerning the type, number, model, year, and condition of the vehicles to be used in the nutrition program. The information should also indicate whether these vehicles are capable of transporting all equipment owned by the Project.

At the beginning of the contract year the Project and the Provider will set up a definite delivery schedule. It is the Provider's responsibility to assure that home delivered meals arrive at the drop off locations at the temperatures specified within this Agreement.

The Provider should take all necessary measures for the protection of the cold packs, i.e., by use of heat seal packaging and/or wax lunch bags, etc. The Project will assume responsibility for maintaining the temperature of home delivered meals en route to the homes. The Project will be responsible for the purchase of all food delivery containers/carriers.

1. **Congregate Meals:** Food shall be delivered for use at congregate sites in bulk. It shall be packaged so that there will be a minimum of spills in the carrier. The Provider shall take any necessary measures including, but not limited to, reducing fill level, and covering pans with stretch plastic, aluminum foil and/or metal lids. The Provider shall deliver all foods in supplied appropriate containers to specified locations in such a manner that the food may arrive in clean and sanitary conditions. Temperatures must be taken before food leaves the kitchen and at arrival to sites and documented.
2. **Home Delivered Meals:** It is the Provider's responsibility to ensure the meals arrive at the central pick-up point at the appropriate temperature. The Project will be responsible for maintaining the temperatures of the home delivered meals en route to the homes.

EQUIPMENT AND SUPPLIES

Adequate hot and cold food delivery equipment shall be purchased, owned, and supplied to the Provider by the Project. Only the Project will purchase any additional or replacement equipment. An inventory of existing equipment will be taken and verified jointly by the Project and the Provider at the commencement of operations. At the termination of operations, all equipment owned by the Project shall be returned in acceptable condition.

Closed insulated carriers may only be used, none with an open flame or sterno. These must maintain a temperature of over 140° F. for at least three (3) hours.

RESERVATION SYSTEM

The Provider shall accept meal count changes up to 24 hours prior to meal service. All Projects shall have a minimum of a 24-hour documented reservation system in place.

Meals ordered should match the number of meals expected to be served as closely as possible under the 24-hour reservations system. If extra meals should be available because of the absence of scheduled participants, seconds may be served to be eaten at the site. Hot cooked or other prepared food must not be taken from the site by participants, and if not eaten at the site must be discarded.

EMERGENCY PROCEDURES

The Provider shall provide immediate reimbursement for any out-of-pocket expenses incurred by the Project when replacing part or all of a meal that is not delivered or is not wholesome. The Project shall pay the Provider for the meals provided and shall bill the Provider for expenses incurred for replacement food.

It is the responsibility of the Provider and the Project 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 refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. If food is lost due to closings the financial burden lies primarily with the Provider. However, the Provider may negotiate with the Project to help pay some of these costs.

MISCELLANEOUS

The Provider shall not disseminate, reproduce or publish any report, information, data, or other documents produced in whole or part pursuant to the terms of this Agreement without the prior written consent of the project nor shall any such report, information, data or other document be the subject of an application for copyright by or on behalf of the provider without the prior written consent of the Project.

The Provider will submit a copy of the most recent financial statements to reflect its capabilities to maintain operators satisfactory for the contract period.

The Provider shall not assign or subcontract any interest in this Agreement without the prior written consent of the Project, provided that, claims for money due or to become due to the Provider from the Project under this Agreement may be assigned to a bank, trust company, or other financial institution without such promptly to the Project.

The Provider shall not knowingly employ, compensate, or arrange to compensate any employee of the Project during the term of this Agreement without the prior written approval of the Project.

This Agreement may be amended only by written document signed by persons authorized to bind in contract the Project and the Provider. All amendments must be attached to this Agreement.

Unless otherwise specified herein, any notice, approval, request, or demand thereunder from either party to the other shall be in writing and all be deemed to have been given when either delivered personally or deposited in a United States mail box in a postage prepaid envelope addressed to the other.

The Provider shall procure and keep current any license, certification, permit, or accreditation required by local, State, or Federal statute or regulations and shall, upon the request of the Project, submit to the Project proof of any such license, certification, permit, or accreditation.

All attachments to this Agreement are deemed to be part of this agreement. The entire Agreement of the parties is contained herein and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein.

MEAL COST ANALYSIS

Number of Meals

The bid must submit a range of meals per day utilizing the attached Meals Cost Analysis form provided within this document.

The number of meals category will range from approximately 100 meals below the Project's current rate to 100 meals above the current rate. The number of daily meals, which a Project anticipates over the duration of the contract, should

take into account possible fluctuations in funding levels from state and other sources.

The Project may issue either a single bid or a consortium bid with another Project(s) or both. However, a Project may not issue a bid request which allows bidders to elect the type of bid (i.e., joint or single) they shall respond to. This stipulation is intended to avoid circumstances wherein a project can not properly compare submitted bid proposals due to varying assumptions on the number of meals to be provided and other requirements which would differ between joint and single bids.

Unanticipated expansion of meal sites or other factors which may increase the number of meals, or events which cause the unanticipated decrease in the number of meals, shall be accommodated by the Provider and the price per meal shall be adjusted, by negotiation with the Project, to take these changes into account.

Determining Base Cost

The following factors must be taken into account in determining the base cost:

1. Raw Food Cost - All menu specifications as listed, including condiments.
2. Labor Cost - Production, Preparation, Service, Packaging, Food Service Management, Transportation Labor (drivers), and Nutritionist.
3. Administration - Administrative Salaries, Travel, Fees, Insurance, Office Supplies, Postage, Printing, Misc., Rent, Utilities, Telephone, Maintenance, Equipment Repairs, Small Equipment, Garbage Collection, Extermination, Trainings.
4. Transportation - Gas, Oil, Van Maintenance, Depreciation, Insurance (van).
5. Disposable Cost - Disposables, Napkins, Wrap, Site Supplies, Misc. Includes storage and handling of disposables unless project picks-up and stores own disposables.

Disposables

If disposables are included in the meal cost a separate cost sheet should be attached with the samples of the products. The sheet should show the cost per unit for the item (divide the number of items in the case by the cost per case). The Provider should also list his percentage cost for the handling and distribution of disposables.

NUTRITION PROGRAM'S RIGHT TO SELF-PURCHASE

The Project reserves the right to self-purchase individual meal products, such as hot beverages, disposables, and site supplies directly from the purveyor instead of from the Provider. If the purchase is from the purveyor or the Provider, the Provider will be responsible for receiving, storing, securing and distributing products to meal sites. Storage and distribution cost is separate from the Base Cost. (Enter the percentage for this service in the disposables line on meal cost analysis sheet.)

**STANDARDS AND POLICIES
FOR THE
MASSACHUSETTS
ELDERLY NUTRITION PROGRAM**



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Issued January 2020

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NUTRITION STANDARDS

The Federal Regulations governing the Nutrition Program for the Elderly require that: Each meal served must contain at least one-third of the current Dietary Reference Intake (DRI) for meals for the population aged 51 years + as established by the Food and Nutrition Board of the National Academy of Science, National Research Council.

Calories/Fat/Sodium

- ❖ The caloric range per meal must fall between **700-800 calories**.
- ❖ The fat content, based on total calories, must not exceed **30%-35%**.
- ❖ The sodium content of the meal must fall within the range of a **No Added Salt** diet (3-4 gm/day).

High Sodium Days

When the sodium content for all of the components of a meal exceeds 1200mg, the day is considered a high sodium day and must be noted on the menu. An alternative lower sodium meal should be available on these days. Any higher sodium items (>500mg) should also be marked on the menu.

Meals may be provided hot, cold, frozen, dried, canned or in the form of supplemental food. Menus must comply with the Elder Affairs Menu Policies and Nutrition Standards, which incorporate the Dietary Guidelines of the US Department of Agriculture/Health and Human Services and the Surgeon General's Report on Nutrition and Health.

Vitamins A & C

Good food sources of vitamins A and C are required within the menu policy. A "good source" of a nutrient must contain 20% or more of the RDA. Good vegetable/fruit sources of vitamins A and C are listed in Appendix A. Foods high in fiber are additionally required.

Fiber

A high fiber bread is a bread/bread alternate which provides at least 1 gram of dietary fiber per one ounce serving; a high fiber vegetable/fruit shall contain at least 2 grams of dietary fiber per serving.

Medically Tailored Meals

Medically tailored meals prescribed by a physician should be planned to provide as close to the 1/3 DRI as possible. However, the 1/3 DRI requirement may be waived by the State if there are significant restrictions on foods or components of foods based upon the medical needs of the participant(s). Additionally, the State may grant waivers regarding specific menu policies, concerning the 1/3 DRI requirement, for cultural meals where for cultural or religious reasons, the State menu policies are not appropriate.

