

**CITY OF EL MIRAGE**  
**SENIOR CENTER CONGREGATE MEAL PROGRAM SERVICE**  
**AGREEMENT**

THIS CONGREGATE MEAL PROGRAM SERVICE AGREEMENT, (“Agreement”) is made and entered into as of the date of the later signature below, by and between the City of El Mirage, an Arizona municipal corporation (“City”), and Banner Health, an Arizona nonprofit corporation, on behalf of itself and as agent for its consolidated affiliates, d/b/a/ Banner Olive Branch Senior Center (“Contractor”).

**RECITALS**

- A. The City of El Mirage is authorized and empowered by provisions of the City Code to execute contracts for professional services by and through its City Manager;
- B. The City desires to obtain services for the City’s Congregate Meal Program (“Services”) as described in the attached scope of work (Exhibit “A”) in accordance with the terms of this Agreement;
- C. Contractor is duly qualified to perform the requested Services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and obligations set for herein, the parties hereto agree as follows:

**1.1 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the City to provide the professional Services required by this Agreement and Exhibit “A” attached hereto and incorporated herein by this reference. The Contract Administrator for the City will be Valerie Ojeda, Fiscal Services Administrator, or designee. The Contract Administrator shall oversee the execution of this Agreement, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator. City reserves the right to change the Contract Administrator for the City without prior approval of the Contractor.

**1.2 SERVICE DESCRIPTION**

Contractor shall provide the services described in Exhibit “A.” All work will be reviewed and approved by the Contract Administrator to determine acceptable completion.

### **1.3 SERVICE DAYS AND LOCATION**

Meals shall be provided to the City of El Mirage Senior Center, 14010 N. El Mirage Road, El Mirage, Arizona, Monday through Friday of each week (Service Day), except those days identified by the City as holidays.

### **1.4 NUMBER OF MEALS**

Contractor shall provide a minimum of ten (10) hot, nutritious meals each Service Day at the El Mirage Senior Center. If City requires that more than ten (10) meals be provided on a Service Day, City shall notify Contractor no later than 1:00 p.m. of the preceding Service Day of the number of meals to be provided the next Service Day. The City may, at its sole discretion, notify Contractor more than one Service Day in advance of the meals required (i.e., providing the number of meals required for an entire week). The amount of required meals may increase if demand for additional meals increases. The amount of meals required is generated by the demands of the senior adult community using these services, based on the taste, quality and appeal of food offered by the Contractor. Quantity may vary from summer to winter.

### **2.1 COMPENSATION, RECORDS, AUDIT**

#### **2.2 COMPENSATION**

2.2.1. Contractor shall be paid for Services provided at the following rate:

- a. 1 to 20 meals per day individually packaged - Six and 50/100 Dollars (\$6.50) per meal.
- b. 21 to 40 meals per day individually packaged – Seven and 00/100 Dollars (\$7.00) per meal.
- c. 41 + meals per day produced in bulk – Six and 50/100 Dollars (\$6.50) per meal.
- d. The above rates include all sales and other applicable taxes.

2.2.2. Contractor will be paid for meals and labor provided on a monthly basis. Contractor shall submit a billing for the preceding month not later than the 5<sup>th</sup> calendar day following the close of the preceding month. Contractor shall verify the bills by the daily receipts signed by the City's Senior Center management staff. City will pay Contractor not less than fifteen (15) business days after receipt by City of Contractor's billing for the previous month.

#### **2.3 BILLING RECORDS, AUDIT**

Contractor shall maintain all books, paper documents, accounting records and other evidence pertaining to such monthly billings and shall make such materials available at all reasonable times to the Contract Administrator. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require in order to make a determination of work performed and payment due.

## **2.4 ADDITIONAL SERVICES; PRICE ADJUSTMENT**

The total Scope of Work to be performed by Contractor in accordance with this Agreement is set forth herein and in Exhibit "A." Services not included in this Agreement, including Exhibit "A," will be considered Additional Services. Contractor shall not perform any Additional Services without written authorization from the City. It shall be presumed that all services performed/provided by Contractor were included in the Agreement and contemplated by Contractor as being part of the original Scope of Work and the fees set forth herein, unless such services have been separately approved by the City, in writing, as Additional Services. Contractor shall not be paid for any Additional Services that are not authorized by the City in writing.

