Memorandum of Understanding between

The Heritage Area Agency on Aging

and St. Marks United Methodist Church

# **AGREEMENT**

This agreement is made by and between The Heritage Area Agency on Aging (HAAA), Kirkwood Community College, 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52404, and St. Marks United Methodist Church, 4700 Johnson Avenue, Cedar Rapids, Iowa 52405.

1. **In consideration of the mutual promises and covenants contained herein, the Heritage Area Agency on Aging and St Marks United Methodist Church agree as follows:**
   1. **Location/Space** – Provide appropriate space to establish and maintain an Encore Café location at St. Marks United Methodist Church
      1. **Kitchen** – Provide access to appropriate kitchen facilities, as approved by the Linn County Public Health Department, for preparing and serving of meal, and washing of service items as needed.
      2. **Dining/Programming** – Provide access to suitable area, as approved by the Linn County Public Health Department, for dining and programming efforts.
      3. **Storage**– Provide storage for portable salad bar and a limited amount of storage for disposable goods, supplies, and serviceware.
   2. **MOU type** – This MOU is a grant service agreement paid upon the submission of required information to Heritage.
2. **St. Marks United Methodist Church shall:**
   1. **Location** – St. Marks United Methodist Church will grant HAAA access to the St Marks kitchen and dining/programming space from 11:00a-1:00p, weekly on Tuesdays. If the space is needed due to a funeral, arrangements will be made to relocate the Encore Cafe to another area of the facility. The day of the week and number of serving days may be adjusted, based on feedback and the mutual agreement of both parties.
      1. **Kitchen**: HAAA and its caterer will have access to the kitchen area to make final meal preparations and also the use of dishwashing facilities as needed.
      2. **Dining/Programming:** HAAA and its caterer will has access to the dining room for serving of the meal and also programming. Additional space needs related to evidence-based program offerings and additional services will be requested in a timely manner and will e subject to availability.
      3. **Storage:** Allow HAAA to store a portable salad bar in a mutually agreed upon location when the Encore Cafe is not operating. St Marks will have access and the ability to use the salad bar during non-operating hours. HAAA will have a small amount of storage space to store items such as disposable goods, program supplies, and serviceware.
   2. **Disposal** – St. Marks will provide HAAA access to an appropriate location to dispose of trash while operating the Encore Cafe:
   3. **Volunteers**- St Marks will attempt to recruit volunteers to assist with operations on an as needed basis, based on identified needs.
3. **HAAA shall:**
   1. Provide St. Marks United Methodist Church, with a monthly stipend of $50.00 per month, regardless of the number of serving days. St. Marks will provide a monthly invoice to HAAA for prompt payment.
   2. Provide staff to verse the Encore Café operations.
   3. Provide all service items such as (but not limited to) serving utensils, cups, trays, plate and silverware.
   4. Purchase a salad bar for use during Encore Café serving times.
   5. Purchase dishwashing detergent and/or sanitizer solution as needed, if the dish machine is used.
   6. Provide all marketing materials and guide all marketing efforts for the Encore Café.
   7. Provide monthly menus and updates to St. Marks staff.
   8. Meet monthly, or as needed with St Marks staff to collaborate and review on-going efforts of this agreement.
   9. Pay for any damage, over and above, normal wear and tear, caused by HAAA and/or its contract caterer.

This MOU will be in effect from 2/1/2019 through 12/31/2019.

# TERM/TERMINATION

## Term

Subject to earlier termination as set forth below, this Agreement shall commence as of the Effective Date and shall remain until 12/31/19. Notwithstanding the foregoing, this Agreement may be earlier terminated in accordance with the remaining terms set forth below.

## Termination by Either Party for Convenience

At any time during the term of the Agreement, either party may terminate this Agreement for any reason by giving thirty (30) calendar days’ notice in writing to the other party of the intention to terminate.

## Termination Due to Default

If either party defaults in the performance of a material obligation under this Agreement and fails to cure such default within thirty (30) days after receipt of a written notice given by the other party demanding that the default be cured, the non-defaulting party may terminate this Agreement immediately upon giving a written notice of termination.