Special Meals (religious or cultural)

Religious, cultural, or regional dietary requirements or preferences of a significant portion of the elderly population within a Program Service Area should be reflected in the meals served. Where feasible and appropriate, individual dietary needs may also be met.

Meals to Cover Holidays

Nutrition Projects are encouraged, but not required, to provide meals for home delivered clients who do not have other sources of meal service during holidays when the Nutrition Project is closed (i.e. provide chilled, shelf stable or frozen meals for clients for the following day if the Nutrition Project does not deliver that day.) Home delivered meals clients shall miss no more than 3 days of meal service due to holidays, unless other arrangements are pre-approved by Elder Affairs.

Nutritionists

- Nutrition Projects shall have qualified nutritionists who shall review menus to ensure the State Nutrition Standards/Menu Policies have been met. It is the responsibility of the Nutrition Project to ensure nutritional

adequacy. Area Agencies on Aging are responsible for monitoring that menus are reviewed by a qualified nutritionist and menus and nutrient analysis are submitted monthly to the State Nutritionist.

- It is recommended that nutrition education programming is provided by a qualified Nutritionist (criteria below) at least twice yearly at all congregate sites and at least once for home delivered meals participants; monthly or quarterly nutrition education is encouraged.
- It is also recommended that the qualified Nutritionist provide individual counseling/Medical Nutrition Therapy to seniors in the community who have conditions impacted by nutrition such as diabetes, renal disease, cardiac conditions, malnutrition or others. Counseling can be provided in the home or at “nutrition clinics” in a private area at a site such as a senior center. All programs are strongly encouraged to seek reimbursement for eligible seniors in order to expand the availability of this service. Reimbursement sources include CMS Medicare Part B or Medicare Advantage (diabetes and renal), SCO, MassHealth and insurance companies.
- Elderly Nutrition Program Community Nutritionist requirements: Four-year degree in food and nutrition, public healthy nutrition, or nutrition education from an accredited program with at least one year experience in Community nutrition OR 2 year degree in food and nutrition with minimum 2 years community nutrition experience (PI-94-40). For new hires as of FY13, Massachusetts licensure required (LDN), RD preferred.

Nutrition Analysis

Computrition (Standard Computerized Nutrition Reporting System)

Menu planning plays a critical role in the delivery of quality nutrition services. Reviewing menus at State, AAA, or local levels involves verifying that they conform to nutrition standards and menu policies. Computer analysis ensures that menus conform to the Dietary Guidelines for Americans and provide appropriate DRI's for older adults. Reviews may also indicate necessary changes when menus contain errors or to discourage the use of extra items to avoid added food costs. In addition, reviews are needed to evaluate the variety of foods, color appeal, texture, and consistency.

Elder Affairs chose Computrition for its ability to provide a comprehensive nutrition care package. Computrition has two main components: Food Service and Patient Care. The Food Service component, which includes menu planning, recipe analysis, and cost control functions, is the one currently being implemented by Elder Affairs. As the State and the ASAPs increase their client base, this comprehensive nutrition system will serve us well into a new community based long-term care era.

Since FY 2007; all nutrition projects have used the Computrition software system to report to Elder Affairs. Elder Affairs monitors menus and nutrient information directly from the system; however, submission of the “Menu Specification Checklist” is still required and should be submitted electronically. This system is only to be accessed on location at the nutrition project or menu planning meeting.

Nutritional analysis of meals shall be provided to the State Nutrition Department in the following instances:

1. Regular and Weekend Meals:

A complete nutritional analysis shall be performed using the Computrition system for any meal that is served more than 3 days a week with a 4-week cycle menu. Examples include the following:

- Regular (main), weekday meals (served 5 to 7 days)
- School meals (served 4-5 days per week)
- Weekend meals other than limited selections (7 days)

2. Limited Selection Meals:

Nutritional analysis for the limited selection menus must be submitted once per year, at the time of menu submission. Limited selection menus (with a 3-day Computrition nutritional analysis) must be submitted to the State Nutrition Department each year at the end of the second fiscal quarter, March 31. Limited selection meals are defined as those served 3 or fewer days a week with a 2-week cycle. Examples of limited selection meals may include the following:

- Ethnic meals (i.e. Kosher, Spanish, etc.)
- Cold bag supper meals

3. Other Meals:

A complete, three day nutritional analysis shall be required on a spot-check basis for the following meal types:

- Homeless meals
- Title IIIC Council on Aging Meals unless it is a nutrition meal site
- Title IIIC School Meals (served less than 4 days per week)
- Other Title IIIC meals programs

Requirements for complete nutritional analysis:

- A complete nutritional analysis of the menu shall be performed using Computrition during the menu planning process. Labels from food products should be submitted to EOE A for entry into the database. The Nutritionist shall obtain recipes/production sheets used by the kitchen or caterer, with ingredients and quantities and enter them into Computrition. Menus will be built using these recipes. Nutritionists shall review the menus for nutritional adequacy.
- If a second (and third) meal is provided to any clients for consumption on the same day as the meal(s) mentioned above, nutrient analysis shall also be performed using Computrition. For example, if an evening, multiple meal or breakfast menu is provided to clients in addition to a noon, regular meal, the second (and third) meal(s) should be entered unless these meals are considered limited selection.
- The State Nutrition Department will review the nutritional analysis in Computrition on any meal, which appears not to meet State requirements, or for "spot-checking" purposes.
- Full product descriptions for individual items used within Title IIIC meals must be provided or made available by caterers, including nutrition labels, recipes/production sheets with ingredients and quantities.
- Consortium/Joint Menus: One signed Elder Affairs menu checklist and menu with highlighted commodities/price and nutritional analysis is required per menu cycle from each Nutrition Project. All Nutrition Projects are also required to submit a copy of their own menu, in the format distributed to participants.
- Limited Selection Meals: If more than one Nutrition Project provides the same limited selection meal, only one nutritional analysis needs to be submitted. It is the decision of the Nutrition Projects which agency(s) shall submit this information to Elder Affairs.
- The menu must be submitted to the State Nutrition Department at least four weeks prior to service, unless a waiver is granted (for schedule of submission, refer to Nutrition Services Quality Assurance Protocol Schedule.) Meals should be planned to contain variety in the areas of color, texture and food choice to enhance nutritional adequacy and participant acceptance.

MENU POLICIES

Eligible Title IIC Meals

Meals served to eligible participants must provide one-third of the Recommended Dietary Allowances and meet the Elder Affairs Nutrition Standards and Menu Policies. "Seconds," snacks or portions of meals may not be counted towards meeting the 1/3 DRI requirement.

The following meals eligibility requirements need prior approval from the State Nutrition Department. The combined nutritional content is utilized to determine the number of eligible meals which may be counted for statistical purposes:

- Less than 1/3 DRI: not eligible.
- 1/3 DRI or more, but less than 2/3 DRI (for one or two meals served): one eligible meal.
- 2/3 DRI or more, but less than 100% DRI (for two or three meals served): two eligible meals.
- 100% DRI or more (for three meals served): 3 eligible meals.

The number of meals counted as eligible may not exceed the number of meals actually served, regardless of the nutritional contents.

Vitamin/mineral supplements

Vitamin or mineral supplements (e.g. Multivitamin tablets) may not be provided with Title IIC funds and may not be counted towards meeting the 1/3 DRI requirement.

Menu cycles

Menus for weekday, noon meal service may be planned for a minimum of a four week/20-day cycle. No complete meal shall be repeated within that four-week time period and efforts should be made to avoid duplicating entrees. Limited selection menus (typically, frozen, evening, multiple, and weekend meals) may have shorter menu cycles with a minimum of 10 days, unless a waiver is granted by the State Nutrition Department to repeat meals on a more frequent basis.

Menu submission

Menus shall be submitted via Computrition four weeks prior to service. The Elder Affairs menu checklist form shall be completed for a Nutrition Project central kitchen or the largest caterer, whichever is applicable. This form shall be signed by the local Nutrition Director and Nutritionist. Commodity foods shall be noted with an asterisk (*) and the average daily commodity use amount should be noted on the menu submission form (Appendix F). Other menus for small providers may be submitted in the form it is distributed to clients or other legible format.

Menu distribution

Menus need to be distributed to program participants. Menus with nutrition information (minimum: total calories, sodium of individual items, and total sodium) are to be posted on the agency's website. Agencies may also choose to post additional nutrients. This information helps consumers, their healthcare providers, caregivers, and family members manage their health and chronic conditions.

Participant input

Participants input must be incorporated into the menu design process. Nutrition Project Council, regular discussions with participants, site managers' meetings, and observance of plate waste are several methods of receiving participant input concerning the meals. In addition, formal menu questionnaires/surveys shall be performed at least once per year for all congregate and home delivered meals clients.

Substitutions

Substitutions may be made from menus submitted to the state due to shortages or problems with food delivery to the kitchen or meal site. The substitutions should be as similar to the originally planned food(s) as feasible and kept to a minimum. Nutritionists and Nutrition Project Directors should design, with meal providers, a substitutions list or guidelines for substitutions. Substitutions should take into consideration the commodity usage of the originally planned meal and the nutrient content of the food(s) which must be replaced.

Substitutions may only be performed by the contracted caterer of a Title IIC Nutrition project or central kitchen prior to the meals leaving the kitchen. No substitutions may be made at any site other than the kitchen unless there is concern over

food spoilage, contamination or a shortage has occurred, at which time the Nutrition Project must be notified immediately to evaluate whether any item(s) within the Title IIIIC meal requires substitution.

Additions to the Meals

The following foods/beverages may not be added to the Title IIIIC meal:

- Alcoholic beverages.
- Canned foods which have not been commercially canned (i.e. home-canned foods.)
- Sweet desserts/breads, except for special celebrations or events.
- Potentially hazardous foods, such as meat, eggs, fish, chicken, milk or dairy products, etc. which are not directly provided by the Title IIIIC caterer or central kitchen.

Special holiday meals: The holiday meals are expected to comply with the regular menu policy unless preapproved by the EOE Nutrition Department.

Meal patterns

Regular Meal (No Added Salt):

The regular Title IIIIC meal is part of a No Added Salt diet (3-4 grams of sodium per day). It contains no more than 1200 milligrams of sodium. Two days per month Nutrition Projects may offer a meal that contains up to 1500 milligrams. The Meal Pattern for the Title IIIIC Nutrition Program for the Elderly is described below.

Regular pattern:

FOOD GROUPS	AMOUNT TO USE
1. Meat/meat alternate	One serving of 2.5* - 3 oz cooked
2. Vegetables/fruits	Two servings of 1/2 cup each
3. Bread/bread alternate	One serving of 1 oz. or 1/2 cup
4. Butter/margarine	Optional, one teaspoon
5. Dessert	One serving of 1/2 cup
6. Milk	One serving of 8 oz.

* 2.5 ounce minimum for list B entrees only. List A entree must contain at least 3 ounces of meat/alternate. A food provided within a Title IIIIC meal may be counted as only one Food Group. For example, juice served as one of the fruit/vegetable servings may not also count as a fruit serving for dessert.

Alternative Selections

Alternatives to the regular meals may be offered where feasible and appropriate to meet the medical requirements of the client. These do not require a physician's approval:

- Alternative entrée selections: The client is provided with lower sodium entrees on the two days when higher sodium meals are served in order to provide a meal with no more than 1200 milligrams of sodium.
- Alternative milk selections: The client is provided with a whole, low fat, skim or lactose-free milk.
- Alternative dessert selections: The client is provided with fresh or water packed fruit or other dietetic desserts instead of the regular dessert.

Meal pattern components

Meat or Meat Alternative

Three ounces cooked edible portion of meat/meat alternate must be served for all List A items (see following page). List A items must contain a minimum of 21 grams of protein. Casserole, processed and ground meat items such as Italian dishes, macaroni and cheese, breaded fish square, etc. may contain a minimum of 2.5 ounces of meat/meat alternate (List B). A minimum of 15 grams of protein shall be provided by the List B items. The following meat alternates may replace one ounce of meat (poultry, beef, veal, and fish):

- 1 egg (maximum of 2 eggs per entree)
- 1 ounce cheese
- 1/2 cup cooked dried beans, peas or lentils

- 1 tablespoon peanut butter
- 1/4 cup cottage cheese
- 1 ounce tofu

Lower fat entrees are recommended, such as poultry, fish and lean meat products. Leaner cuts of meat with no visible fat or poultry skin aid in lowering the fat content of the entree. When meat alternates are planned, sources of iron and other nutrients such as zinc, vitamin B6 and magnesium must be provided elsewhere in the meal. For example, planning an enriched or whole grain bread/alternate and iron-rich vegetables or fruits with a meat alternate entree would contribute toward attaining the 1/3 DRI for iron.

Gravies should be made in a way which reduces the sodium content as much as possible - for example, use 1/2 of the gravy base called for in a recipe or on package directions. The use of low-fat gravies is strongly encouraged. Nutrition Projects may require that low sodium and/or low fat bases are used in the preparation of meals. When liver is served, it may fulfill all vitamin A requirements for that week.

The menu pattern contains 20 entrees per cycle. Entrees are categorized in the following way:

Entrée List A	
Examples: Solid Meats	
BEEF, roast	Roast Beef
	Pot Roast
BEEF, cube	Beef Burgundy
	Beef Tips
	Beef Stew
	Other whole muscle
LIVER	
PORK, roast	Roast Pork
	Other whole muscle
PORK, diced	Sweet and Sour
	Other whole muscle
POULTRY	
	Baked Chicken (breast, leg)
	Chicken whole muscle
	Turkey whole muscle
	Roast Turkey breast
	Turkey dinner
FISH	Unbreaded Fish
	Other seafood or fish items specified by ELD
Entrée List B:	
Examples: (Casserole dish, ground meats, processed meat, and meatless dishes)	
BEEF, Pork, ground	Meatballs
	Meat Sauce
	Meatloaf
	Salisbury Steak
	Stuffed Pepper
	Chili
POULTRY, diced/ground	Turkey, ground or diced
	Chicken, ground or diced
	Chicken Pot Pie
	Chicken stew
	Chicken A la King
MEATLESS/CHEESE	Vegetable Lasagna
	Manicotti diced/ground
	Ravioli
	Stuffed Shells
	Macaroni/Cheese
	Vegetable/Cheese Bake
	Vegetable Primavera
EGGS	Omelet
	Quiche
	Other

- Menus must include at least two A meats per week with a total of eight A meats per twenty-day cycle. Ground, molded or pressed meats may not be used, e.g. turkey roll.
- Twelve entrees may be B meats.

PROCESSED ENTRÉES (B)	
Beef	Beef Strip Steak
	Veal Patty
	Shaved Steak
Pork	BBQ Rib
	Pork Patty
	BBQ Rib
Poultry	Pork Breaded Steak
	Turkey ham
	Chicken Patty
Fish	Chicken Nuggets
	Breaded Fish (non-filet)
	Fish Nuggets

Vegetables and Fruit

Two servings of one-half cup each; drained weight should be included in meals. A good source of vitamin A should be served three times per week; a good source of vitamin C should be served daily. Instant mashed potatoes must be enriched with vitamin C.

Good Sources of Vitamin A	Good Sources of Vitamin C	Good Sources of Vitamins A and C
sweet potato	asparagus	cantaloupe
spinach	Brussels sprouts	broccoli
carrots	cabbage	romaine lettuce (1-1/2 oz)
mixed vegetables	cauliflower	leafy greens (1-1/2 oz)
winter squash	fortified fruit juice	kale
avocado	green peppers	tomatoes
apricots	okra	vegetable juices
pumpkin	kiwi	mandarin oranges
	bean sprouts (3_1/2 oz)	
	strawberries	
	orange	
	grapefruit	
	honeydew melon	
	red peppers	
	kohlrabi	
	mango	
	pineapple	
	potato* (fortified instant mashed)	

- Pasta, rice or stuffing may be served in place of one vegetable on an occasional basis, preferably no more than twice per week.
- Lettuce alone may not count towards a vegetable/fruit serving, i.e., lettuce and tomato, tossed salad, may be served each as one vegetable/fruit.
- Vegetable or fruit sauces, such as tomato sauce, cannot count towards meeting the vegetable/fruit requirement.
- Fresh or frozen vegetables shall be used. When canned vegetables are used, no salt should be added in cooking to minimize the sodium content. Vegetable cooking may occur on site as desired by the Nutrition Project.
- A minimum of one high fiber vegetable a week, i.e., peas, corn, raw vegetables must be served.
- All soups must be prepared utilizing minimal amounts of sodium, preferably homemade. In order to count soup as a vegetable serving the standard serving should be 6 fluid ounces (containing ½ cup vegetables.)
- Only full strength fruit or vegetable juices may be used as a vegetable/fruit. Cranberry juice cocktail, enriched with vitamin C, may be served.
- An extra vegetable/fruit (soup, juice, vegetable) will be served twice each month, preferably on casserole or pasta menus.

Enriched or Whole-Grain Bread or Alternate:

One serving enriched or whole-grain bread, biscuits, muffins, rolls, sandwich buns, cornbread and other hot breads should be included in meals daily.

Twice per month a bakery-type bread item such as a muffin, corn bread, and bran square shall be served.

Bread /bread alternates include:

- 1 slice bread
- 1 roll, muffin, biscuit
- 1 piece cornbread
- 1 sandwich bun
- 1 tortilla
- 1 ounce ready-to-eat, fortified cereal
- 6-8 ounces cooked cereal, cornmeal, grits, macaroni, noodles, rice, spaghetti (1/2 - 3/4 cup)
- 1 waffle, pancake
- 4 ounces starchy vegetable

Bread alternates are generally for use in ethnic, breakfast, evening or multiple meals program. Nutrition Projects may choose not to utilize alternates due to participant preferences. When a starchy vegetable is planned into the menu as a bread alternate, it may not also count towards meeting the vegetable/fruit requirement.

Whole grain, high fiber breads must appear at least three times per week (12 times per 20-day cycle).

Desserts

One serving of one-half cup should be included in meals daily. Fruit must be served as a dessert at least 3 times per week. It is recommended that fresh fruit is served at least once per week, subject to seasonal quality. The remaining desserts may include a baked product or whipped dessert.

Nutrition Projects are encouraged to provide similar desserts for the regular and non-sweetened dessert menus. For example, when gelatin is on the regular menu, it is suggested that a no-sugar gelatin is served as an alternate.

- Fresh or canned fruits shall be served a total of twelve (12) times per twenty-day cycle and at least three times a week.
- Cakes, cookies, gelatin desserts may be served four times per twenty-day cycle and no more than twice per week.

Butter or Margarine

Nutrition Projects have the option to include one teaspoon of butter or margarine (trans-fat free recommended*) in menus. This policy is not to be interpreted as allowing individual participants to choose whether or not to take this item. Nutrition Projects are strongly discouraged from serving butter/margarine “family style” due to sanitary concerns.

Nutrition Projects may provide butter/margarine with all meals as a general policy, or may pre-set the items/meals in which butter/margarine shall be provided. For example, a Nutrition Project may specify that butter/margarine shall be provided when baked potatoes are served, and so on, according to the preferences of participants and to enhance the palatability of the meal.

* Note: Programs in Boston must comply with Section 4.00 of the Boston Public Health Commission’s Regulation to Restrict Foods Containing Artificial Trans Fat in the City of Boston.

Milk/Milk Alternate

One- half pint skim or low-fat milk fortified with Vitamins A and D should be offered daily. Whole milk may be offered if requested. Lactose-free milk may also be offered. Milk alternates may be provided in place of milk. In general, the use of milk alternates is not encouraged except for clinical or ethnic meals.

Milk Alternates:

- 1 cup yogurt
- 2 cups cottage cheese
- 8 ounces tofu (processed with calcium salt)

When milk alternates are used, the same foods may not also count towards meeting the meat alternate or calcium-containing dessert requirements.

Additional meal types

Medically Tailored

Medically tailored meals represent one classification of meals a Nutrition Project may offer to its participants under the supervision of a registered dietitian. These meals require a physician's authorization and may be provided only to those clients for whom the regular meal (and special changes) is inappropriate for medical reasons. A physician's office may be granted up to two weeks to provide the authorization during which time the client may be started on meals. Examples of medically tailored meals include cardiac or renal.

Cultural

Nutrition Projects are encouraged to offer when feasible to meet the cultural makeup of elders within their PSA. Examples include: Hispanic, Chinese, Kosher and Southeast Asia meal programs.

Breakfast

A recommended menu pattern for the breakfast meal is:

- Meat and meat alternative - one serving (egg, cheese, peanut butter, etc.)
- Bread and cereal - two servings (pancake, muffin, waffle, slice of bread, etc. /one serving of cooked or dry cereal)
- Fruit or fruit juice - one 4 ounce serving
- Butter/margarine - one serving (1 teaspoon), optional
- Milk - one-half pint
- Optional beverages - 8 ounces

Other menu plans may be used, however, to count as one meal, the breakfast menu must provide 1/3 DRI. Breakfasts provided to home delivered meals participants must receive prior approval from the State Nutrition Department before they may be counted as an eligible meal. The Nutrition project must have written criteria for providing breakfast meals for home delivered clients.

Multiple Meals

The Nutrition Project may offer a breakfast and supper ("multiple meals program") package. The multiple meals package is typically delivered with the noon meal. Projects offering this program must have written eligibility with the noon meal.

Multiple meals packages containing breakfast and dinner are generally considered as one eligible meal. Prior approval must be granted from the State Nutrition Department if a Nutrition Project wishes to count the package as two eligible meals.

Nutritional-Food Supplement

A nutritional-food supplement is defined as a supplemental food or beverage which is fortified with calories and nutrients and/or altered in texture or elemental nutrients, to meet the special dietary needs of clients with specific medical conditions. The use of a nutritional-food supplement shall be authorized by the participants' physicians. Nutrition Projects may provide this type of service in addition to providing a Title IIIC meal, or it may be used within the Title IIIC meal for clients which require this type of supplement for medical reasons.

Nutrition projects must receive prior approval from the State Nutrition Department if a nutritional-food supplement is used within a Title IIIC meal.

Frozen Meals

With pre-approval from Elder Affairs, a Nutrition Project may choose to deliver frozen meals to clients. For example, five or seven frozen meals once a week may be delivered to approved homebound clients. These clients must be assessed for the ability to handle the frozen meals.

Evening Meals

Nutrition Projects may choose to provide evening meals for congregate or home delivered meals clients. The Nutrition Project must have written criteria for persons receiving home delivered evening meals.

Weekend Meals

Weekend meals programs may be provided by Nutrition Projects in order to extend their 5-day per week programming. Written criteria for receiving weekend home delivered meals must be developed by the Nutrition Project.

Emergency Meals

All Nutrition Projects must offer all home delivered meals clients, at the time of assessment, a shelf stable emergency meal package, available for use during inclement weather or other emergency situations, when the Project is unable to deliver meals. Current clients who may require an emergency meals package may be identified by the case manager. Congregate meals participants should be advised to keep an emergency foods shelf at home in case of inclement weather.

The emergency meal package for home delivered meals participants shall be delivered to clients by **November 1** of each year. The package should consist of two to three days of shelf stable foods and shall be replenished by the Nutrition Project.

It is recommended that the emergency meal package contains one-third DRI; the package should, as much as possible, match the regular menu pattern. An emergency meal package does not count as a meal(s) served. Dessert items may be dried or canned fruit. The no-added-salt policy is waived for these meals; however, low sodium items are encouraged. Persons requiring unsweetened foods must be provided with appropriate items. An example of an emergency meal package (for each day) is as follows:

Sample Emergency Meal Packages (both acceptable):

1 can beef stew	1 can spaghetti with tomato sauce
2 pkg. Melba toast	1 pkg. Saltines
1 box raisins	1pkg. Hot chocolate mix
1 can apple juice	1 small container applesauce
1 pkg. Nonfat dry milk	

Food Purchase Specifications

- Poultry, eggs, dairy products - US grade A; Chicken parts:IQF
- Lamb, beef, veal - USDA Choice, Hamburger 80/20 lean:fat
- Pork - USDA #1
- Fish - no more than 41% breading.
- Vegetables - Frozen, canned - U.S. Grade A
- Fresh Produce - U.S. #1
- Fruit - U.S. Grade A
- Milk - Homogenized grade A - Milk in individual containers.

Food Leaving Sites

Because foods which contain significant amounts of protein (e.g., entrees, salads) spoil quickly when not maintained within specific temperature ranges, only designated items are allowed to be taken home from mealsites.

The following foods are permitted to leave mealsites:

- wrapped breads
- baked desserts
- fresh fruit and individually portioned canned fruit
- unopened milk (participants should be advised to bring the milk directly home and refrigerate it)

The following foods may not leave mealsites:

- entree items

- vegetable/salad items
- soups
- any other food item not specifically mentioned above as permitted to leave the mealsites.

When a congregate mealsite participant is ill, every effort should be made to provide the participant with a home delivered meal as soon as possible through the established home delivered meals system. Delivery in this manner assures that meals will be delivered at appropriate temperatures. Home delivered meals assessments should be performed as with any other home delivered meals client.

If a congregate participant informs the nutrition project that he/she will not be able to attend the mealsite due to illness and a home delivered meal cannot be arranged, then an emergency meal pack may be sent home with a friend/spouse to be delivered to the participant. The emergency meal pack should nutritionally provide one-third of the Recommended Dietary Allowances and should be shelf-stable (i.e., canned and dried foods which are kept in limited quantities at mealsites for this purpose). It may be complemented by the parts of the meal served that day that are allowed to leave mealsites (e.g., fruit, bread). Before a site manager provides this meal, the nutrition project director should be notified, and approval given.

To minimize waste: when a participant who has reserved a meal does not come to the mealsite, suggested procedures are:

- Reinforce reservation system and portion control.
- If a “no show” occurs, offer seconds instead of throwing away the meal.
- Sell to the staff in the building on a market price.

Additional food safety information:

<https://www.fda.gov/food/people-risk-foodborne-illness/food-safety-importance-risk-groups#FS3>

<https://www.pewtrusts.org/-/media/assets/2014/11/seniorcitizensfoodbornediseases.pdf>

KITCHEN FOOD HANDLING AND SANITATION REQUIREMENTS

Minimum standards

The nutrition project's central kitchen, meal sites and caterers must meet the requirements regarding food handling and sanitation as stipulated within the Massachusetts Department of Public Health 105 CMR 590.000, State Sanitary Code for Food Establishments Chapter X and Vending Machines. Food preparation kitchens and meal service sites must have local Board of Health certificates and other applicable licenses.

Food Protection Management:

Nutrition projects and food preparation kitchens shall have at least one full time equivalent person in charge (PIC) who shall be an on-site manager, nutritionist or supervisor and at least eighteen (18) years of age, and must be a certified food protection manager who has demonstrated proficiency by successfully completing an exam that is part of an accredited program recognized by the Department of Public Health.

Recognized providers for certified food protection (CFP) test are:

- Certifying Board for Dietary Managers St. Charles, IL
- Experior Assessments Clearwater, FL
- National Registry of Food Safety Professionals (PTI) Orlando, FL
- National Restaurant Assn. Educational Foundation Chicago, IL

Food Employee (Site supervisor) Training:

All meal site supervisors must be trained annually in the minimum sanitation standards and receive regular, documented in-service training on proper food handling and sanitation practices. Site supervisors' job responsibility is limited to serving food and holding food at the proper temperature. No preparation or cooking is allowed. All site supervisors must demonstrate adequate sanitation knowledge according to their job responsibilities by passing a test (either oral or written) designed by the Massachusetts Executive Office of Elder Affairs. Department of Public Health has approved Elder Affairs' food safety curriculum and has worked very closely with Elder Affairs to identify training needs and monitoring procedures, which will be necessary to request a local variance for Elderly Nutrition state operations. Elderly nutrition projects will use this food safety curriculum to train all site supervisors in safe food handling practices. The training records of each food-handling employee (site supervisor) will be maintained on-site for verification by the Board of Health. The training and certification must be conducted annually.

Each Nutrition Project should have a Local Board of Health Variance on file for each city and town. (Satellite Feeding and Food Manager Certification, 105 CMR 590.003(A))

Employee's Health

There are 76,000,000 foodborne illness cases each year in the US, causing 5000 deaths. Foodborne illnesses are transmitted through cross contamination of food, improper food temperature control, and food handlers' personal hygiene and medical condition. The **BIG FOUR** pathogens are ***Salmonella Typhi*, *Shigella spp.*, *Escherichia coli 0157: H7*, and hepatitis A**. The Elderly Nutrition Program is serving a highly susceptible population as defined in FC 1-201.10(B) (40). It is important for the Employees to report their disease or medical condition to the nutrition project person in charge (PIC).

Who needs to report

- 1 Food employee applicants to whom a conditional offer of employment is made
- 2 Food employees
- 3 Volunteers who work or handle food.

When to report

Employees need to report to the nutrition project person in charge (PIC) of:

Diagnosis with an illness due to one of the following pathogens:

1. Salmonella Typhi,
2. Shigella spp.,
3. Escherichia coli0157: H7,
4. Hepatitis A virus,
5. Entamoeba histolytica,

6. *Canpylobacter* spp.,
7. *Vibrio cholera* spp.,
8. *Cryptosporidium parvum*;
9. *Giardia lamblia*,
10. Hemolytic Uremic Syndrome,
11. *Salmonella* spp. (non-typhi),
12. *Yersinia enterocolitica*,
13. *Cyclospora cayetanensis*, and
14. Any other disease transmissible through food so designated by the Division of Communicable Diseases of the Department in 105 300.000 et.seq., "Regulations Governing Reportable Illness".

One of the following symptoms:

1. Acute gastrointestinal illness
 - Diarrhea
 - Sore throat w/fever
 - Vomiting
 - Fever
2. Jaundice
3. Pustular lesions
 - Represents a direct threat of introducing *Staphylococcus aureus* into food.

Past illness

An employee is ill if he/she has a past illness with one of the pathogens (diagnosis) mentioned above.

High-risk condition(s).

1. Causing or being exposed to a confirmed outbreak involving a **BIG FOUR** illness.
2. Living with person diagnosed with a **BIG FOUR** illness.
3. Living with person exposed to a confirmed outbreak caused by **BIG FOUR** illnesses.

How the Person in Charge (PIC) defines the condition:

Exclusion – The food employee is not allowed in any part of the food establishment where there is a possibility of transmitting the pathogen via food or person-to-person contact.

Restriction – The food employee is limited to duties, which restrict from working with exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles, in a food establishment.

When to exclude or restrict

Condition	Exclude	Restrict
Diagnosed with Big Four pathogens	X	
Acute GI symptoms only		X
Acute GI symptoms & high risk condition	X	
Asymptomatic & positive stool (<i>salmonella</i> , <i>Shigella</i> , <i>E.coli</i>)	X	
Past illnesses (<i>salmonella</i> ≤ 3 months; <i>Shigella</i> or <i>E.coli</i> ≤ last month)	X	
Jaundice	X	
Persistent sneezing, coughing, runny nose		X

Removal of exclusion and restriction 590.003(E) and 590.017

- Freedom from symptoms
- Board of health (Regulatory Authority definition set forth in FC 201.10) approval & Medical clearance.

Food Safety Standards for the Massachusetts Elderly Nutrition Program

Inspection

Every kitchen utilized for the preparation of Title IIIC meals shall be inspected twice per year by the Nutrition Project/Area Agency on Aging using the Elder Affairs Kitchen inspection form. Inspections shall occur at approximately six-month intervals with at least one inspection being unannounced. Inspections should begin during the peak production hours of 5am-9am. Kitchen inspection schedules shall be submitted to the State by September 1 of each year. Inspections must be conducted by two representatives of a single Nutrition Project/Area Agency on Aging. Programs that are part of a consortium may not perform an inspection at the same time. Copies of the completed assessments are to be forwarded to Elder Affairs. Follow-up on issues, which are found to be out of compliance, must be clearly defined with date noted by which it must be rectified (within 1 month). A follow-up inspection should be done to ensure compliance.

Food temperatures

Temperatures of hot and cold foods shall be taken and documented daily before food leaves the kitchen. Temperatures must be 160°F or above for hot food and 41°F or below for chilled food. Temperatures should be taken, after packaging, as close to the time when the food leaves the kitchen, and not as food is removed from the oven or while it is in a steam table. Frozen meals should remain in a frozen state from packaging to delivery to the client.

Meals not eaten at time of delivery

Home delivered meals which are intended to be eaten at a later time (evening, breakfast, holiday) must be delivered either chilled, shelf-stable or frozen and may not be delivered hot. Emergency meals must be shelf-stable. Meals that are intended for next day use may be delivered chilled or frozen. Meals intended for use 2 or more days after delivery must be delivered frozen or shelf-stable.

Foodborne Illness Standard Operation Procedures (SOP)

EOEA and the DPH Food Protection office agreed upon the following SOP protocol to be implemented by both agencies working together. For any potential outbreak cases or questions regarding food appearance, smell, or temperature, the chain of command should be as follows:

1. The site manager will immediately inform the local Nutrition Director or person in charge.
2. The local Nutrition Director must immediately contact Elder Affairs Nutrition Department
3. Elder Affairs will contact DPH Bureau of Environmental Health - Food Protection Program
4. DPH will navigate the process with the local Board of Health.
5. All media communication will filter through EOEA and DPH.

If food spoilage or contamination is suspected as meals are delivered to congregate meal site(s) or to homebound clients, the food should not be served/delivered.

It is recommended that Nutrition Projects conduct an internal investigation, including the verification of spoilage/contamination through laboratory analysis. Additionally, it is recommended that Nutrition Projects have written procedures for such internal investigations. Nutrition Projects shall document and keep on file, record of investigative actions taken and the findings of the investigation.

Site supervisors and other Nutrition Project staff should receive training about procedures in the event of suspected food borne illness or food spoilage/contamination.

Sample meals

All kitchens providing Title IIIC meals shall freeze a sample meal (dated and labelled), which shall be retained for a period of one week.

Packaging meals for transport

Meals must be packaged in heat retaining transport equipment, which maintains the food within the proper temperature range: Hot foods should be maintained at 140 °F or above; Chilled foods should be maintained at 41 °F or below. Frozen meals must be transported in a way which keeps them frozen. It is recommended that milk and other potentially hazardous foods transported chilled (e.g. dairy desserts, cold salad meals) are packaged with ice or other similar, appropriate chilling material, especially during the summer months except when transported in refrigerated trucks.

Food storage

Food storage systems shall ensure a "First-In, First-Out" use of foods. All foods stored in freezers shall be dated and

labeled.

Canned foods

Canned foods must be purchased in hermetically sealed containers from a licensed establishment. No home-canned foods shall be used.

Food Allergy Policy

The following paragraph outlines the Food Allergy Policy. **Please note that in most cases it may not be safe to serve the program's regular meals to a person with a physician documented life-threatening allergy due to the risk of unknown ingredients and cross-contamination.** If there is doubt about the presence of an allergy, results from an allergy test should be presented.

MA elderly nutrition Food Allergy Policy is in compliance with the Food Allergy Awareness Act (FAAA), G.L. c.140 § 6B and Amendments to 105 CMR § 590.000, the State Sanitation Code. The purpose of the Act is to minimize risk of illness and death due to accidental ingestion of food allergens by increasing restaurant industry and consumer awareness of regulations and best practices with respect to major food allergens.

Definition of a Major Food Allergen (105 CMR § 590.002(B)):

Milk, eggs, fish (such as bass, flounder, or cod), crustaceans (such as crab, lobster, or shrimp), tree nuts (such as almonds, pecans, or walnuts), wheat, peanuts, and soybeans; and, any food ingredient that contains these proteins. This definition does not include highly refined oils derived from the foods listed above or ingredients exempt under the petition or notification process specified in the federal Food Allergen Labeling and Consumer Protection Act of 2004 (Public Law 108-282).

Special Requirements (105 CMR § 590.002 (H))

1. Food establishments must display a poster provided by the Department of Public Health in a common work area for employees (Attachment 2). The poster includes information on the major food allergens, health risks of food allergies, procedures to follow for customers with food allergies, and emergency procedures to follow if a customer has an allergic reaction to a food.
2. Food establishments are required to place a notice on all printed menus and menu boards stating "Before placing your order, please inform your server if a person in your party has a food allergy".
NOTE: There are certain institutions that are exempt from the second provision of the regulation (notice on printed menus and menu boards). This exemption states "Food Service operations in institutional settings in which food is prepared and/or served to a specific population (for example, hospitals, non-profit organizations, Older American Act Elderly Nutrition Programs, and charitable food facilities) that have written procedures for identifying, documenting, and accommodating their clients with food allergies are exempt from 105 CMR 590.009(G)".
3. At least one employee from each food establishment must qualify to receive a Certificate of allergen awareness training from an MDPH approved vendor. There are three approved vendors that can issue certificates (Attachment 3). To receive a certificate the employee must view the approved food allergy video and pay a fee of up to \$10. Other employees may watch the video free of charge, but they will not be certified unless they also pay the fee.

Required Actions:

EOEA issued the following food allergy policy effective October 1st, 2010.

Identification and Documentation

All new congregate and home-delivered meal participants will be asked during the initial intake if they have any known major food allergies. This information will be documented using the appropriate existing food allergy question in the Comprehensive Data Set (CDS), the Nutrition Intake Assessment form in the SIMS database or the Congregate NAPIS screening form (add a question to the existing form). For any identified major food allergies, the nutrition project must then contact participants to gather additional information including the seriousness of the food allergy to major food allergen (life-threatening versus non-life-threatening), and to request physician documentation of "life-threatening" which are defined as "resulting in anaphylaxis". If the nutrition project cannot gather the appropriate information from the

participant, the program may, after securing an appropriate release from the participant, also request physician documentation to help further understand the details of the food allergy. Such supplemental information may include foods to avoid, the amount of food that can cause a reaction, description of the reaction, and appropriate foods for substitution. It is recommended that the nutrition project provide the participant a list of the menu items which may contain major food allergens.

SIMS Data Management

User Fields - All identified life-threatening major food allergies should be entered in SAMS using the following two user fields:

1. "Life-threatening food allergy": Response - yes or no
2. "Type of life-threatening food allergy": Response – type the name(s) of the major food allergens: Peanuts, Treenuts, Fish, Shellfish, Eggs, Milk, Wheat, and Soy.

Service Types -The following meal service types are available to be used in SAMS upon request from SIMS support for allergen-free meals:

Allergen-free meal peanuts, allergen-free meal tree nuts, allergen-free meal fish, allergen-free meal shellfish, allergen-free meal eggs, allergen-free meal milk, allergen-free meal wheat, and allergen-free meal soy.

Procedures and Accommodation

Life-threatening Allergies

To ensure the safety of the seniors who participate in the program and due to the logistical challenges of ensuring that all meals are free of the food allergen, participants determined to have a life-threatening food allergy, will be assessed on a case-by-case basis to determine if reasonable accommodations can be made. Reasonable accommodations may include:

- Substitute/alternative meals or parts of the meal.
- Determining whether there is a vendor that can provide substitute frozen meals guaranteed to be free of the allergen, including trace amounts and cross-contamination, and securing the meals from such vendor.
- Canceling an individual's meals on days which potentially offending foods are scheduled to be served.
- Referring the individual to an Aging Services Access Point (ASAP) for an assessment as to what other alternative accommodations may be successful in accommodating the individual.

Non-Life-threatening Allergies

Participants with non-life-threatening allergies or those with intolerances or dislikes will be accommodated in the Elderly Nutrition Program. The accommodation will be set by each local nutrition project. For example, the programs may offer substitute/alternative meals or parts of the meal or recommend that participants cancel meals on days on which potentially offending foods are scheduled to be served.

Once an accommodation is determined, it should be documented in the SIMS database and kept on file.

Training:

- All nutrition project personnel shall be instructed to call 911 and notify their supervisor in the case of an emergency due to an allergic response.
- All Directors, Nutritionists, Site Managers, and Site Workers must view the food allergen training video. The video provides information on foods identified as the major food allergens and the symptoms they could cause in sensitive individuals.
 - Site Managers must view the video within 30 days after being hired.
 - One **paid staff** member from each **site** is required to have a certificate of allergen awareness training provided by an MDPH approved vendor (see Attachment 3 for additional information).
 - The Program will retain documentation of which staff members have viewed the video. Intake/Case Managers and Drivers are strongly encouraged to view the video.

All congregate meal sites must display the food allergy poster provided by the Department of Public Health in the food preparation area.

Frozen Meals and Cook/Chill or Cook/Chill/Rethermalization Systems (MA EOEA-PI-10- 06)

Purpose:

To minimize the risk of foodborne illness to elders served as part of the Elderly Nutrition Program.

Background and Program Implications:

According to the Centers for Disease Control (CDC) an estimated 76 million cases of foodborne disease occur each year in the United States resulting in approximately 325,000 hospitalizations and 5,000 deaths. Food borne illness in the elderly is more likely to result in serious complications and death as a result of infection. One of the most critical methods of preventing foodborne illness is proper time/temperature control. Time/temperature control must be maintained through every step of the food preparation and delivery process to minimize the time food is at unsafe temperatures, known as the Danger Zone. The U. S. Food and Drug Administration (FDA) publishes the *Food Code* with scientifically sound recommendations regarding safe food handling including time/temperature control. The Code details the special handling procedures for high-risk foods, such as those which are cooked, cooled, and later reheated (Food Code 3.403.11(A)). The United States Department of Agriculture (USDA) provides Food Safety Inspection Services to ensure that proper handling procedures are being met in order to minimize the risk of foodborne illness.

Frozen Meal Policy

Home delivered meals are provided through nutrition projects to homebound seniors who meet eligibility requirements. A nutrition project may have their own kitchen or contract with a food service provider to provide meals. The nutrition project is responsible for delivery to senior's homes. Typically a lunch meal is delivered daily, Monday through Friday. The Older American's Act authorizes at least one hot or other appropriate meals per day (OAA Title III Part C, Sec. 331). Some nutrition projects also provide weekend and holiday meals. The nutrition project typically conducts an assessment to determine if a senior requires these additional meals. Frozen meals are served to home delivered meals participants who are assessed to need meal services in addition to hot meals.

Currently, EOEA on behalf of the state-wide nutrition projects procures an agreement and selects frozen meal vendors every 3-5 years (3 year agreement and renew up to 5 years). The procurement requires the contractors to demonstrate their ability to meet all local, state and federal laws and regulations, in addition:

1. The operation has to be under USDA Inspection, meet and exceed all USDA guidelines for cooking, preparation, packaging and storage of frozen meals.
2. Conduct routine analytical testing at a registered laboratory for Listeria and anaerobic bacteria testing.
3. Have a comprehensive Hazard Analysis and Critical Control Point (HACCP) plan in place.

In order to minimize the risk of foodborne illness to elders served as part of the Elderly Nutrition Program, EOEA is standardizing the frozen meal policy.

Required Actions

1. All pre-packaged-ready-to-eat frozen meals for the Elderly Nutrition Program must be produced by facilities which are inspected by USDA and comply with state and federal regulations.
2. Exemptions: All require approval from the Executive Office of Elder Affairs (EOEA)
 - All exempt food service commissaries must meet Massachusetts regulations regarding preparation, storage and transportation of frozen food License under (M.G.L. C 94: 73A) and licensed under MGL c.94, 305C Minimum Sanitation Standards for food handling)
 - All exempted food service providers are required to have a blast freezer and/or demonstrate that they can cool food in a timeline according to the Food Code (from 140°F down to 70°F or

less within two hours and drop the temperature from 70°F to 41°F degrees or less within 4 additional hours).

Requirements for Cook/Chill or Cook/Chill/Rethermalization Systems

There has been an increase in use of the cook/chill or cook/chill/rethermalization systems for both congregate and home delivered meal delivery. According to 21 C.F.R. Part 120 – Hazard Analysis and Critical Control Point (HACCP) Systems, there are many potential hazard and critical control areas involved with this system (cooking, chilling, distribution, refrigeration and service).

The seven principles of HACCP include:

1. Conduct a hazard analysis.
2. Determine critical points.
3. Establish critical limits.
4. Establish monitoring procedures.
5. Identify corrective actions.
6. Verify that the system works.
7. Establish procedures for record keeping and documentation.

Food that experiences multiple temperature fluctuations during repeated heating and cooling has a higher risk of causing foodborne illness. Cold foods which are not reheated to the correct temperature for the appropriate amount of time pose a high food safety risk. For example, USDA provides detailed recommendations on the safe reheating of food using a microwave (http://www.fsis.usda.gov/FactSheets/Microwave_Ovens_and_Food_Safety/index.asp). Foods which are meant to be consumed in a cold state also carry a higher risk as they do not have the control point of heating to kill any potential pathogens.

In Massachusetts, the Executive Office of Elder Affairs (EOEA) works closely with local Board's of Health (LBOH) and MA Department of Public Health (DPH), Food Protection Program (FPP) regulatory agencies, (M.G.L. Chapter 111: Section 127A) and AAA/Nutrition Projects (MA Elderly Nutrition Program Nutrition Standards) to conduct in-state kitchen inspections and monitor food production, transport, and delivery according to appropriate HACCP procedures. In addition, a Standard Operating Procedure (SOP) emergency protocol is in effect to minimize harm to seniors in the case of a foodborne illness outbreak or any other adverse event that food found have been adulterated. Massachusetts also has regulations in effect regarding food preparation (M.G.L. Chapter 94: Section 305A), State Sanitary Code (105 CMR 590.000) as well the storage of cold foods (M.G.L. Chapter 94: Section 69). These critical systems of protection, however, may not exist for food service providers operating outside of Massachusetts. EOEA deems that lack of such collaboration will compromise food safety and risk the health and wellbeing of seniors served by the Massachusetts Elderly Nutrition Program.

Required Actions

1. Cook/Chill or Cook/Chill/Rethermalization systems may only be used if the kitchen location is within Massachusetts.
2. All food service commissaries that use Cook/Chill or Cook/Chill/Rethermalization systems are required to comply with the MA State Sanitary Code, M.G.L. regulations for the storage of cold foods, provide documentation of a comprehensive HACCP system and are subject to routine inspection by LBOH, DPH FPP and EOEA.
3. The kitchen location requirements policy is still in effect (PI-97-16, Location of food preparation kitchen).
4. Programs have until October of 2012 to be in full compliance.

Effective Dates

Programs/food service providers currently freezing their own meals, may finish their contract term, but may not renew. The frozen meal policy went into effect 10/2010, and the policy for cook/chill systems required full compliance by 10/2012.

Commodity and Group Purchasing Programs

Nutrition Requirements

Processed commodities and group purchasing program foods must meet specified nutrition guidelines. These include entrées with less than 500mg of sodium, less than 30% fat, and a minimum of 15 grams of protein for processed meats and 21 grams for whole muscle meats. Fruits must contain less than 200mg of sodium and be a good source of fiber. Foods may not contain MSG and all bakery goods are trans-fat free.

USDA Commodity Foods

The provider shall receive, handle, store and utilize USDA commodities made available for Title III-C, in accordance with State Policy and Procedure for Distribution and Control of Commodity Foods. The provider agrees to comply with these regulations around the proper use, storage, loss or damage of commodities and recording/accounting procedures involved. The provider will be responsible to the Nutrition Project and the State Distributing Agency in the outlined areas of responsibility.

Provider responsibilities

The provider recognizes the following responsibilities to be its own:

- The provider will make use of available USDA commodity foods made available by the Nutrition Project.
- The provider shall submit monthly credit vouchers for commodity foods received attached with the signed receipt of shipment of commodities.
- To confer with the local Nutrition Director and Nutritionist in the ordering of commodities in accordance with an accepted utilization rate and to work with the Nutritionist in designing menus to incorporate the available commodities.
- The provider shall properly store and mark for easy identification all commodity foods.
- The commodities to be credited will be the total value of the commodities received. Credit will be made on the month that the commodities are received.

End of Year Audit Report

At the end of the year, the local Nutrition Director will reconcile commodity usage to ensure accurate commodity reimbursement.

Group Purchasing Program

The provider hereby agrees to purchase and use foods made available to the provider through the Department of Elder Affairs' Group Purchasing program. The Group Purchasing Program will arrange for certain foods suitable for use in the Elderly Nutrition program, such as chicken, to be made available at reduced prices for six-to-twelve-month periods due to the Department's bulk purchasing power. The provider will not purchase such foods independently when food comparable in kind and quality is being offered through the Group Purchasing Program. The Group Purchasing Program applies to commercial products and not to USDA commodities.

Provider responsibilities

- The provider shall purchase, handle, store and utilize foods made available through Elder Affairs' Group Purchasing Program.
- The Nutrition Project shall furnish the provider with information on the availability and prices of foods available through the Group Purchasing Program.
- The provider shall confer with the local Nutrition Director and Nutritionist in the ordering of foods through the Group Purchasing Program and shall design menus to incorporate the available food from the Group Purchasing Program.
- The provider shall make payment directly to the commercial distributor designated under the Group Purchasing Program within thirty (30) days of receiving shipment.

Quality Assurance Reporting

NUTRITION SERVICES QUALITY ASSURANCE PROTOCOL SCHEDULE

The nutrition projects are required to submit various quality assurance reports in a timely manner to ensure their compliance with the federal and state requirements. The schedule is listed in the following table:

	Menus/ Nutrition Analysis (Compu-trition)	Nutrition Education	Kitchen Inspection	Nutrition Counseling	Satisfaction Surveys	EOEA Meeting
Monthly	Regular (submit 4 weeks prior to service)					Nutrition Directors
Biannually		Meal sites (Submit plan by 9/1, submit results by 10/1)	Regular, Nutrition Project, ethnic, etc. (Submit schedule by 9/1. Submit results within 1 month after inspection)	Submit Home Visit Tracking Form		
Quarterly						Nutritionists
Annually	Limited selection (Submit by 3/31)	HDM	AAA, Schools, etc. (Submit schedule by 9/1, Submit results within 1 month after inspection)		Submit results by 10/1	
Spot check	ALL	ALL	ALL			

NUTRITION EDUCATION - Twice per year, submit schedule and topics (including lesson plans, handouts, and evaluation tools) on 9/1 for the following fiscal year. Nutrition education evaluation results due by 10/1.

NUTRITION COUNSELING – Submit the home visit tracking report twice per year which includes details such as care program and funding source for all counseling sessions.

SITE MANAGER TRAINING - Two to four times per year (recommended). Submit log yearly (10/1)

EOEA NUTRITION DIRECTORS MEETING - Monthly.

EOEA NUTRITIONIST QUARTERLY MEETING - September, March, December, and June.

DRAFT PROCUREMENT DOCUMENTS AND SCHEDULE OF CONTRACT FOOD SERVICE VENDOR BIDS - Submit to EOEa no later than 2/1, unless having received prior approval from EOEa.

EOEA/MAENP CATERER'S TECHNICAL ASSISTANCE TRAINING - Conduct yearly.

NUTRITION PROJECT QUALITY ASSURANCE REPORT (STANDARDIZED CUSTOMER SATISFACTION SURVEY) - Submit to EOEa yearly (10/1).

Appendices

Appendix A: Commonly Used Terms for Nutrition Program Structure/Functions

Nutrition Program Director/Manager

The Director is responsible for the supervision and management of the Nutrition Program's multi-funded Elderly Nutrition Program, providing meals to older adults in their homes and at congregate meal sites. Working closely with local communities, food service providers, health/social service agencies, and state/federal regulatory organizations, the Director will ensure quality control in all nutrition and food-service related operations. (See Appendix B: Sample Job Descriptions)

Nutrition Services

The Nutritionist serves as the primary resource on all nutrition-related issues, including – but not limited to – menu planning, nutritional analysis, nutrition education, and nutrition counseling. All new Nutritionists hired after FY13 are required to be licensed by the Commonwealth of Massachusetts (Registered Dietitians preferred).

Nutrition Intake /Meal Assessment Services

Nutrition intake staff is responsible for screening potential new participants for program eligibility, gathering and entering client information into the computer system, and assigning appropriate nutrition services as well as making referrals for other needed services.

Congregate Meals Coordination

The Congregate Meals Coordinator is responsible for the daily operation, food safety, and continuous quality improvement of the Elderly Nutrition congregate meals program. He/she is responsible for supervising, recruiting, and training meal site managers and volunteers.

Meal Site Services

Meal Site Managers are responsible for serving temperature-controlled meals using appropriate food handling techniques and maintaining a reservation system. Site Managers must maintain communication with the Congregate Meals Coordinator and attend required meetings.

Home-Delivered Meals Coordination

The Home-Delivered Meals Coordinator oversees the operation of all home-delivered meal routes in a program service area. He/she is responsible for supervising, recruiting, and training home-delivery and volunteer drivers and ensuring that all guidelines concerning delivery equipment, driver performance, and food transport are met.

Home-Delivered Meals Delivery

Home-Delivered Meals Drivers are responsible for timely delivery of temperature-controlled meals to homebound participants in an assigned delivery area. Drivers must also maintain communication with the Home-Delivered Meals Coordinator regarding any change in a participant's status.

Caterer/Food Service Provider

The Caterer/Food Service Provider is a commercial enterprise or a non-profit organization which is, or may be, contracted with the AAA or Nutrition Projects to manage any aspect of elderly nutrition program food service. The caterer/food service provider is required to meet all nutrition standards, menu policies and sanitation standards stated in this document.

Appendix B: Menu Specification Checklist

Consortium Name (if applicable):

Project Name:

Type of Menu:

Month/Year:

REQUIRMENTS	CHECK	COMMENTS
Each meal provides a minimum of 1/3 DRI		
"A" meats 2 times/week		
Chicken 1 time/week		
High Sodium Days (>1200mg and ≤ 1500mg) Not more than 2x / month		Date(s):
Vegetable/Fruit 2x / day		
High Fiber vegetable – 1x / week		
High Fiber bread		
Fruit dessert – 3x / week		
Vitamin A – 3x /week		
Vitamin C – daily		
All available commodities used		
Average commodity usage per meal		\$.
Purchasing Pool		1. Items used: 2. How often is each item used?
Monthly Average NA		mg
Monthly Average Kcal		

Submitted by (2 original signatures required):

Nutrition Director _____ Date: _____

Nutritionist _____ Date: _____

Date menu completed in Computrition: _____

Appendix C: Sample Menu with Nutrition Information

SENIOR SERVICES Congregate Dining Menu NOVEMBER



Sodium (NA) is listed next to each item in milligrams

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3 (NA)	4 (NA)	5 (NA)	6 (NA)	7 HIGH (NA)
Portuguese Kale Soup (340)	Meatballs w/Sweet & Sour Sauce (450)	Breaded Pork w/Gravy (510*)	Corn Chowder (345)	SODIUM DAY Split Pea Soup (250)
Roast Chicken w/Lemon Dill Sauce (172)	Brown Rice (85) Carrots (42)	Potato Whip (175) Broccoli (15)	w/ Tomato Sauce (312) Green Beans (24)	Slice Ham w/ Pineapple Sauce (710*)
Whipped Potatoes (135) Whole Wht Bread (153)	Rye Bread (200) Pineapple (10)	White Bread (145) Rice Pudding (155)	Whole Wt Bread (175) Mandarin Oranges (12)	Sweet Potatoes (65) 7 Grain Bread (175)
Mixed Fruit (40)		Diet Van. Pudding (190)		Fresh Fruit (25)
Sodium (NA): 947mg	Sodium (NA): 985mg	Sodium (NA): 1,107mg	Sodium (NA): 943mg	Sodium (NA): 1332mg
Calories: 698	Calories: 745	Calories: 800	Calories: 782	Calories: 650

Appendix D: Sodium Policy

MA Elderly Nutrition Program Sodium Guidelines

Salt, a mineral composed primarily of sodium chloride, is an essential nutrient primarily responsible for regulating fluid balance. Sodium chloride also plays a role in muscle contraction, nerve impulses, acid-base balance, digestion, respiration as well as other functions. Salt flavor is one of the basic tastes and has been used as a method of food preservation for many years.

Recommendations/Research

The Institute of Medicine (IOM) has set the Dietary Reference Intake (DRI) for sodium with special consideration to replace sweat losses, especially with high activity levels or humid climates. The DRI Upper Limit (UL) is set at 2.3 grams per day. A < 2.3 gram per day recommendation is set forth by the Department of Health & Human Services (HHS) 2015 Dietary Guidelines for Americans. The IOM does not recommend lower intakes for population subgroups such as seniors because there was no benefit and a risk of adverse effects at levels of 1.5-2.3 gm/day (1). The 2015 Dietary Guidelines no longer recommends a lower sodium intake for the senior population (2). The impact of sodium on health has been contradictory (3). For example, one meta-analysis found that the lowest risk of mortality and cardiovascular events in the usual sodium intake group (2,645 to 4,945 mg/day) compared to the low and high intake groups (4). Another randomized trial of older adults aged 55 to 83 found that a normal sodium diet (2750mg) improved congestive heart failure outcomes compared to a low sodium diet (1800 mg) (5).

Sodium and Blood Pressure

These guidelines have been created because for some people, too much sodium can cause a rise in blood pressure; this is called being "salt sensitive". Patients with elevated blood pressure, kidney, or heart problems often must follow a low-salt diet, generally less than 2g/day.

As is the case with any nutrient, one recommendation does not necessarily fit the needs of whole population. In a position statement of the American Dietetic Association, it is acknowledged that low-sodium diets are often poorly tolerated by older adults and may lead to loss of appetite, hyponatremia, or confusion (6). The paper states that low-sodium diets may be perceived as bland and tasteless and result in unnecessary weight loss, while the benefit of antihypertension treatment may not extend beyond a certain age threshold. It is important to keep in mind the different needs of older adults with regard to sodium.

Recommended Eating Plan

The DASH studies (Dietary Approaches to Stop Hypertension) were conducted by scientists supported by the National Heart, Lung and Blood Institute (NHLBI) (7). The studies found that blood pressures were reduced with an eating plan that is low in saturated fat, cholesterol and total fat and emphasizes fruits, vegetables, and fat-free or low-fat milk and milk products. It also includes whole grains, fish, poultry and nuts while limiting red meat, sweets, added sugars and sugar-containing beverages. Sodium intake was also found to be a factor in lowering blood pressure; therefore the DASH eating plan outlines a sample diet to achieve 2.3 grams of sodium per day. This sample diet provides a range of sodium for a daily intake including 3 meals and snacks. For example, lunch ranges from 550mg of sodium to 1235mg. The average breakfast on the DASH sample plan is 467mg, average dinner is 603mg, and an average snack of 180mg. It is also important to remember that increased potassium is also a key factor in the DASH diet in addition to reduced sodium.

Elderly Nutrition Program

The Nutrition Program guidelines are in accordance with the federal recommendations for sodium and other aspects of the Dietary Guidelines, DRI's (each meal meets 1/3 DRI), and DASH eating plan (emphasizes fruits, vegetables, low-fat milk) and high potassium. A national evaluation of the program found that the meals provided approximately 40 to 50 percent of participants' daily intakes of most nutrients (8). In Massachusetts, over 70% of seniors reported this is their main meal of the day with the

meal providing *more* than 1/3 of their daily intake for 85% of the seniors. Program participants, therefore, are unlikely to exceed total daily recommendations when their other meals are factored in.

How the MA Elderly Nutrition Program Meal Fits

The Elderly Nutrition program meal provides 700-1200 mg of sodium. Older adults who need to reduce sodium intake, should aim to not exceed the amounts listed below for their remaining meals.

Meal	Sodium
Breakfast	350-450 mg
Lunch	700-1200mg*
Dinner	550-650 mg
Total	1600 -2300 mg

*The sodium provided in a meal may be lower than the lower end of the range. Two days per month a high sodium entrée is allowed (total meal <1500mg). High sodium entrees must be marked on the menu and an alternative provided.

References:

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- 7) Sacks, Frank M; Obarzanek, Eva; Windhauser, Marlene; Svetkey, Laura; Vollmer, William; McCullough, Marjorie; Karanja, Njeri; Lin, Pao-Hwa et al. (March 1995). "Rationale and design of the Dietary Approaches to Stop Hypertension trial (DASH)". *Annals of Epidemiology*. 1995;5: 108–118.
- 8) "Serving Elders at Risk, The Older Americans Act Nutrition Programs, National Evaluation of the Elderly Nutrition Program, 1993-1995, Vols. 1-3" (July 1996)