## **3.1 TERM, EXTENSION, TERMINATION**

### **3.2 TERM AND EXTENSION**

This Agreement shall be in full force and effect only when approved and signed by both parties including City's City Manager as attested by the City Clerk.

The contract period will be for an initial period of twelve (12) months, commencing on the date Agreement has been executed, as indicated herein, above. The Agreement may be extended for an additional four (4) one (1)-year periods by written notification of at least thirty (30) days prior to each extension from the Contract Administrator. Notification will be signed by both the City and the Contractor. Rates may not be negotiated until the Agreement has been in effect for a period of at least three (3) years, or upon exercising the third contract extension.

### **3.3 TERMINATION**

3.3.1. Contractor may terminate this Agreement at any time, without cause, by providing the City not less than sixty (60) days written notice of termination.

3.3.2. City may terminate this Agreement for convenience (without cause) by providing the Contractor not less than sixty (60) days written notice of termination.

3.3.3. City may immediately terminate this Agreement in the event the Contractor fails to perform any of the provisions of this Agreement, including the provisions of Exhibit "A," and fails to remedy the defect or breach within five (5) calendar days after receipt of notice to remedy defect or breach.

3.3.4. This Agreement is subject to the provisions of ARS §38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City or any of its departments or agencies, is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a contractor to any other party of the Agreement with respect to the subject matter of the Agreement.

3.3.5. If any law, regulation or rule is enacted or modified or there is any substantial change in the judicial or administrative interpretation of an existing law, regulation or rule, in either case in a manner that materially and adversely affects a party's ability to perform under this Agreement or to realize the intended benefits of this Agreement, or if any governmental entity determines that this Agreement is illegal or jeopardizes Contractor's tax exempt status, then either party may, in lieu of giving a notice of termination, give written notice of such event to the other party and the parties shall thereafter use their best efforts to modify this Agreement in a manner that mitigates the effect of the change or removes the illegality or jeopardy to tax exempt status. If no modification can be agreed upon by the parties within a reasonable period following the notice (not to exceed 30 days), then either party, in its discretion, may terminate this Agreement immediately by written notice to the other party.

### **3.4 FUNDS APPROPRIATION**

If the City Council does not appropriate funds to continue this Agreement and pay for charges hereunder, the City may terminate this Agreement at the end of the current fiscal period. The City agrees to give written notice, pursuant to Section 3.3, of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

### **4.1 GENERAL TERMS**

### **4.2 ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

### **4.3 ARIZONA LAW**

This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

### **4.4 MODIFICATIONS**

Any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after approval of all parties signing the original Agreement.

### **4.5 ASSIGNMENT**

This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement will be binding on

the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, Contractor shall have the right to assign or otherwise transfer its interest under this Agreement to any related entity. For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all of substantially all of the Contractor's assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving Contractor. Any assignment to a related entity shall not require the consent or approval of City in order to be effective.

#### **4.6 SUCCESSORS AND ASSIGNS**

If permitted and agreed upon by such successor and assignee, individual, company, partnership or entity, this Agreement shall extend to and be binding upon Contractor, its successors and assignees, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

#### **4.7 ATTORNEY'S FEES**

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party may be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses determined by the court sitting without a jury or arbitration board, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment or by arbitration award.

As an alternative to filing a lawsuit to resolve the dispute, the parties may elect to arbitrate the dispute.

#### **4.8 NOTICES**

All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:     Banner Home Care  
  Attn: VP, Post Acute Services  
  275 E. Germann Road, Suite 110  
  Gilbert, AZ 85297

With a copy to:                     Banner Health Legal Department  
  Attn: General Counsel  
  2901 North Central Avenue, Suite 160  
  Phoenix, AZ 85012



#### **4.13 BUSINESS LICENSE**

Contractor must obtain and keep current at all times during the term of this Agreement and any renewal period a City of El Mirage business license.

#### **4.14 ASSESSMENT AND MONITORING**

Contractor agrees its performance under this Agreement will be evaluated and monitored by City throughout the term of the Agreement and any renewal periods for the purpose of assuring that the Agreement is being implemented appropriately.

#### **4.15 INDEMNIFICATION**

The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the City's negligent acts in connection with the Services and the acts of its contractors, subcontractors or consultants or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

#### **5.1 INSURANCE**

The Contractor, at Contractor's own expense, shall self-insure or purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- or above. All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Agreement.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Unless self-insured, the insurance policies, except Workers' Compensation required by this Agreement, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

## **5.2 INSURANCE COVERAGE**

### **5.2.1 General Liability and Food Service Liability Coverage**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

### **5.2.2. Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work.

### **5.2.3. Workers' Compensation**

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the Services; and Employer's Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

## **5.3 CERTIFICATE OF INSURANCE**

Prior to commencing Services under this Agreement, Contractor shall furnish the City with self-insured letters or Certificates of Insurance (naming the City as additionally insured, unless self-insured). If a policy does expire during the life of the Agreement, a renewal certificate must be sent to the City thirty (30) days after the expiration date.

## **6.1 FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS**

To the extent applicable under A.R.S. §41-4401, Contractor warrants its and to the best of its knowledge, its subcontractors' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. §23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City.

**7.1 SEVERABILITY AND AUTHORITY**

**7.2 SEVERABILITY**

If any term or provision of this Agreement shall be found to be illegal or unenforceable, it shall be modified to the least extent possible to make the term or provision legal or enforceable and this Agreement and the remaining provisions shall remain in full force and effect.

CITY OF EL MIRAGE

CONTRACTOR: Banner Health, an Arizona nonprofit corporation, on behalf of itself and as agent for its consolidated affiliates, d/b/a Banner Olive Branch Senior Center

\_\_\_\_\_  
By: J. Crystal Dyches  
Its: City Manager

By: \_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Its \_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT “A”

### BACKGROUND

The goal of the congregate nutrition program is to promote better physical and mental health for older adults and adults with disabilities through nutritious meals and activities that encourage socialization. The target population is aged 55 and over in social and economic need. Services include, but are not limited to, meal preparation, nutrition management and compliance with regulations set forth by regulatory agencies. Meal delivery to the El Mirage Senior Center may also be included.

The Senior Lunch Program is offered Monday through Friday, with meal service beginning at 11:00 a.m. at the El Mirage Senior Center, 14010 N. El Mirage Road, El Mirage, AZ 85335. Approximately twenty-five (25) meals are currently served each day.

### QUALIFICATIONS

The food service provider must be approved and licensed as a food service provider with a proven successful and sustained record of providing quality food services as described in this RFP. The food service provider must maintain constant communication with the City of El Mirage Senior Center Staff. The food service provider must have a permanent facility with sufficient space, equipment, staff, storage and refrigeration to meet the terms of this Contract by the target date. The food service provider must maintain a grade ‘A’ sanitation rating from the Maricopa County Health Department.

### PROVIDER RESPONSIBILTIES

Responsibilities include, but are not limited to:

- Ordering and supplying any necessary food and drink items, condiments, napkins, utensils, cups, and any other supplies needed to assemble, store, and deliver meals as requested.
- Meals may be provided in individual packaging or in larger buffet-style trays for use in a serving bar.
- Developing and staffing routes and schedules to ensure all meals and food items are served within the specified times. Meals are to be served between 11:00 a.m. and noon, with meal service beginning at 11:00 a.m.
- Maintaining daily temperature logs of all refrigerators, freezer, and dry storage areas.
- Possessing (in valid status) all required permits, insurances, and licenses.

- Monitoring, communicating, and providing for approved substitutions of unavailable product.

Preference may be given to food service providers who can also assist with meal planning, or who offer fundraising, outreach, or nutritional programs.

Services will not be required on the following City Holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve  
Christmas Day

(When a holiday falls on Saturday, it will be observed the preceding Friday. When a holiday falls on Sunday, it will be observed the following Monday)

A "frozen lunch" or other type of take-home meal shall be provided by the food service provider, in addition to the regular meal, the weekday before the holiday identified above.

#### FOOD PREPARATION AND PACKAGING

All meals must be prepared in a facility that meets all Federal, State and Local food codes. The food service provider will be allowed use of the Senior Center kitchen which meets all codes. All food used must meet standards of quality, sanitation, and safety applying to foods that are processed in a commercially licensed establishment. All employees involved in the preparation and delivery of meals provided under any resulting contract must have training in safe food handling techniques and use good hygiene techniques and practices in all handling of food. All products specified herein shall be processed, packaged and delivered in accordance with any and all applicable Federal, State and local laws, ordinances, and regulations; and be clean, wholesome, free from spoilage, adulteration and mislabeling, and safe for human consumption. Food service provider should be familiar with the nutrition guidelines for the aging. All food shall be packaged, stored and transported in a manner to protect against potential contamination including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Food handling techniques from preparation to plating and freezing must be provided with response. Preference should be given to food service containers and meal service plates, trays or utensils that can be biodegradable.

All items delivered must be in strict accordance with the specifications contained herein and will be subject to tests conducted on a random sampling basis during the life of the Contract. An

authorized City representative shall have the right to inspect the premises, facilities, and processing methods for producing items covered by this Contract.

Meals must be assembled in sufficient bulk quantities with the specified number of portions for the number of persons to be served at the El Mirage Senior Center. Quantities shall not be construed to represent amount City shall be obligated to purchase or provide under this Contract, nor relieve the food service provider of the obligation to fill orders placed by the City. Volume will depend on actual need.

All prepared food shall be provided in single serve aluminum trays with a cardboard top and pressed seal. All meals are to be delivered hot and stored in thermal zipped bags. Cold items (including milk, juices, and fruit) are to be delivered in an iced chest cooler. All prepared and delivered food must meet Health Department standards for sanitation.

Portions shall be appropriate per dietary guidelines and sufficient to service the number of requested meal participants per day. The City shall have the right to order additional quantities from an outside vendor to meet needs in the event of any shortages. Should the shortage be the result of food service provider's negligence, City shall be reimbursed for the cost of the additional meals or shall be entitled to meal credits in a sum equal to the expenditure plus related expenses.

Menu substitutions are to be made in emergencies only. Price increases for meal components will not justify changes. Menu substitutions will be acceptable if, 1) need foods are unavailable from the supplier, 2) change in product formulations for processed foods results in nonconformance with specifications. Food service provider must contact the City for approval before any substitution is made. Substitutions should be limited to no more than three (3) per month.

Donated foods may be acceptable provided all standards are met, and prior approval received. Quantities must be sufficient to service all program participants for that meal.

The temperatures of all foods received must be taken and recorded. Temperature should be: hot at or above 160° F and cold at or below 40° F. Completed forms must be kept on file at the El Mirage Senior Center.

If food temperatures are not within these standards, immediate action should be taken to improve temperatures. Packaging and/or congregate meal service must be delayed until appropriate temperatures are attained.

Delivered/served food shall be checked daily for acceptable quality, appearance and for adequate quantity based on the number of each meal.

Condiments shall be provided by the food service provider, individually packaged. They shall include, but not be limited to, mustard, ketchup, relish, mayonnaise, salt, and pepper.

Food service provider shall provide all serving utensils, flatware, napkins, and cups. City will provide plates.

Loading and unloading of the containers from the vehicle into and out of the site shall be the responsibility of the food service provider.

Holiday theme meals shall be prepared and delivered at the same price as hot meals served on regular days. Theme meals should include a Mexican food menu one day each week. Included are site special events, annual cookouts, holidays, and celebrations.

The City reserves the right to request meal credits for all meals found to not meet these requirements.

### MEAL STANDARDS & FORM SPECIFICATIONS

Area Agency on Aging, Inc. "Standards and Form Specifications" as outlined below are the food standards, specifications, preparation, and nutritional content guidelines that the City and any food service provider must follow. These standards and specifications shall be considered for meal planning:

Each meal served must contain at least one-third of the current Recommended Dietary Allowances as established by the Food and Nutrition Board of the National Academy of Sciences National Research Council. Nutrition is an important factor in the continuing health and independence for older adults; therefore, the following guidelines will ensure proper dietary meals from the Senior Center. These guidelines are for senior centers providing congregate and home-delivered meals under Title III-C of the Older Americans Act.

1. Meat or Meat Alternative Groups: Two (2) to three (3) oz. cooked edible portions of meat, fish, fowl, luncheon meats, eggs, or cheese per meal. Meal alternatives may be used occasionally for variety and may include cooked dried beans, peas, nuts, peanut butter, etc.
2. Vegetables: The requirement is to provide a total of one (1) cup of vegetables. The only juice that may be used is a vegetable-based juice (e.g., tomato, V-8, Clamato) for a minimum of six (6) ounces.
3. Fruits: Fruit is required to be a daily meal item, with fresh fruit being desirable but not required. Serving size must be three-quarter (3/4) cup per meal.
4. Grains: One serving (two (2) ounces or two (2) products for one (1) ounce each) per meal of the following:
  - a.) Enriched or whole grain: one (1) each of bread, biscuits, muffins, rolls, sandwich buns, cornbread, hot breads, dumplings (medium size), pancakes/waffles, tortilla or crackers (six (6) in quantity).

- b.) Enriched or whole grains: cereals, spaghetti/macaroni, noodles, rice (each one half (1/2) cup), sweet potatoes/yams (each one half (1/2) cup).
  - c.) Other products containing grains could be included with discretion: oatmeal cookies, fruited shortcake, fruit cobblers using flour or oatmeal as cobbler, cakes or other baked goods using flour, bread pudding.
5. Milk Group: One half (1/2) pint serving per meal of any variety: fortified skim, or low fat milk or chocolate flavored fortified milk.
  6. Vitamin Requirements: Each meal must contain a food rich in Vitamin C daily, and four times a week a meal must be served with foods rich in Vitamin A. Vitamin and/or mineral supplement pills may not be provided.
  7. Butter or Fortified Margarine: One (1) teaspoon may be used in the cooking process or given directly to participants for use at their own discretion.
  8. Optional Beverages: 6 oz. juice may be offered in place of a fruit or vegetable (vitamin C or A).
  9. Dessert: In an effort to meet the requests of senior adults who purchase meals at the El Mirage Senior Center, sweet desserts should be included with every meal. These could include, but not limited to, simple desserts such as ice cream, ice milk, sherbet, etc, or grain-based desserts such as oatmeal cookies, fruited shortcake, fruit cobblers, cakes, bread pudding, or other baked goods.
  10. Iodized Salt: Salt should be avoided or used only lightly in cooking, placing more emphasis on using herbs and spices. When using salt, only use iodized or sea salt in food preparation and for salt given to participants for personal seasoning. Avoid non-iodized salt.

## FOOD RESOURCES

### 1. Meat or Meat Alternatives:

Required serving is two (2) to three (3) ounces cooked edible portions. Substitutions for one (1) ounce cooked meat, fish or poultry:

- 1 egg
- 1 ounce of cheddar cheese (e.g., cheese enchilada)
- 1/2 cup cooked dried beans, peas, and lentils
- 2 Tbsp of peanut butter

- 1/4 cup of cottage cheese (e.g., meatless lasagna)

## 2. Vegetable Requirements:

Vegetables must be served a total of ten (10) times per week. An additional requirement is to vary the vegetables in this format:

- 2-3 from dark green vegetables: (spinach, broccoli, romaine lettuce, brussel sprouts, bell peppers).
- 1-2 from orange/deep yellow vegetables: (carrots, yams, sweet potato, root type vegetables such as beets or turnips).
- 2-3 from legumes (can count as protein or vegetable): peas, lentil beans, navy beans, etc.
- 2-3 from starchy vegetables: (potatoes, corn, peas, acorn/winter squash, yam, sweet potatoes).
- 2-3 from other vegetables: (summer squash, zucchini, green beans, wax beans, cauliflower, tomatoes, yellow/red bell peppers).

## 3. Vitamin C Sources:

To conserve vitamin C in cooking, use as little water as possible, cover pan and do not overcook. Best results can be achieved when potatoes are baked with the skin. Identify these foods on the menu (to be approved by the Registered Dietitian) by writing “(C)” behind the appropriate foods.

A Good Source of Vitamin C supplies at least 1/3 of the recommended amounts of those vitamins needed daily (USDA). Vitamin C foods must be served daily in 1/2 cup serving size.

FRUITS: blackberries, cantaloupe, grapefruit, guava, honeydew melon, kiwi, mango, oranges, papaya, peaches (frozen), red raspberries, strawberries, and tangerines.

JUICES (full strength): cranberry, grapefruit, orange, pineapple/grapefruit, tangerine, tomato, and vegetable.

VEGETABLES: asparagus, black-eyed peas, broccoli, brussel sprouts, cabbage (white or red), cauliflower, coleslaw, turnips, green peppers, lima beans, potatoes (sweet or white only when baked or boiled with skin), spinach, tomato (one medium sized), and greens (greens include: beets, chard, chicory, collard, dandelion, kale, mustard, and turnips).

## 4. Vitamin A Sources:

A good source of Vitamin A supplies at least 1/3 of the amounts of those vitamins needed daily (USDA). Vitamin A foods must be served daily in 1/2 cup serving size.

FRUITS: apricots, cantaloupe, mango, papaya, persimmon, and pumpkin

JUICES (full strength): apricot nectar, papaya, and tomato

VEGETABLES: broccoli, carrots, mixed vegetables, peas/carrots combination, spinach, yellow squash, sweet potatoes, and greens (greens include beets, chard, chicory, collard, dandelion, kale, mustard, turnips).

OTHER FOODS: lamb quarters, liver, liverwurst, and whitefish (3-ounce servings).

Identify these foods on the menu (to be approved by the Registered Dietitian) by writing "(A)" behind the appropriate foods.

### MEAL PLANNING REQUIREMENTS

Menu approval process:

1. A six (6) week menu cycle will be prepared by the food service provider in accordance with the Meal Standards rotating for a six (6) month period (Spring/Summer and Fall/Winter) and approved by the El Mirage Senior Center's staff.  
Exceptions/adjustments to this meal cycle will be requested for Holiday or themed events such as St. Patrick's Day, Valentine's Day, etc. These special meal days will be coordinated with the food service provider. Preference may be provided to agencies that are prepared to submit their own menu plans.
2. Menu planning guidelines:
  - a.) Prior to planning the menu, El Mirage Senior Center staff will conduct a formal or informal survey of participants to discern dislikes and preferences and survey all participants served to provide specific menu concerns, suggestions or compliments.
  - b.) All cooks must successfully complete a Nutrition and Therapeutic Nutrition course from a community college or university and should attend Area Agency workshops and other seminars for continuing education.
  - c.) Plan menus for a variety of color, form texture, temperature, flavor and cultural customs.
  - d.) Plan to use seasonal foods. Fresh food substitutes while in season are more nutritious and are less expensive than frozen and canned foods.
  - e.) Do not repeat the same flavor in different dishes within the same meal, or within the same main dish in a week or in the same food item two days in a row (e.g., bacon/lettuce/tomato sandwiches cannot be served with bacon-spiced green beans. Spaghetti and lasagna cannot be served together.

- f.) Limit fried foods to no more than two (2) times within a five (5) week cycle. Menus must be planned to reduce the frequent use of foods high in sugar, salt and saturated fats.
- g.) Limit processed meats (i.e. ham, frankfurters, luncheon meats, chicken and turkey rolls, etc., to no more than three (3) times within a five (5) week cycle.
- h.) Mixed green salads should include a variety of lettuces, greens and at least three (3) additional vegetables. Do not use iceberg lettuce only as a salad. On the menus, identify the added items to the salad (i.e., tossed salad with tomatoes and cucumbers).
- i.) Gelatin may not be served plain. Fruit, fruit juices or vegetables must be added for appropriate nutritional value. The menu must identify the gelatin and fruit, or vegetable (e.g., strawberry gelatin with bananas).
- j.) Always consider the highest nutritional values for each menu item:
  - Whole grain breads and rolls (e.g., muffins, biscuits, and cornbread);
  - Fresh fruit at least weekly; and
  - Fresh fruit or vegetables instead of frozen or canned.
- j.) Plan menus with a variety of vegetables and try to include one new vegetable in each six (6) week cycle.
- k.) Limit baked casseroles to once a week. Nutritious baked goods include peanut butter cookies, apricot cobbler, pumpkin pie or custard, gingerbread, carrot cake, etc. When preparing baked desserts from a commercial mix, substitute fruit juice for water to increase the nutritional value of the dessert.
- l.) Any varieties of chips (potato, corn, tortilla, etc.) are not considered a vegetable for a possible menu item as a “vegetable.” Chips can only be offered in addition to the meal standard.
- m.) Condiments and/or garnishes are not a vegetable serving (e.g., lettuce, tomato, onion served with hamburger).
- n.) If a three (3) compartment plate is used for service, try to plan menus to fill each compartment. This adds to the visual aesthetic appeal of a meal. If the meal only requires two (2) compartments, plan on providing an additional item such as 1/4 cup of hot fruit, vegetables, or hot bread.
- o.) Consider the cost of the food items in your area and from your vendors.
- p.) If the food planned for the day is poor quality, the food cannot be served.

- q.) If there was a mix-up in the food delivery on the day of service and the menu food item was not available, another item may be substituted from same food group and offering equal nutrition.
- r.) If a fresh food substitute unexpectedly became available and meets the required meal standards, it may be substituted for a frozen or canned food item.
- t.) Occasional changes for holidays or special occasions may be made.