## Termination by HAAA Due to Funding or Direction from the Iowa Department of Aging

In the event of reduction, suspension, discontinuance, or other unavailability of funds, HAAA may immediately terminate this Agreement without penalty. In the event, the Iowa Department of Aging directs HAAA to directly provide the services contemplated in this Agreement, HAAA may immediately terminate this Agreement without penalty. All outstanding amounts owed will be promptly paid and HAAA will work with St Marks United Methodist Church to notify Consumers of the change in services.

## Rights on Termination

Termination of this Agreement for any reason shall be without prejudice to any rights which shall have accrued to the benefit of either party prior to such termination. Termination of this Agreement shall not relieve either party from obligations which are expressly indicated to survive termination, including, without limitation, the obligations arising in this MOU.



# ATTACHMENT C,1: SENIOR NUTRITION PROGRAM ASSURANCES FOR THE ACL INNOVATION IN NUTRITION PROGRAM AND SERVICES PILOT PROJECT

Vendor Name:Hy-Vee, Marion, Iowa

*The vendor who accepts funding from Heritage to provide services under this program assures to follow all the following:*

## Site Specific Information for this Pilot Project

* Meals will be served at the Marion Public Library on Monday and Fridays.
* Meals will be served at Lowe Park on Wednesday and Thursdays.
* Meals will be served at St. Marks United Methodist Church (4700 Johnson Ave NW, Cedar Rapids) on Tuesdays.
* Delivery will occur by 11:00 a.m.

## Hy-Vee to Provide for this Pilot Project

* Two entrees, vegetable, appropriate sides, dessert and bread products (if part of menu), milk/beverages.
* Salad Bar at Lowe Park, Marion Public Library, St. Marks United Methodist Church.
* Staff to deliver, set up, and serve food and Salad Bar(s).
* Ice or frozen slabs for Salad Bar(s).
* Disposable goods such as napkins and other items directly related to the serving of the meals.
* Transporting and washing/sanitizing of reusable plates and flatware.
* At least two themed meals per year in cooperation with Heritage.
* Meet with Heritage staff at least monthly to discuss and concerns or opportunities for enhancement.
* Use of registered dietician in analyzing and approving of master menu cycle and as needed for situations specific to the operation and needs of the Encore Cafes.

## Heritage to Provide for this Pilot Project

* Reservation count to Hy-Vee by 4:00 pm of the day before service.
* 24 hours’ notice of cancellation, not including weather related closings.
* Meet with Hy-Vee staff at least monthly to discuss and concerns or opportunities for enhancement.

## Mutually Agreed Upon Goals in Addition to Grant Deliverables

* Service/participation of an average of 35 meals per day.

## Other General Terms

### Eligibility for congregate nutrition services

1. Persons who meet at least one of the following criteria will be eligible to participate in the congregate dining program:

* Age 60 or above
* The spouse or disabled child of an eligible participant who resides with and attends with the eligible participant
* An individual providing volunteer service during the meal period, regardless of age
* Disabled individuals under the age of 60, who reside in a housing facility occupied primarily by older adults which congregate services are provided.

1. Non-eligible individuals may eat at a congregate site, paying the provider’s predetermined price of the meal, if that meal does not deprive an eligible participant of a meal.

### Nutrition performance standards

Each meal served by the nutrition services provider must comply with the Dietary Guidelines for Americans and provide to each participating older individual.

1. A minimum of 33 1/3 percent of the daily recommended dietary intake (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences, if the program provides one meal per day;
2. A minimum of 66 2/3 percent of the allowances if the program provides two meals per day; and
3. 100% of the allowances if the program provides three meals per day.
4. Menus can be adjusted to meet some special dietary needs of program participants.

### Food standards

Standardized tested recipes, are adjusted to yield the number of servings needed and shall be used to achieve the consistent and desirable quality and quantity of meals and ensure compliance with daily recommended dietary allowances.

### Menus

1. Menus shall be planned for a minimum of two weeks, certified in writing by the licensed dietitian whose services are utilized by the vendor and submitted to Heritage for review at least **two** weeks prior to the initial use of the menu. Four weeks is preferred for publication purposes.
2. Hy-Vee will submit to Heritage analyzed menus and the completed Iowa Department on Aging Menu Approval Form completed and signed by a Registered Dietician on a quarterly basis.
3. Menus shall be planned with the advice of dietitians (or individuals of comparable expertise), meal participants, and other individuals knowledgeable with regard to the needs of older individuals.
4. Menus shall include two entrees, vegetable, appropriate sides, dessert (if part of menu), milk/beverages.
5. Hy-Vee may reserve the right to make menu adjustments based on unforeseen circumstances.
6. Nutrition facts of the menu items served, shall be made readily available to program participants.

### Sanitation and food safety

All vendors and dining sites must comply with applicable provisions of State or local laws regarding the safe and sanitary handling of food, equipment, and supplies used in the storage, preparation, service and delivery of meals to an older individual.

1. All raw fruits and vegetables and other foods utilized shall be free from spoilage, filth or contamination and must be safe for human consumption. Unprocessed fresh fruits and vegetables from local gardens and farmer’s markets may be used in the production of meals.
2. The use or serving of outdated perishable, and/or potentially hazardous, food products is strictly forbidden.
3. The vendor will stay informed of any product recalls on foods used in the production of meals and will immediately remove the affected food from production. The vendor will also follow all procedures that are received from the food vendor/supplier for billing credit and/or disposal.
4. Food service personnel, both paid and volunteer are forbidden to work in a food service setting if infected with a communicable disease. Each employee/volunteer directly involved with the preparation or serving of food will complete the “Infectious Disease and/or Illness Reporting Agreement for Employees and Volunteers Working in Food Service Areas” and the vendor will have the agreements available for review, upon request, in a specific file kept separate from the employee/volunteer’s personnel file. The vendor shall have a policy to ensure safe food handling by employees and volunteers. The policy shall include a provision that the vendor will notify Heritage within 12 hours of becoming aware of any client exposure to infectious disease and/or infection through the nutrition program.
5. Food service personnel, both paid and volunteer, will practice hygienic food handling techniques including the wearing of hair nets, while handling food or clean dishes or when entering the kitchen during food preparation or service. **Clean** ball caps may only be used as hair restraint for hair less than 1” in length.
6. Single-use, disposable gloves, or appropriate serving utensils are to be used when serving/preparing food. Bare handed contact with ready-to-eat food is not allowed.
7. Only staff and volunteers who are essential to the production and serving of meals will be allowed in the production area/kitchen while food is being prepared or served.
8. Dining sites must document the temperature of all coolers, freezers and dish machines, as well as the concentration levels of chemicals used in the cleaning and sanitizing of equipment, small wares, and food contact surfaces. This documentation should be stored in the Heritage Dining Site Program Binder.
9. Dining sites must monitor food temperatures each day prior to service of home-delivered and congregate meals to ensure that all food is served within the proper temperature ranges. A temperature record must be kept on file and available to Heritage upon request. Home delivered and congregate meals shall be transported in insulated bags and coolers to aid in maintaining safe temperatures. These meals shall not be transported in non-insulated containers such as cardboard boxes or grocery sacks. Temperatures of congregate site meals shall be taken and documented upon arrival of the food to the site and prior to serving of both congregate and home delivered meals.
10. Foods that need time and temperature control for safety (TCS Foods) and ready-to-eat foods (food that is able to be eaten without additional preparation, washing or cooking) such as; cut tomatoes, cut melons, cut leafy greens, prepared salads, meats/seafood, dairy, potato salad, deli meats, will be stored at 41 degrees or below.
11. Vehicles (owned/leased and volunteer) that are used to deliver food should be clean and sanitary.
12. All staff and volunteers will present themselves in a professional manner. Uniforms or clothing will be neat, clean and free of tears or holes. Closed-toed shoes will be worn by all staff and volunteers while in the kitchen or serving areas. Facial jewelry must be covered or not worn during the production and serving of food.
13. Staff and volunteers will prepare and serve food in accordance with the current food code of their specific county and the most current version of the Iowa Food Code.
14. Staff and volunteers will wash their hands after using the restroom or upon entering/reentering food preparation or serving areas.
15. Dining sites will adhere to the current the Heritage Regional Nutrition Program Policies and Procedures regarding the clean-up and handling of bodily fluid and will have equipment/supplies dedicated to the clean-up for such situations available for staff/volunteer use.
16. The vendor shall report the occurrence or suspected occurrence of a food-borne illness to Heritage within 12 hours. Heritage will report this information to the Iowa Department on Aging within 12 hours of notification.

These assurances have been reviewed with appropriate administrative and program staff:

