



**State of Alabama  
Department of Mental Health  
Central Purchasing  
Solicitation**

<b>Solicitation</b> RFB 061 19000000725	<b>Document Phase</b> Final	<b>Document Description</b> Food Services / Snacks / Meals, etc.
<b>Procurement Folder</b> 776309	<b>Creation Date</b> 01/18/19	<b>Print Date</b> 01/22/19

## Request for Bids

### CONTACTS

Contact	Name	E-mail	Phone
<b>Requestor:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
<b>Issuer:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
<b>Buyer:</b>	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

**Bids will be accepted from:** 01/22/19  
to: 03/07/19 11:00 AM  
**Bids will be opened:** 3/07/19 11:00 AM

#### TO BE COMPLETED BY VENDOR

**Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.**

1. Delivery: Can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
2. Terms: \_\_\_\_\_ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within \_\_\_\_\_ days.
4. Vendor's quotation reference number, if any: \_\_\_\_\_ (this number will appear on the purchase order.)
5. E-mail address: \_\_\_\_\_ Internet Website: \_\_\_\_\_
6. General Contractor's License No: \_\_\_\_\_ Type of G.C. License: \_\_\_\_\_

Return invitation to bid:

\_\_\_\_\_ Regular Mail  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
P.O. Box 301410  
Montgomery, AL 36130-1410

\_\_\_\_\_ Courier  
State of Alabama  
Alabama Mental Health  
Purchasing Office  
100 N. Union St. Suite 570  
Montgomery, AL 36104

#### Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and**

\_\_\_\_\_  
VSS Account No. (Must match registration)

\_\_\_\_\_  
Authorized Signature (Ink)

**Subscribed before me this**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type/Print Authorized Name

\_\_\_\_\_  
Day of \_\_\_\_\_

\_\_\_\_\_  
Mail Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Toll Free Number

\_\_\_\_\_  
Term Expiration:

\_\_\_\_\_  
Phone Including Area Code

\_\_\_\_\_  
Fax Number

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 1      **Line Type:** Item  
**Commodity Code:** 9621900000      **Quantity:** 0.00000  
**Commodity Description:** DO NOT USE: Use 5-digit code.      **Unit:** Each  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

Food Service, Guaranteed Price Per Meal In Accordance With Contract Terms. For Double Portion Meals. The Facility Shall Be Authorized To Two Times The Regular Meal Cost For Triple Portion Meals. The Facility Shall Be Authorized To Pay Three Times The Regular Cost "For The 3800 Calorie (Large) Meal, The Facility Shall Be Authorized" To Pay One And One-Half Times The Regular Cost

Cafeteria and Restaurant Services

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building  
Suite 568  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 2      **Line Type:** Item  
**Commodity Code:** 9621900000      **Quantity:** 0.00000  
**Commodity Description:** DO NOT USE: Use 5-digit code.      **Unit:** Lot  
**Extended Amount:**      **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_  
**Extended Description:** \_\_\_\_\_

Food Service, Snacks, Special Events/Catering. (In Between Meal Foods/Beverages, Extra Meal Components, Floor Stock, Service Ware, Jugs, ETC. Cost Plus %

Cafeteria and Restaurant Services

**SHIPPING AND BILLING****Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building  
Suite 568  
Montgomery, AL 36130

**Delivery Date:**

**Delivery Type:**

**COMMODITY INFORMATION**

**Group:** 1 Default Commodity Group      **Line:** 3      **Line Type:** Item

**Commodity Code:** 96219000000 **Quantity:** 0.00000  
**Commodity Description:** DO NOT USE: Use 5-digit code. **Unit:** Each  
**Extended Amount:** **Unit Price:**  
**Preferred Vendor:** \_\_\_\_\_

**Extended Description:**

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Supplies. (Per Meal) Supplies, Includes Production Equipment, Patient Trays, Service Utensils, Cups, Mugs, ETC. (Per Meal)

Cafeteria and Restaurant Services

**SHIPPING AND BILLING**

**Shipping**

ADMH- Central Office  
100 N Union  
RSA Union Building  
Montgomery, AL 36130

**Delivery Date:**

**Billing**

ADMH- Central Office Accounts Payable  
100 North Union / Phone: 334-242-3799  
RSA Union Building  
Suite 568  
Montgomery, AL 36130

**Delivery Type:**

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**AUTHORITY:**

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

**AWARD:**

The Department of Mental Health reserves the right to: (1) award bids on an "all or none" basis; (2) award bids on an "item by item" basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

**BID RESPONSE INSTRUCTIONS:**

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

**BID REJECTION:**

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified

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- Bid responses received late
- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

#### CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

#### MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

### STANDARD TERMS AND CONDITIONS

#### VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS

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assigned number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract to include renewal periods.

**INTENT TO AWARD:**

The State of Alabama Department of Mental Health will issue an "Intent to Award" before the final award is made. The "Intent to Award" will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

**ALTERNATE BID RESPONSES:**

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

**INTERNET WEBLINKS:**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

**SALES TAX EXEMPTION:**

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

**FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:**

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

**BOYCOTT:**

"Pursuant to Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with jurisdiction with which this state can enjoy open trade."

**PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:**

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

**FREIGHT:**

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Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

**INVOICES:**

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

**ALABAMA PREFERRED VENDOR:**

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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## FOOD SERVICE CONTRACT SPECIFICATIONS

A. DMH owns, leases or manages each of the health care facilities listed on Exhibit A, attached hereto and made a part hereof (the "Host Hospitals").

B. Contractor is a provider of Dietary and Food Services ("Services") of the type described in the Exhibit herein incorporated by reference and Contractor desires to be engaged by DMH and the Host Hospitals to provide such services under the terms and conditions of this Agreement and any Exhibit applicable. Exhibit B contains the Food Service specific terms and conditions.

C. Contractor will employ individuals to provide Services hereunder, who shall be duly qualified and experienced in providing the Services (collectively " Staff").

D. Contractor and DMH, as the owner and operator of the Host Hospitals agree that it is in the best interest of Host Hospitals' ability to provide quality patient care in a cost-effective and efficient manner for DMH to contract with an entity to provide the Services.

E. DMH desires to arrange for the provision of Services as more fully described herein at the Host Hospitals pursuant to the terms of this Agreement and any supplemental Addenda or Exhibits to this Agreement agreed to by Contractor and DMH for specific Host Hospitals ("Exhibits") requiring the Services from Contractor;

F. Contractor shall not subcontract any portion of the agreement to any company or processor.

Now, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, DMH and Contractor agree as follows:

### 1. STRUCTURE OF AGREEMENT

- a. **Pre-condition of Award of Services Engagement.** This agreement is intended to set forth the basic legal and economic principles, which DMH desires to have applied to any relationship between Contractor and DMH with respect to the Services to be provided hereunder to one or more Host Hospital(s). By executing this Agreement, DMH and Contractor agree to be bound by the requirements of Section I.b below concerning pre-existing requirements between Contractor and/or one or more Host Hospitals and Section I.c below relating Contractor's obligation to bid and propose pricing and terms for providing services to Host Hospitals. Such obligations shall be effective upon execution of this Agreement and shall not require the execution of an Exhibit hereto between Contractor and DMH. . The obligations set forth in Sections 1.b and 1.c shall survive termination of this Agreement irrespective of whether the Agreement was terminated with or without cause. Under no circumstances shall Contractor's offer of the terms and conditions of this Agreement and DMH's receipt and acceptance of the same be construed as DMH's, or any Host



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Hospital 's, commitment to engage Contractor for any of the Services described in this Agreement at any facility or location owned, leased or managed by DMH or a Host Hospital. Accordingly, this Agreement is intended to represent Contractor's willingness to abide by the terms and conditions set forth herein assuming Contractor is engaged to provide specific Services to one or more Host Hospitals, through an Addendum to this contract.

- b. **Pre-Existing Agreements with DMH or the Host Hospitals.** As part of Contractor's offer, Contractor acknowledges and agrees that any and all of Contractor's pre-existing agreements that may exist with DMH or any Host Hospital listed in Exhibit A, for all or some portion of the Services described herein, shall be canceled and replaced by this new Master Agreement once the Master Agreement and Addendum specific to such Host Hospital is awarded. Contractor waives its right to recover any early termination fees, if any, associated with such cancellation. To the extent that Contractor has a pre-existing agreement with DMH or a Host Hospital and DMH. Host Hospital enters into an Exhibit with Contractor on behalf of a Host Hospital, this Agreement and the Exhibit specific to the Host Hospital shall supersede such prior Agreement(s).
- c. **Interplay between this Agreement and the Exhibits.** By executing this Master Agreement, Contractor shall propose pricing and terms for providing the Services described herein (which Contractor is in the business of providing on behalf of its other hospital customers), at all Host Hospitals listed on Exhibit A. DMH shall therefore enter into an agreement with Contractor on behalf of each Host Hospital. DMH shall not require Contractor to be bound by an agreement covering those Host Hospitals that DMH reasonably determines in good faith, based on Contractor's review and input, to be efficiently run or, which based on the particular facts and circumstances (uncovered through a mutual review of the Host Hospital 's financial information and labor market) are not likely to provide the level of savings contemplated by this Agreement, which savings could be achieved through commercially reasonable and diligent efforts aimed at reducing costs through maximizing worker productivity and efficiency, taking advantage of available economies of scale, and re-engineering departmental processes and internal operating systems.

DMH intends that this Agreement shall establish the basic economic framework and the essential legal protections which will be incorporated by reference in each Exhibit between Contractor and by DMH on behalf of one or more Host Hospitals. The Exhibits will represent the specific terms and conditions applicable to the specific Host Hospital(s).

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## 2. CONTRACTOR OBLIGATIONS

- a. **Services.** While this Agreement is in effect, Contractor shall provide Services at Host Hospitals as are set forth in a specific Exhibit for each Service for the rates agreed upon by and between Contractor and DMH on behalf of each respective Host Hospital as listed in the Exhibit(s) attached hereto and made a part hereof.
- b. **Performance.** The Services to be rendered hereunder shall be performed by Contractor Staff. At all times while this Agreement is in effect with respect to a particular Host Hospital, that Host Hospital's Facility Director and DMH's Commissioner or his or her designee shall have the final approval of Contractor's management personnel prior to assignment at the Host Hospital. They also have the right to request removal of any such Contractor Staff if, in the Facility Director or Commissioner's best judgment, such removal is in the best interests of each Host Hospital. Contractor hereby agrees to remove any such individual immediately upon receipt of the Facility Director or Commissioner's request.
- c. **Applicable Standards.** Contractor and its Contractor Staff agree that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any pertinent federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body, including the Joint Commission, and the Center for Medicaid and Medicare Services (CMS), having authority to set standards for health care facilities.
- d. **Contractor's Qualifications.** Contractor represents and warrants that as of the date of this agreement, Contractor is a corporation in good standing fully authorized to enter into this Agreement. Contractor shall at all times during the term of this Agreement and any Exhibits applicable to one or more Host Hospitals, maintain those licenses, permits, and authorizations necessary to provide the Services at each facility where Contractor is engaged. In addition, Contractor shall at all times meet the insurance requirements set forth in Paragraph 10.
- e. **Records and Reports.** Contractor shall record promptly and maintain all information pertaining to Contractor's performance of duties under this Agreement. Contractor's records of billings and receipts relating to Services performed hereunder shall be available to DMH and Host Hospital upon request. All employee files will be kept by Contractor in accordance with all applicable federal, state, local, and departmental standards, as well as all standards maintained by the Joint Commission and CMS. Contractor agrees that all records and reports required by this Subsection shall be the exclusive personal property of DMH or the Host Hospitals; provided that DMH's or Host Hospital's ownership of employee files is limited to employees of DMH and/or Host Hospitals.

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- f. Use of Premises. Contractor Staff shall not use, or knowingly permit any other person who is under their direction to use, any part of Facility's premises for any purpose other than the performance of Services for Facility pursuant to this Agreement.
- g. Representations and Warranties. Contractor represents and warrants to DMH and the Host Hospitals that, to the best of its information, belief and knowledge:
  - (1) Neither Contractor nor any of Contractor Staff is bound by any agreement or arrangement which would preclude Contractor or any of Contractor Staff from entering into, or from fully performing the Services required under, this Agreement;
  - (2) No Contractor Staff s license or certification in the State of Alabama has ever been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; and
  - (3) Contractor has not been nor is it about to be excluded from participation in any Federal Healthcare Program. Contractor agrees to notify DMH promptly of Contractor's receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of Contractor or any Contractor -owned subsidiary on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that Contractor is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.
- h. Purchasing. Contractor shall purchase and pay for all supplies and services used to provide the Service required under the terms of this contract. Contractor shall purchase supplies and services pursuant to its purchasing program Accordingly, Contractor shall make available the benefits of the pricing available under its group purchasing arrangements to the Host Hospitals for purposes of providing supplies and services as required hereunder. In addition, Contractor shall make available to each of the Host Hospitals the pricing available under its arrangements with manufacturers and suppliers of goods utilized in the provision of Services. These purchases shall be made exclusively for the benefit of the Host Hospital and shall be used solely in the performance of the Services. Accordingly, Contractor shall neither purchase on the Host Hospital's behalf nor store at the Host Hospital's facilities any supplies or materials not used in the provision of Services for the Host Hospital. Purchases of all capital equipment to be used at the Host Hospitals will be reviewed with the Facility Director of the Hospital and DMH's Associate Commissioner and purchase will only be

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made once there is mutual agreement between these parties as to the cost and necessity of the capital items.

### 3. DMH AND HOST HOSPITAL'S OBLIGATIONS

- a. Equipment, Facilities, Supplies, Utilities and Services. DMH, and Contractor agree to be bound by the terms established in each Host Hospital's respective Exhibit for the various Services pertaining to all equipment, facilities, supplies, utilities and services. Capital expenditures related to the provision of services will be addressed in the applicable Exhibit.
- b. Personnel. DMH and the Host Hospitals shall employ such personnel as they deem necessary for the proper performance of their respective obligations set forth in this Agreement (collectively, "DMH Employees"). DMH or Host Hospital will be responsible for all salaries, payroll taxes and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each DMH Employee. Contractor will have no authority with respect to the wages, hours, or other working conditions of any DMH Employee, and DMH or Host Hospital, as applicable, remains responsible for all matters associated with recruiting, hiring, employment, compensation, benefits, insurance, promotion, discipline, and discharge of each DMH Employee. Contractor is not, and will not be deemed to be: (i) a party to any collective bargaining agreements to which DMH or Host Hospital was, is, or may become a party; or (ii) an employer or a joint employer of the DMH Employees.
- c. Enforceability of Host Hospital Commitments. Contractor acknowledges and agrees that this Agreement is being entered into by DMH for the express and intended benefit of the Host Hospitals. Each Host Hospital shall therefore be entitled to enforce the terms and provisions of this Agreement to the same extent as DMH.
- d. Provision of Office Space. DMH and each Host Hospital shall provide Contractor with adequate and appropriate office space, reasonably provided, in each area of the facility where Contractor is to perform the Services. All such office furniture and equipment shall be inventoried at the commencement of Contractor's engagement and shall remain the property of DMH. Space to be provided hereunder will include all utilities (including water, sewer, electricity and telephone service) and reasonable access to copiers, and fax machines. Such space will be under Contractor's exclusive use, subject to DMH's or Host Hospital's access rights for safety inspection and emergency response. Contractor Staff will also be granted access to DMH's and Host

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Hospital's voicemail, internal email and intranet systems, at no cost to Contractor, to facilitate electronic communications and access to information needed to render Services efficiently under this Agreement.

#### 4. REQUIRED DISCLOSURES

Contractor shall notify DMH and the Hospital Director immediately if an event occurs that substantially interrupts all or a portion of Contractor's or any Contractor Staff's ability to perform Contractor's obligations hereunder; and in writing within 24 hours after any of the following events occur:

- a. Any Contractor's Staff's professional license or certification required in the State of Alabama lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to terms of probation or other restriction;
- b. Contractor's or any Contractor Staff's conviction of a criminal offense related to health care or Contractor's or any Contractor Staff's listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.

#### 5. PERSONNEL.

Staff. Contractor shall (at its own cost and expense) provide all supervisory personnel and other staff required to efficiently and effectively perform the Services at Host Hospitals. All such personnel shall be qualified and trained to perform the tasks assigned by Contractor.

The Contractor will provide the DMH / Host Hospital with a current listing of employees subject to working at the Host Hospital with updated changes made as new hires and separations occur. The Contractor will notify the DMH / Host Hospital of each pending new hire and date of hire to allow sufficient time for the completion of pre-employment screenings / checks and training requirements prior to the employee starting service at a Host Hospital.

Host Hospital's Rules and Dress Code. Contractor shall cause each of its employees to adhere to the rules and restrictions imposed by each Host Hospital and to otherwise perform their respective tasks in accordance with the requirements and standards set forth in this Agreement and the Exhibit(s), as the case may be. All employees beginning work shall show up in proper attire as defined by Hospital dress code policy. No employee shall begin work without proper dress code attire. If Contractor's employee is found out of dress code, DMH or the Host Hospital shall have the right to send the employee home until such time as proper attire can be obtained by Contractor or employee.

#### Restrictive Covenant

- a. Environmental Hazards; Pre-Existing Conditions. DMH and each Host Hospital recognize their respective obligations to identify the presence of any environmental hazards which pose an unreasonable health risk to employees

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working in the Host Hospital's facilities, and to take steps as may be required by federal, state and local laws, to communicate the presence of such hazards and take appropriate remedial action. DMH, the Host Hospital and the Contractor shall cooperate with each other and work together to identify, take corrective action and train employees with respect to such environmental hazards. Notwithstanding anything in the foregoing to the contrary, Contractor has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to DMH, the Host Hospitals or others for any exposure of persons or property to asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, contaminants or other environmental hazards. In addition, Contractor will not be responsible for any conditions that existed in, on, or upon DMH's or any of the Host Hospitals' facilities before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments and other conditions.

- b. **Equal Opportunity Employer.** Contractor shall not discriminate because of race, color, religion, sex, age, national origin, disability, sexual orientation or status as a veteran of any war, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning employees assigned to perform Services at any Host Hospital. Contractor affirms that it is an equal opportunity employer.
  
- c. **Training.** DMH shall require Contractor Staff to attend the Host Hospital's training program for orientation with respect to policy and procedure review, ethical standards and corporate compliance policies. Furthermore, Contractor shall require all of its supervisory employees located at a Host Hospital to attend those DMH / Host Hospital training sessions that are applicable to the delivery of Services. Contractor will provide necessary job specific training to all its employees to assure appropriate delivery of Services at Host Hospital prior to commencement. Contractor shall hold meetings (and require the appropriate personnel to attend such meetings) required in order to meet applicable Joint Commission accreditation requirements specific to the services and the performance of such services within a Host Hospital.
  
- d. **Pre-employment Screenings / Background Checks.** The hiring of new and re-employed employees by the Contractor will be conditioned on the completion of and receipt of satisfactory results from a pre-employment drug screen and nation-wide criminal background check (at the Contractor's expense) of like type as required by the DMH in the employment of regular DMH employees in accordance with specifications outlined by DMH policy. No Contractor employee at a Host Hospital will begin performance of services at a Host Hospital until written confirmations signed by a Contractor official on Contractor letterhead of satisfactory results are received by the Host Hospital contact for review / approval. Said information is intended to verify the information contained in the candidate's employment application and to identify those individuals not qualified or who do not meet DMH's criteria for employment

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for the specific job. The Contractor will submit the name and necessary information on each pending hire to identify those individual being considered for employment by the Contractor that are former employees of the DMH. The Contractor will not employ a former DMH employee at a DMH Host Hospital that is not recommended for re-employment by the DMH without approval by the DMH. Employee Health Examinations, Screenings, Immunizations and Emergency Exposures. The Contractor shall assure at the Contractor's expense, all its employees assigned to perform services at a Host Hospital's premises submit to and comply with periodic (annual, etc.) health examinations, screenings, immunization, and disease testing required by law and/or the DMH / Host Hospital. The Contractor will upon request submit satisfactory documentation of employee compliance with all health regulations to the DMH / Host Hospital. The Host Hospital agrees to provide Contractor's employees initial medical treatment for emergency medical care and/or for occupational illnesses and injuries (including bio-hazardous sharps injuries which occur at the host Hospital). The cost for services related to the treatment of and employees will be billed to the appropriate insurance carrier (if any). Any unpaid balances will be billed to the employee.

- d. **Employee Training.** The Contractor will assure each new / re-employed employee completes New Employee Training courses conducted by the Host Hospital as determined appropriate by the DMH / Host Hospital prior to the employee beginning performance of job duties / assignments. The Contractor will assure all its employees completes periotic refresher / annual training courses on a regular basis conducted by the Host Hospital as determined appropriate by the DMH / Host Hospital. The Host Hospital will maintain documentation of all training of Contractor employees completed. Employees of the contractor shall receive job appropriate training (based upon their duties and responsibilities) with successful competency assessments prior to independent assignment of duties. Evidence of said training and competency assessments will be maintained in employee specific files and available to the Host hospital upon request. The Contractor will assure / provide appropriated on-going, job specific training to its employees to assure employee competency in the performance of services provided at the Host Hospital.
  
- e. **Employee Health Examinations, Screenings, Immunizations and Emergency Exposures.** The Contractor shall assure at the Contractor's expense, all its employees assigned to perform services at a Host Hospital's premises submit to and comply with periodic (annual, etc.) health examinations, screenings, immunization, and disease testing required by law and/or the DMH / Host Hospital. The Contractor will upon request submit satisfactory documentation of employee compliance with all health regulations to the DMH / Host Hospital. The Host Hospital agrees to provide Contractor's employees initial medical treatment for emergency medical care and/or for occupational illnesses and injuries (including bio-hazardous sharps injuries which occur at the host Hospital). The

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cost for services related to the treatment of and employees will be billed to the appropriate insurance carrier (if any). Any unpaid balances will be billed to the employee.

- f. **Work Time Requirements.** As a component of determining the actual cost of the services to each Host Hospital, at Contractor's commencement of services hereunder, all of Contractor's Service Staff assigned to work or support the services provided at each Host Hospital will clock in and clock out of a time and attendance system provided by Contractor and at Contractor's sole expense. Contractor recognizes that this will be done to ensure the hours of service described by Contractor are being offered and received by the DMH facility.

6. **License, Permit and Taxes:**

Contractor shall obtain and maintain all federal, state and local licenses and permits required to perform the Services on behalf of the Host Hospital. In addition, Contractor shall achieve that grade level or score that is reflective of high quality operations that are legally compliant with the State of Alabama's and any local health and safety code's grading survey. Contractor shall be responsible for all applicable sales, use, excise, state and local income taxes and all other state and local taxes attributable to the collection and payment of provision of Services.

**7. CONTRACTOR'S COMPENSATION**

- a. **Payment Terms.** Contractor shall submit invoices for the Services provided to Host Hospital on or before the fifteenth (15<sup>th</sup>) day of each month for services rendered in the prior month for each Exhibit that is in effect. All payment for services are in arrears. Failure to provide billing within specific time parameters may delay processing. Constant failure to comply will result in fines and/or penalties.
- b. **Fees.** Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted such documentation as reasonably required by DMH, including, without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification." The Fees for each defined Service will be detailed in the Addendum pertaining to that Service. The basis for determining Fees in each Service Addendum will be a total net cost as detailed in the exhibit for each Host Hospital. Also, the performance criteria for each service, which could adjust the ultimate fee payment, will be specifically defined later in this agreement.
- c. **Entire Compensation.** Contractor shall have the sole responsibility to compensate Contractor Staff.



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- d. Performance Measures. Contractor has agreed to place certain funds at risk as described in Exhibit B and other measures the Contractor may return through the ITB process.

## 8. TERM AND TERMINATION

- a.Term. The initial term of this Agreement ("Initial Term") shall be five (5) years commencing on the Effective Date.

b. Termination. The provisions below control the reasons and procedures for termination of this Agreement. DMH, on behalf of a Host Hospital shall have the right to terminate this Agreement (with respect to that Host Hospital only) or an Exhibit (as to its participation under this Agreement), and such termination shall not affect Contractor's obligation to perform under this Agreement as to DMH and the remaining Host Hospitals.

- (1) Termination Without Cause. At any time during the Term of this Agreement, either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least sixty (days) prior written notice.
- (2) Termination for Breach. Except as provided below for breach of payment terms, if at any time during the term of this Agreement, either party considers terminating this Agreement, or terminates this Agreement as it applies to a particular Host Hospital, due to breach of any provision of this Agreement (including, but not limited to, for reason of substandard performance as determined by the quality and performance measures provided under this Agreement), the party alleging a breach shall notify the other party in writing of the specific nature of the breach and shall request that it be cured within sixty (60) days (the "Cure Period"). During the Cure Period, the parties and the respective Host Hospital shall discuss, in good faith, the reasons advanced in support of termination for cause in an effort to avoid the need for termination.
- (3) Immediate Termination by DMH or Host Hospital. DMH may terminate this Agreement (for any or all of Host Hospitals) immediately by written notice to upon the occurrence of any of the following:
  - (i) The failure of Contractor or Staff to make a disclosure in accordance with Section 9 hereof;
  - (ii) conduct by Contractor or any Contractor Staff which, in the sole discretion of DMH, could affect the quality of professional care provided to its patients, the performance of duties required hereunder, or which could be prejudicial or adverse to the best interest and welfare of DMH or its patients;

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- (iii) breach by Contractor or any Contractor Staff of any of the confidentiality provisions herein; under this Agreement;
  - (iv) failure by Contractor to maintain the insurance required closure of respective Host Hospital, cessation of the patient care operations or sale of respective Host Hospital or of all, or substantially all, of the respective Host Hospital's assets,
  - (v) Contractor or any of Contractor Staff's conviction of a criminal offense related to health care or Contractor or any Contractor Staff s listing by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.
  - (vi) It is expressly understood by DMH and Contractor that their responsibilities one to another shall be contingent upon the availability of funds for this contract by DMH and that such responsibilities terminate if the funds cease to be available as to the above delineated deliverables or services
- (4) Immediate Termination Upon Reasonable Notice by Contractor. Contractor may terminate this Agreement as it applies to a particular Host Hospital or DMH by giving reasonable written notice to DMH or the respective Host Hospital upon the occurrence of any of the following events:
- (i) breach by DMH or respective Host Hospital of any of the confidentiality provisions under this Agreement;
  - (ii) closure of the respective Host Hospital, cessation of the patient care operations, or sale of the respective Host Hospital, or of all, or substantially all, of the respective DMH Hospital's assets; or
  - (iii) DMH's or the respective Host Hospital's listing by a federal agency as being debarred for federal program participation.

"Reasonable notice" for the purpose of this section shall mean sufficient notice to allow DMH or the Host Hospital(s) sufficient time to replace the Service(s) being terminated under this Agreement. However, in no event shall "reasonable notice" mean less than one hundred twenty (120) days.

(5) Effect of Termination. The termination of the Agreement by either party for any reason shall not excuse either party from performing any duty or obligation assumed under the

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Agreement prior to said termination, nor shall such termination have the effect of waiving any right either party may have to obtain such performance.

## 9. CONTRACTOR'S STATUS

Contractor shall act at all times under this Agreement as independent Contractors with respect to DMH and the Host Hospitals. The parties agree that neither DMH nor any Host Hospital shall have nor exercise any control or direction over the manner or method by which each of Staff provides the Services. However, Contractor shall require all of Contractor Staff to perform at all times in accordance with currently approved methods and standards of practice for similar Services in the healthcare community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## 10. INSURANCE

- a. Contractor shall secure and maintain at all times during the Term at expense, commercial general liability insurance, covering Contractor, all Contractor Staff and all of Contractor's employees, with a carrier licensed to do business in the State of Alabama and otherwise reasonably acceptable to DMH, at the following limits:

Commercial General Liability covering bodily injury and property damage to third parties and including Products/Completed Operations, Blanket Contractual Liability, and Personal/ Advertising Injury: \$1,000,000 per occurrence and \$1,000,000 per occurrence Personal/Advertising Injury.

Such insurance shall include DMH and Host Hospital as an additional insured, and Contractor shall provide DMH with 30 days' prior written notice of the cancellation of any insurance policy required hereunder. Such coverage shall be primary and non-contributory. Contractor shall annually provide Hospital a certificate of insurance evidencing such coverage and coverage extensions.

- b. Contractor shall also secure and maintain at all times during the Term, at Company's expense, workers' compensation and employers' liability insurance covering Contractor's employees and all Contractor Staff, with a carrier licensed to do business in the State of Alabama and otherwise reasonably acceptable to DMH, at the following limits:

Workers' Compensation: Statutory limits

Employers' Liability:

- a. \$1,000,000 each accident;
- b. \$1,000,000 disease policy limit;
- c. \$1,000,000 disease each employee

Such coverage shall be placed as an actual Workers' Compensation policy, not as a health benefits policy, and shall be endorsed to include a waiver of subrogation in favor of DMH. Contractor will provide DMH with 30 days' prior written notice of the cancellation of any insurance policy required hereunder. Such coverage shall

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be primary and non-contributory. Contractor shall annually provide a certificate of insurance to DMH evidencing such coverage and coverage extensions.

## 11. ACCESS TO BOOKS AND RECORDS

Contractor agrees that, until the expiration of five (5) years after the providing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of that are necessary to certify the nature and extent of the costs incurred by DMH or any Host Hospital in purchasing such goods and services.

## 12. CONFIDENTIALITY

**a. Hospital Information.** Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to Host Hospitals hereunder, Contractor and Contractor Staff may have access to certain information of Host Hospitals that is confidential and constitutes valuable, special and unique property of Host Hospitals. Contractor agrees that neither Contractor nor any Contractor Staff will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Host Hospital's express prior written consent, except in connection with the performing of Contractor's and Contractor Staff's duties hereunder, any confidential or proprietary information of Host Hospital, including, without limitation, information which concerns Host Hospital's patients, costs, or treatment methods developed by Host Hospital for the Host Hospital, and which is not otherwise available to the public

**b. Contractor Information.** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs relative to or utilized in Contractor's business or the business of any subsidiary or affiliate of Contractor (collectively, "Contractor Confidential Information"), shall be the property of Contractor and shall be considered proprietary and confidential. DMH and Host Hospitals shall keep such information confidential and shall so instruct its agents, employees, and independent Contractors, and the use of such Contractor Confidential Information by DMH or any Host Hospital in any manner shall not affect Contractor's ownership or the confidential nature thereof. Neither DMH nor any Host Hospital shall photocopy or otherwise duplicate any such Contractor Confidential Information without the prior written consent of Contractor. DMH and Host Hospitals agree that all computer software programs, signage and marketing, educational and promotional literature and materials (collectively referred to as "Contractor Proprietary Materials"), used by Contractor at the Host Hospitals in connection with the Services provided by Contractor under this Agreement shall remain the property of Contractor. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by Contractor or licensed to Contractor by third parties shall be discontinued by DMH and Host Hospitals, and all Proprietary Materials shall be immediately returned to Contractor. These materials specifically DO NOT INCLUDE dietary or other patient unique information used in the care and

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treatment of patients. Such materials shall be immediately provided to DMH and Host Hospitals upon termination of this contract for any reason.

**c. Terms of this Agreement.** Except for disclosure to Contractor's or any Contractor Staff's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Host Hospitals or any of its affiliates), neither Contractor nor any Contractor Staff shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by DMH. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Subsection 8.b. hereof.

**d. Patient Information.** Neither Contractor nor any Contractor Staff shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Host Hospital in writing, any patient or medical record information regarding Host Hospital patients, and Contractor and Contractor Staff shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Host Hospital regarding the confidentiality of such information. Contractor acknowledges that in receiving or otherwise dealing with any records or information from Host Hospital about such Host Hospital's patients receiving treatment for alcohol or drug abuse, Contractor and Contractor Staff are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

**e. HIPAA Compliance.** Contractor agrees to comply with the terms applicable to a business associate, as provided in the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the regulations promulgated thereunder, including, without limitation, the federal privacy regulations and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Contractor shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Contractor will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Contractor will promptly report to the applicable Host Hospital and DMH any use or disclosures, of which Company becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that Contractor contracts with any agents to whom Contractor provides Protected Health Information, Contractor shall include provisions in such agreements pursuant to which Contractor and such agents agree to the same restrictions and conditions that apply to Contractor with respect to Protected Health Information. Contractor will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining DMH's and/or a Host Hospital's compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by Contractor, a Host Hospital or DMH by virtue of this Subsection. Contractor further agrees to execute a Business Associate Agreement, which is attached as Exhibit D.

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f. Survival. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

#### 14. DISPUTE RESOLUTION

It is further agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings, or where appropriate, private mediators. In the event that disputes are not settled using the appropriate forms of non-binding alternative dispute resolution, the Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

15. Contractor hereby agrees to indemnify, defend and hold harmless DMH and each Host Hospital and their respective directors, officers, employees, agents and insurers (each an "Indemnitee") from and against losses, expenses, damages, liabilities, costs (including, without limitation, interest, penalties and reasonable attorney's fees) and judgments for bodily injury or property damage arising directly out of the Contractor's negligence or willful misconduct, in the process or the provision of Services by Contractor under this Agreement; provided, however, Contractor shall not be financially responsible for that portion of any loss, expense, damage, liability or cost that results from the willful misconduct of an Indemnitee, or the negligence of an indemnitee while in the performance of official duties..

Contractor understands and agrees that in those instances where its performance or failure to perform the Services results in any negative or adverse action being taken or sanction being levied against the DMH or any Host Hospital, as a direct result of a transgression or violation that is within Contractor's dominion and control, which transgression or violation affects the DMH's Host Hospital's Medicare/Medicaid participation, licensure, accreditation, or life safety or public health compliance required by a governmental agency or commission, executive department or municipal or other local authority, Contractor shall indemnify the DMH and Host Hospital and assume all penalties, fines, assessments, fees, or actual damages incurred by the DMH and Host Hospital in defending against or resolving such adverse or negative action. This provision shall not be interpreted to limit DMH's or Host Hospital's ability to pursue other legal remedies available at law.

16. The Contractor understands and agrees that it will maintain and make available any/all books, records, audits, audit working papers, etc., that are directly relevant to any/all funds received from or through DMH for at least three fiscal years beyond the end of the current fiscal year or until

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completion/resolution of any audit issues or questioned costs relative to the current fiscal year, whichever is longer. The Contractor further understands and agrees that it shall make such documentation readily available to all appropriate Federal and/or State of Alabama agencies, including DMH and the State of Alabama Examiners of Public Accounts upon request.

A The Contractor agrees that it will comply with all applicable terms, conditions, provisions and requirements delineated in the current DMH Audit Guidelines Manual and subsequent amendments.

B. The Contractor understands and acknowledges its responsibility for complying with all applicable provisions of the State of Alabama Ethics Law concerning this contract, providing the required services, and receiving payment, etc.

C The Contractor understands and agrees that neither it, nor its employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System-Law as a consequence of this contract.

D The Contractor understands and acknowledges its responsibility for ensuring that it will not be in violation of applicable retirement pay statutes, policies, and regulations of The State of Alabama Retirement Systems.

E The Contractor assures that it will comply with all Federal statutes relating to nondiscrimination and confidentiality. These statutes include, but are not limited to:

1. Title VII of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, sex, color, religion or national origin.
2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683 and 1685-1686), that prohibits discrimination on the basis of sex.
3. Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, that prohibit discrimination on the basis of handicaps.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), that prohibits discrimination on the basis of age.
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

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7. Sections 523 and 527 of the Public Health Services Act (see 42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

F. The Contractor also understands and agrees that it shall comply with all applicable federal and state laws and regulations, Presidential Executive Orders, Congressional Acts, and related amendments.

17. ENTIRE AGREEMENT; MODIFICATION

This Agreement and any Addenda thereto contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to each subject matter. This Agreement may not be amended or modified except by mutual written agreement.

18. GOVERNING LAW

19. This Agreement shall be construed in accordance with the laws of the State of Alabama. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.



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## 20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

## 21. FORCE MAJEURE

Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement or any Exhibit, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent. Any such occurrence shall be referred to as a "Force Majeure".

## 22. NOTICES

All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed as follows:

Alabama Department of Mental Health  
Office of Purchasing  
100 North Union Street Suite 570  
Montgomery, Alabama 36104

## 23. WAIVER

The failure of Contractor, DMH or any Host Hospital to exercise any right or remedy available under this Agreement or any Exhibit upon the other party's breach of the terms, covenants or conditions of this Agreement or any Exhibit or the failure to demand prompt performance of any obligation under this Agreement or any Exhibit shall not be deemed a waiver of the right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

## 24. SEVERABILITY

If any part of this Agreement or any Exhibit thereto shall be determined to be invalid, illegal or unenforceable by any valid Act of Congress or act of any legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement or any Exhibit shall be fully effective and operative insofar as reasonably possible.

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25. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

26. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of DMH, and any assignment or transfer by Contractor without such consent shall be null and void; provided, however, that Contractor may assign this Agreement and transfer its obligations hereunder to an affiliated entity under common ownership and control without DMH's prior written consent, in which instance Contractor shall provide DMH with written notice of such assignment. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of Contractor, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of Contractor as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

27. FINANCIAL OBLIGATION. Neither Contractor nor any Contractor Staff shall incur any financial obligation on behalf of DMH or any Host Hospital without the prior written approval of DMH.

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## EXHIBIT A

### Roster of Participating Host Hospitals

#### **1) Bryce Hospital**

1651 Ruby Tyler Parkway  
Tuscaloosa, AL 35404  
Capacity: 268  
Facility Director: Audrey McShan

Bryce Hospital was established in 1861 in Tuscaloosa. Bryce Hospital is responsible for the provision of regional inpatient psychiatric services for adults, serving a specified region in the north central part of the state. Bryce Hospital provides inpatient services for adolescents through older adults for the entire state.

#### **2) Mary Stark Harper Geriatric Psychiatry Center:**

107 5<sup>th</sup> Avenue East  
Tuscaloosa, AL 35401  
Capacity: 96  
Facility Director: Beverly White

Mary Starke Harper Geriatric Psychiatry Center was established in 1996 on the campus of Bryce Hospital. The Harper Center is responsible for the provision of inpatient psychiatric services to the elderly citizens throughout the state. Center.

#### **3) Taylor Hardin Secure Medical Facility:**

1301 Jack Warner Parkway N.E.,  
Tuscaloosa, AL. 35404  
Capacity: 140  
Facility Director: Annie Jackson

Taylor Hardin Secure Medical Facility was established in 1981. Taylor Hardin is responsible for providing comprehensive psychiatric evaluation/treatment to the criminally committed throughout the state and forensic evaluations to the Criminal Courts for the State of Alabama. It is the only maximum security forensic facility operated by the ADMH.

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## Exhibit B

### Minimum Dietary Terms for All Facilities:

#### **1. Obligations of Contractor:**

Contractor is responsible for the following:

- a. Preparation of meals
- b. Performance of all buying and record keeping functions
- c. Provision of all paper and plastic supplies which includes but not limited to napkins, plastic utensils, trash bags, and plates except as otherwise provided for in this agreement.
- d. Training food service employees
- e. Provision of supervisory personnel to establish and maintain the operation at a high standard. Instituting reliable food cost control methods.
- f. Maintenance of the production kitchen and equipment (the "Food Preparation Facilities") in a sanitary condition and shall at the termination of this Agreement surrender the Food Preparation Facilities to DMH in as good condition as now, ordinary wear and tear excepted. Contractor shall not be responsible for the purchase of new equipment or the cost incurred in the repair of the Food Preparation Facilities except for repairs/replacements necessitated by mistreatment/negligence or as required by contract of Contractor or its Staff

**2. Contractor will employ** all personnel required by this agreement in its own name and at its own expense.

**3. Contractor shall maintain** Workers' Compensation Insurance covering the food service personnel employed by it.

#### **4. Obligations of DMH**

DMH will be responsible for the following:

- a. Providing the Food Preparation Facilities and food storage area.
- b. Provision of the proper repair and maintenance of the Food Preparation Facilities, including plumbing, wiring, or equipment, through its own maintenance staff or by hiring an outside service.
- c. Replacing, as necessary, any part of the Food Preparation Facilities.
- d. Maintaining the Food Preparation Facilities in accordance with all laws, regulations, orders, directives, statutes, and other rules of any federal, state, or local government bureau or department applicable to the Food Preparation Facilities.
- e. Maintaining adequate fire and hazard insurance on the Food Preparation Facilities.
- f. Providing Contractor with a suitable office for the exclusive use of Company and its managers.
- g. Provide for any and all real or personal property tax or similar tax pertaining to any DMH owned property or equipment.

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- h. Upon commencement of the Agreement, an inventory of all dishware, flatware, glassware, and similar loose items of DMH's (the "Smallwares") will be taken by Contractor and approved in writing by the Host Hospital. If an increase in the number of new equipment/small wares is needed, DMH will be responsible for providing the initial inventory required. Contractor shall be responsible for replacement of any missing and routine restocking of small wares as defined herein.

5. **Method of Operation:**

- A. **General:** Contractor will provide food service for DMH in the following designated areas which are provided by DMH:
- Dietary Kitchen
  - Serving Areas
  - Catering

Contractor will provide food service for all DMH facilities every day during the specified contract period.

The hours of food service will be determined by mutual agreement between Contractor and DMH and will adhere to Federal and/or State regulations.

- B. **Patient Tray Service:** Contractor will serve all patient meals in the specified Serving areas. DMH will distribute the trays to the patients. DMH will return the patient trays to designated areas/ tray carts. Contractor will return the trays and carts to the designated location(s) for sterilization.
- C. **Catering:** Contractor, as requested by DMH, will purchase, prepare, and serve food products and beverages as required for special occasions, special guests, or non-routine meetings. The charge for such meals will be cost plus contract handling fees as defined in the bid item for "Snacks."

6. **Miscellaneous Operational Provisions:**

- A. Contractor shall comply with food service standards as established by the State Board of Health and other healthcare regulatory agencies charged with healthcare monitoring to the extent as such requirements are consistent with the terms of this Agreement.
- B. Contractor shall provide management of the Food Preparation Facilities, plus Americans with Disabilities Act of 1990 services to comply with The Joint Commission on Accreditation of Healthcare organizations and State Licensure requirements, or any other regulatory agency during the entire period of this Agreement, to the extent Contractor is required to comply and such requirements are consistent with the terms of this Agreement.

7. **Charges:**

Contractor shall charge DMH and DMH agrees to pay according to the following rates:

<b>Guaranteed Price Per Meal</b>	
Large Meals (3800 Calories or greater, excluding snacks)	1.5 x Guaranteed Meal Price
Double Meals	2 x Guaranteed Meal Price
Triple Meals	3 x Guaranteed Meal Price
Snacks and Special Events/Catering (Includes between meal foods/beverages; extra meal components, floor stock, and service ware, i.e. jugs, spoons, etc.)	Cost plus _____%
Supplies (Includes production equipment, patient trays, service utensils, cups, mugs, etc. Does NOT include costs for the Contractor's office supplies.)	\$ _____ per meal

- A. Snacks, other than the standard bedtime snack, are not included in the price per meal.
  - 1. All snacks will be billed separately.
  - 2. Contractor shall provide upon request Snack Pricing List within 12 days of contract award and, no less than, annually on the same date (month and day)
  - 3. Contractor will provide upon request, a billing report that identifies patient, facility, program, living area/ward, and time specific snack charges on a daily basis as requested by the DMH and/or Host Hospital that can be provided electronically.
  
- B. The pricing above is guaranteed for two (2) years.

The price per meal shall be guaranteed for the first two years of the contract. In the event the United States Department of Labor Consumer Price Index (CPI) for the month of June indicates an increase for the twelve month period, the guaranteed meal rate and all other charges will be adjusted either up or down for the forthcoming contract year based on the twelve month CPI percentage increase. All adjustments in price shall be rounded to the nearest 10th of a cent.

**8. Ownership of Inventory:**

Contractor shall maintain title to all food inventories purchased by Contractor. The DMH shall maintain ownership of service ware, small wares, and supplies purchased by the Contractor to comply with purchase agreement of said equipment/supplies in accordance with the per meal supplies costs.

Upon termination of the contract, Contractor and Host Hospital shall verify an adequate supply of service ware, small wares, and supplies are available for the incoming Contractor in good and merchantable quality. Adequate supply shall be determined by both parties thirty to sixty days prior to the end of the contract period but shall not be less than one and one half the Host Hospital's average daily census.

**9. Tax Exempt Status:**

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In the event the tax exempt status of DMH or any Host Hospital changes, DMH will immediately notify Contractor.

**10. Exclusive Right and Use of Facilities:**

Contractor shall have the exclusive right to occupy and operate during the terms of this Agreement the Food Preparation Facilities of DMH, including use of the kitchens, dining rooms, service and storage rooms, as well as auxiliary providing, dishes, silverware, linens, and other dining room and kitchen equipment owned by DMH. Contractor shall use the Food Preparation Facilities for the purpose of preparing and serving meals to persons designated by DMH, and for no other purpose, except as may hereinafter be provided.

Listed below are the general requirements for services that DMH expects the Contractor to provide. These specifications are not intended to cover all aspects of a successful food service operation. The DMH expects the food service operation to be conducted in accordance with industry standards and all applicable governmental regulations whether expressed specifically herein or not. Services must be provided to ensure continuous compliance with any and all regulatory Agency standards.

Contractor shall manage, supervise and operate the food and nutrition department at DMH hospitals in accordance with this addendum (including all schedules attached hereto), and shall provide the following services:

1. Patient services; and
2. Special functions (catering)

**11. STANDARDS:**

Contractor is required to be knowledgeable of and in compliance with established standards for food service. These shall include, but not limited to the following:

- A. Current standards for psychiatric facilities by The Joint Commission on Accreditation of Healthcare Organizations including hospitals, long-term care, mental health care, and substance abuse.
- B. Centers for Medicare and Medicaid in hospitals as applicable
- C. State of Alabama Department of Education child nutrition program, as applicable.
- D. All laws, ordinances, regulations, orders, and directive issued by a public health agency or other regulatory agency, including OSHA, related to sanitary, safe operations of food services.
- E. The Nutrition Care Manual as published by the Academy of Nutrition and Dietetics.
- F. Diet manual adopted by facility medical staff and /or facility licensed, registered dietitians, and or facilities other designee.
- G. The Contractor's on-site management team shall immediately inform the facility and the Contractor's corporate support personnel of any violations of applicable regulations and shall immediately make changes necessary for compliance.
- H. The Contractor's corporate/regional level representative shall immediately notify the DMH in writing of any standard(s) which the Contractor cannot be in total compliance with at any time during the contract period.

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- I. Standards / management team: Each facility's Contractor's management team shall receive training provided by the Contractor's regional team, regarding the appropriate standards for each regulatory agency that is applicable to that facility. The Contractor shall provide each facility with evidence of said annual training prior to the beginning of the contract period and each calendar year, no later than December 31 annually. Failure to provide evidence of this mandatory training will result in an initial fine of \$1000 and \$500 per month until the evidence is provided.
- A9. Representatives from the Contractor's corporate office shall conduct periodic (no less than quarterly) inspections of each food service operation to ensure continual compliance with industry standards. When deficiencies are found and reported by the DMH or governmental regulatory agencies, the Contractor's on-site personnel shall immediately make necessary changes to comply with regulations. (Ref Corporate Support Section)

**12 FINES AND PENALTIES:**

- A. Deficiencies identified by regulatory agency inspections shall be provided to the DMH's Office of Purchasing and facility director and any/ all facilities serviced by the affected location. If regulators cite deficiencies, monetary fines may be levied by the DMH in amounts up to the actual fine imposed upon the DMH.
- B. The Contractor shall submit bi-annual reports of these inspections to the DMH's Office of Purchasing and each facility on or before December 1 and June 1 of each calendar year. This report shall detail each standard identified as noncompliant with industry standards and include a corresponding plan of corrective action for each non-compliant standards. Failure to provide by the dates specified will result in a monetary fine of \$1,000 for the occurrence and up to \$500 for each week thereafter until the report is submitted.
- C. The facility reserves the right to observe the food service operation (includes production and service areas) for compliance with all applicable governmental regulations, food service specifications, and Contractor's policies and procedures.
- D. When DMH representatives (to include the facility dietitian, infection control representatives, administrative personnel, etc.) observe a repeated/recurring deficiency (Contractor facilitated or responsible) repeated three (3) or more times within a rotating calendar year, the DMH may impose a monetary fine of \$1,000 for the occurrence and \$500 for each week thereafter until the food service operation is in compliance. Resolution of repeated/recurring deficiencies shall be addressed through established communication channels up to and including the compliant and resolution process.
- E. Fines may be doubled for systemic or recurring problems, especially those that impact more than one DMH facility
- F. Problems that threaten the safety and security of the DMH individuals served and/or those in conflict with either or both DMH's and facility's mission and vision may be considered contract nonperformance



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1. Problems of this magnitude require the affected Host Hospital, Contractor, and DMH Purchasing Department meet to discuss the specific issues and develop a mutually agreeable plan of corrective action.
2. The affected facilities and the Contractor would meet with DMH Purchasing Office representative at designated periods, no less than monthly, to address progress toward established goals.
3. An ongoing performance monitoring program by involved parties is recommended to ensure continued compliance.

**13. POLICIES AND PROCEDURES:**

- A. The Contractor shall have written policies and procedures which are acceptable to the DMH, facility, and certifying authorities.
- B. A policy and procedure manual shall be presented to each facility within one week of the contract award. More specific policies will be required to meet facility expectations. These policies must be developed and presented to each facility no later than end of the first month of contract operations. Policies must be reviewed and revised as needed no less than every two (2) years or as necessary to meet regulatory agency standards.
- C. The Contractor's proposed manual will be reviewed by DMH, facility and any other representative to ensure "acceptability."
- D. The Contractor shall maintain constant compliance with accepted policies and procedures.
- E. The Contractor shall immediately correct any deficiency found by the DMH.
- F. Failure to provide acceptable policies and procedures or the failure to comply with policies and procedures shall be deemed nonperformance of the contract and may result in cancellation of the contract.
- G. The Contractor's food service director for each facility shall be responsible for ensuring policy and procedure manuals are maintained and updated to comply with regulatory agency standards.
- H. The Contractor must provide documented evidence that employees receive training regarding policies and procedures at the point of hire, as policies are updated, and annually. Evidence of training must be filed in individual employee files and available as requested by Host Hospital representative
- I. The Contractor must comply with DMH policies and procedures. If dissimilarity between the DMH policies and the Contractor manual is found,

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the Contractor must comply with the DMH policy. In the event the DMH policy conflicts with any terms and conditions of this Agreement and/or the Addendums, the terms and conditions of this Agreement and/or Addendums shall govern.

**14. COMPLIANT AND RESOLUTION PROCESS:**

A. The Contractor may be requested to conduct special monitoring at any point during the contract period based on internal audits or inspections, customer concerns, regulatory agencies deficiencies/ or inspections, customer concerns, regulatory agencies deficits/ recommendations for improvement, etc.

B. At the conclusion of the monitoring period, the Contractor shall provide the facility and the DMH Office of Purchasing with a written report of the findings (raw data and cumulative compliance report) along with a plan of corrective action.

C. The Contractor shall determine and note on report the appropriate actions and timetable for compliance.

D. If the Contractor fails to consistently comply with their plan of corrective action and show successful resolution of the facility's area of concern following a series of discussions with the Contractor's management team, the facility shall issue a compliant and resolution report with corresponding monetary fines.

E. Should a resolution or timetable for resolution not be reached upon delivery of the compliant and resolution report, the Contractor shall be granted up to ten (10) days to respond with an acceptable resolution or timetable for resolution.

F. Complaints shall be documented on a DMH compliant and resolution form. A copy of each compliant and resolution shall retained by the facility, a copy will be provided to the Contractor, and a copy will be sent to the DMH Office of Purchasing.

G. Failure to resolve complaints as agreed at the local level will require notification and assistance from the Contractor's regional or corporate management team and the DMH's Office of Purchasing.

**16. EQUIPMENT:**

A. Each facility will place all of its food service facilities, equipped and ready to operate, under the supervision of the Contractor.

B. Equipment exceptions are located with each facility's specific requirement.

C. The Contractor shall provide the DMH with an equipment needs list for equipment not available or not addressed in the facility specific requirements. This list will be provided to the DMH with the bid proposal. It does not guarantee the equipment will be purchased by the facility.

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- D. The facility or representative of the state shall at all times have ready access to the premises to inspect and ensure that property provided is being used and maintained in a manner that meets current accreditation and certification standards.
- E. The facility shall provide a suitable equipped area for the performance of the food service functions
- F. The service area shall be subject to mutual agreement for both parties and such fixtures and equipment shall be maintained in a manner that is acceptable to any governmental supervising agent.
- G. The Contractor shall be responsible for daily use and care of all food service and food production equipment, as well as, monthly preventive maintenance inspections.
- H. The Contractor is expected to provide employee training regarding use, cleaning, and maintenance of all DMH equipment, evidence of (Contractor provided) training shall be maintained in the Contractor's personnel files and a copy available and provided as requested.
- I. Request for repair shall be made following facility established procedures to any plant or equipment issues.
  
- A9. Requests for maintenance and repair shall be made following established procedures. Facility shall be immediately informed (verbally and written) of all equipment failures.
- AA. Contractor will notify the facility the date equipment repairs are completed.
- AB. The Contractor will be expected to submit a copy of each service repair report and preventive maintenance inspections each month.
- AC. Contractor will be responsible for the payment of equipment repairs or replacement made to DMH equipment damaged as a result of Contractor's employee neglect and/or mistreatment.
- AD. The Contractor shall determine and note on report the appropriate actions and timetable for compliance.
- AE. The facility shall be responsible for removal of trash and garbage when properly places in facility designated areas.

**17. TRANSPORTATION EQUIPMENT:**

- A. Food delivery will be carried out in vehicles provided by the Contractor.
- B. Vehicles are to be in proper operating conditions (clean, sanitary, doors properly close, etc.) at all times. These vehicles shall be maintained in a clean and sanitary condition at all times.
- C. The Contractor will also provide transportation equipment and supplies for cafeteria style dining, and individual (insulated or carry out) tray service as director by the Host Hospital.
- D. Transport containers must be constantly maintained in optimum condition and maintain appropriate food temperatures of hot and cold foods and beverages that comply with all safety regulations and guidelines (Please also reference food temperatures section).

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- E. Transportation equipment may include, but not limited to, insulated containers for hot and cold food transportation, stainless steel carts, dollies, and all other supplies and equipment as necessary to transport foods to and from the production site and within the facility.
- F. At a minimum, "appropriately" mandates all foods arrive in sealed containers that protect them from the outdoor elements and/or rodent/insect contamination, at the correct temperature and with maximum palatability maintained at the point of service to the consumer, and prevent spillage in loading dock areas and/or within the facility.
- G. Any and all spills must be corrected by Contractor staff immediately to prevent safety hazards for patients and staff. Contractor will be responsible for correction of hallway stains and markings associated with transport of food, supplies, and service ware through the facility.
- H. The Contractor shall be responsible for collection of and cleaning of transport containers, dishes, and others service equipment at the facility following each transport period.
- I. The numbers and kinds of vehicles will be at the discretion of the Contractor but must, at a minimum, ensure timely meal service in compliance with facility mandated service times.
- A9. Equipment needs will vary and must be tailored to meet facility specific requirements that include:
  - a. Meal service schedules,
  - b. Delivery location(s)
  - c. Type of meal service
  - d. Number of customers at each service location, etc.
- AA. The Contractor's cost for transportation equipment shall be included in the guaranteed meal cost.

**18. ENVIRONMENT OF CARE COMPLIANCE:** Contractor shall agree to comply with the following regulations as necessary to promote the safety, care, and cleanliness of the premises and the preservation of good order:

- A. No openings, sashes, sash doors, windows or glasses that admit or reflect light into the premises or any other part of the buildings shall be covered or obstructed without consent of the facility's designated agent.
- B. The toilets, wash basins, and other equipment shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, or other substances shall be thrown therein.

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- C. No alterations shall be made on the premises, nor shall additional partitions or fixtures be installed in said premises without the consent of the facility's designated agent.
- D. No nails or screws shall be driven, screwed, or otherwise placed on the walls or any other part of the building, nor shall premises be defaced or damaged in any way without consent of the facility's designated agent.
- E. No signs, advertisements, or notices of any kind shall be painted, inscribed, or affixed to any part of the premises unless approved by facility agent or designee.
- F. Contractor shall not remove or permit the removal of any fixtures, equipment or supplies provided by the facility.
- G. Contractor shall place trash and garbage in areas designated by the facility. Dumpster doors and lids shall be kept closed when not in use and areas around dumpsters shall be kept clean.
- H. Environment of Care report: Contractor shall submit a monthly report regarding the environment of care to each facility contact each month. The report, at a minimum, shall include:
  - a. All patient and staff incidents and/ or injuries;
  - b. Equipment failures and breakdowns, including:
    - 1. Location
      - ii. Equipment involved
      - iii. Date of failure/breakdown
      - iv. Date of repair and
      - v. Other critical information
  - c. Use of disposable ware, including:
    - i. Authorizing facility representative
    - ii. Areas affected; and
    - iii. Meals affected; and
  - d. Record of all:
    - i. Environmental rounds conducted by Contractor's management
    - ii. Preventive maintenance evaluations, and
    - iii. Emergency repairs completed
  - e. Emergency Food Supply
    - i. Location of supply
    - ii. Statement regarding contract compliance
    - iii. Date inspection of supply was conducted
      - iv. Date, when applicable, regarding components of supply that were rotated out of the supply and into meal service
  - f. Food Recalls

Contractor shall subscribe to USDA Food Safety and Inspection Service to obtain FSIS Recall Cases to receive food recall notifications. Contractor

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will notify each DMH facility in writing, via monthly safety reports, regarding the status of each recalled item using a tool that includes the date of notification, item recalled, statement regarding purchasing status (applicable or never purchased). “Applicable recalls” shall be defined as any product that has been purchased by the Contractor in the past six (6) months or is currently maintained in the Contractor’s on campus inventory. “

“Applicable recalls” require immediate DMH facility contact notification. A plan of corrective action shall be provided following notification for each “applicable recall.” The plan shall specifically address:

- i. The food item and manufacturer with descriptive details, when included, that may provide specific product codes, expiration dates, purchase periods, etc.
- i. Contractor’s supply status regarding the recalled item (supply on hand or statement that none is currently in inventory).
- ii. Date product was last served to any DMH customer.
- iii. Action(s) steps scheduled when recalled item is in on campus inventory.
- iv. Any and all other pertinent details and/or Contractor actions that have application to DMH consumer safety.
- v. Date action steps completed.

**19. INFORMATION SYSTEM:** Contractor shall employ a confidential system for collection, storage, and retrieval of consumer nutrition related information. Contractor’s system cannot be used as a justification for failure to comply with any DMH expectation outlined in the State of Alabama food service contract. The system and all associate costs (other than basic telephone service) shall be borne exclusively by the Contractor. Supplies required to ensure successful operation of the system must be included in the guaranteed per meal cost and not billed separately. All consumer information is confidential and shall remain the property of the DMH. Contractor shall dispose of all protected health information in a manner acceptable to the facility and that assures the information remains confidential. Contractor’s system at a minimum will:

- A. Provide DMH dietitians with “real time” computer access to all patient’s diet, including snacks, prescription; food allergies, dislikes, and intolerances; special instructions; and all components of the diet prescription. There shall be no additional charge for this service. Any associated costs should be included in the guaranteed meal price.
- B. Maintain ongoing, updated records for individual consumers that include name; location; diet order; food dislikes and preferences; food allergies; need for adaptive equipment when applicable; special food service considerations for individuals, e.g., orange juice as the only fruit juice to be served.
- C. Provide individual meal tray tickets for each consumer that include date and meal; consumer’s name; current location; diet ordered, food allergies, meal components and service sizes; special instructions; and

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adaptive equipment to be provided, when applicable, that are to be served to that individual at that particular meal.

- D. Tray tickets shall arrive at each service location organized in alphabetical order according to service group/living area.
- E. The Contractor is expected to dispose of tray tickets in a sanitary manner so as to assure the facility that confidential information is protected.
- F. Snack labels shall be printed for all snacks to include: consumer name, location, date and time of snack, and specific items to be provided.
- G. Costs for snack related supplies computer ink cartridges, labels, etc. shall be included in the proposed per meal cost for supplies.
- H. Provide patient listing of each individual's current diet and nourishment order for each consumer by location (program, living area/ward specific) for use by facility staff no less than once weekly.
- I. Generate a contract compliant nutrient analysis of all menus, including menus for modified diets in accordance with "Food and Menu Specifications" in the "Meals" elements of performance.
- A9. Provide a means for costing nourishments and extra items sent on consumer trays and printed report of this information.
- AA. Upon expiration or termination of the contract, the existing Contractor shall be required to provide a current listing of all consumers/patients by location for the incoming Contractor in paper/hard copy form.
  - 1. Listing shall include diet order components that contain the entire diet prescription for oral and elemental nutrition and any allergies, preferences, special needs, etc.
  - 2. Listings shall be provided at 30 days, 14 days, 7 days, 5 days, 3 days, and the final day of the contract period.

**20. CONSUMABLE/DISPOSABLE ITEMS:**

Contractor will be responsible for providing all consumable/disposable items which includes, but is not limited to paper and plastic supplies, i.e. - napkins, plastic utensils, trash bags, and plates.

Disposable ware shall be used only upon receipt of permission by facility. Permission to use disposable ware shall be given on a meal-to-meal basis.

**21. MEAL COUNT:**

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Each facility shall supply a daily meal census/count. The meal census/count shall indicate any changes from the previous day (admissions, discharges, and moves within the facility). This meal count shall be provided to the Contractor by 9 a.m. for the day's meals.

Meal counts will not be provided on weekends or recognized state holidays.

Host Hospitals will not be charged for patients receiving total nutrition via tube feeding or held "NPO".

**22. PERSONNEL:**

- A. Contractor must provide and maintain competent workforce who will ensure that food service is being operated with quality standards that are acceptable to the facility. Employment levels are to be dictated by the expectations outlined in the State of Alabama food service contract. The Contractor may be required to modify staff levels during the life of the contract based on performance outcomes.
- B. Contractor shall provide each facility with primary source verification by credentialing agencies for professional staff, when applicable, prior to the completion of the current credentialing period as a component of an individual's "competency" assessment.
- C. The Contractor's employees must have written documentation of their job description, orientation, in-service training, and show successful completion of competency assessments prior to independent placement in a position to be considered "competent."
- D. The facility must review and approve this written documentation for each employee prior to employment.
- E. A supervisor shall be available at each facility and the Production Site from the beginning of each shift and until completion of the last meal of each day. The supervisor shall be responsible for supervisory duties exclusively.
- F. The kitchen/production site shall be manned by a production supervisor each day, each meal, until all service locations at all facilities have completed meal service.
- G. It is understood that such employees are subject to the Contractor's direct supervision and approval, and that each employee shall consider himself a member of the Contractor's employees.



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- H. Neither Contractor nor employees, agents, volunteers, etc. of Contractor will be subject to the provisions of, nor entitled to the benefits of the state merit system law.
- I. Individuals may not be employed by the Contractor and the Alabama DMH concurrently.
- A9. The Contractor shall have replacement staff available to ensure continuity of service in the event of resignation, dismissal, accident, or illness of on-site personnel.
- AA. The expense of temporary employees shall be borne entirely by the Contractor.
- AB. Contractor must provide each facility with a monthly listing of new hires, terminated employees, and current employees assigned to that facility that includes the following information:
  - a. Employee's full name,
  - b. Company-assigned employee identification number
  - c. Assigned work area
  - d. Date of hire
  - e. Date new employee orientation complete,
  - f. Date background checks successfully completed,
  - g. Date drug screen successfully completed,
  - h. Date health screen requirements completed, and
  - i. When applicable, termination date.
- AC. The Contractor is expected to provide each facility with a monthly calendar designating a contact for complaint/problem resolution after normal business hours and on weekends and holidays for the Host Hospital and Production Site.
- AD. Revisions to the published calendar will be reported verbally and in writing to the facilities affected.

**23. CORPORATE SUPPORT PERSONNEL:**

In addition to on-site personnel, sufficient corporate support personnel shall be employed by the Contractor to support the areas of contract compliance, policies and procedures compliance, the complaint and resolution process, procurement, accounting and other support areas, and to keep the nutritional services department of the facility current on new products, menu and recipe development, research, new production equipment, and methods of preparation and service.

Consultation with the Contractor's technical and supervisory employees may be requested and utilized by the facility and/or by DMH administration as deemed necessary for the proper functioning of food service operations.

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A representative from the Contractor's corporate support team shall evaluate meal service and sanitation in each service location on each DMH campus and complete a sanitation inspection at each production location no less than once each quarter.

A report of findings from these inspections shall be provided to the facility contact at each facility upon completion of the inspection.

A plan of corrective action to address all identified concerns shall be completed by the Contractor's local management team. The plan shall be submitted to the facility contact within 10 days of the inspection.

**A. Management Team**

Each facility shall be given a copy of the job description and resume for all members of the management team. The facility shall be notified in writing of all supervisory level staffing changes prior to their assignment at the Host Hospital.

A penalty fee of \$100 per calendar day shall be assessed if a vacancy of on-site management team exists for more than sixty (60) consecutive days during the life of the contract. A qualified interim manager on-site is acceptable and would not be counted as a vacancy. These vacancies shall be reported to the affected facility and DMH. Penalty fees shall be identified and credited to the facility on the monthly food service invoice immediately following such vacancies.

The Contractor shall employ sufficient management/supervisory level personnel to ensure compliance with the performance expectations mandated by this contract.

The Contractor shall have a policy that mandates minimum staff levels. The Contractor shall provide written notice when any service area is required to operate at minimum staff and/or supervisory level staff fills a service line position.

The responsibilities of the Contractor's local and/or corporate management team will include:

1. Write contract compliant menus to be reviewed at Menu Board. Menus shall include, but not be limited to: regular, chopped, ground, blended consistencies and all nutritionally modified diets. All modified diets will be based on the current edition of the Manual of Clinical Dietetics as published by the Academy of Nutrition and Dietetics.
2. Prepare nutrient analysis of all cycle menus, including modified diets, for calories, fat (saturated, monounsaturated, and polyunsaturated), protein, carbohydrates, essential vitamins and minerals, and others as requested by a voting majority at Menu Board.
3. Monitor production, tray line operations and all service areas to ensure diets are served correctly.
4. Provide in-service training for food service employees.

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- a. Training must also include successful competency assessments appropriate for employee’s job classification and ensure employees possess knowledge and skills required to successfully complete their job functions.
  - b. A narrative summary of information presented at training sessions, employees in attendance, and a list of employees successfully completing competency assessments shall be available as requested by the facility.
  - c. Competency assessments will be maintained in individual employee files and be available at the request of the facility and/or any regulatory agencies.
5. Visit each dining area, no less than weekly, to evaluate the service of food to consumers, including delivery, temperatures, taste, and appearance of food, unless the facility specifies otherwise.
- a. A written report from each evaluation will be submitted to the facility representative each month.
  - b. A plan of corrective action should be submitted with the meal service evaluation for each problem identified through this venue. The plan should also include a process for evaluating the effectiveness of the corrective action plan.
  - c. The Contractor will compile data collected through this process and report cumulative reports quarterly. It is preferable that the same data collection tool utilized by the facility be utilized by the Contractor for consistent evaluations.
6. Tray tickets will be printed for special events such as picnics and cookouts when advance notice (no less than 7 days) is provided to ensure consumers receive foods appropriate for their physicians prescribed diets

**B. Food Service Director**

The food service director must have no less than three (3) years of full-time management experience in a similar health care setting. Completion of a state or local college food service management certification course would be beneficial but cannot replace the required years of experience.

**C. Dietitian**

Contractor shall employ a full-time dietitian.  
Qualified dietitian at a minimum shall

- 1. monitor meal service in each service location at each DMH facility bimonthly
- 2. write meal patterns and menus for combination and/or special diets not specified on menu extensions

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3. provide nutrition education for Contractor's personnel.

The Contractor's director shall schedule monthly meetings with facility representatives or in accordance with facility directives. Additional meetings may be scheduled when appropriate.

Quarterly meetings with representation from the Contractor's regional/corporate support team shall be scheduled at each facility on a mutually agreed upon date (less often or more frequent meetings may be requested by the facility based on contract compliance. The director shall monitor each meal service location no less than monthly.

#### **D. Food Production Manager**

The Contractor shall have a food production manager (supervisory level) on duty each shift, each day of the week for the entire period of operation.

Food production managers shall have at least one (1) year of food production experience in a hospital environment.

Food production managers shall

1. Ensure that consumers are provided quality meals that are prepared in a sanitary environment and meet or exceed minimum food safety standards.

#### **E. Facility Manager**

1. A facility manager shall be permanently assigned to each Host Hospital (facility) on a full-time basis.

2. Each manager shall have at least one year of food service experience in a supervisory capacity in a facility of similar size and patient diversity. Completion of a food service management certification is desirable; however, not mandatory unless otherwise specified in a Host Hospital's specific requirements. (Reference facility specifications).

3. Facility managers shall be responsible for:

- a. all aspects of employment for food service employees assigned to their assigned facility.
- b. provision of training that includes: orientation, on-the-job training, competency assessments, employee discipline, etc. for individuals employed at their assigned facility.
- c. maintenance of employee files which must be made available at the request of the facility and/or any representatives of any regulatory agency.
- d. participation in meetings with Contractor's management level personnel and the facility contract or other representatives as requested
- e. observation/supervision of all aspects of food service operations for their assigned facility.

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2. Facility managers shall ensure that all essential food and supplies are maintained in amounts required for their assigned facility.
3. These individuals will conduct routine monthly preventive maintenance inspections and report all identified concerns to the appropriate individuals as determined by facility mandates.
4. Food service managers must monitor meal service (utilizing the facility's data collection tool) at each service location, as appropriate, no less than once each week in each service location as need is assessed through performance monitoring.
5. Food service managers will continually monitor all aspects of food service in their assigned facility to ensure compliance with DMH, Host Hospital, and Contractor's policies and procedures and compliance with performance expectations as outlined in the DMH food service contract and all regulatory agency standards as they apply to their assigned facility.

6. Food service managers are expected to communicate on an as needed basis with the facility contract to ensure food service issues and concerns are addressed promptly and the lowest managerial level.

7. Food service managers must reply in writing to all facility incident reports, consumer complaints, and all other facility identified concerns as reported by the designated facility contact. When indicated, additional data may be requested from the food service production site.

### **ORGANIZATIONAL CHART**

Contractor shall submit with their bid an on-site manning and organization chart showing both on-site management team and corporate support by the Contractor in the areas of administration, menu planning, contract compliance, policies and procedures compliance, complaint resolution, procurement, accounting, and other support areas.

This chart shall be constantly maintained during the contract period and list the names of the people in the various positions and be provided to each facility as changes are made.

### **BACKGROUND CHECKS**

The Contractor shall be responsible for background checks on all of its employees, agents, volunteers, etc., that may have contact with any facility consumer and/or perform their job duties on the facility's campus.

The Contractor shall conduct local, ABI (Alabama), and FBI (federal) background checks.

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The facility must be provided evidence of the background check before the employee is employed and assigned to a work area.

The DMH and the facility reserve the right to deny access to the facility to any employee, agent, volunteer, etc. of the Contractor if in the facility's opinion the safety or well-being of any of its consumers are or could be compromised. Contractor does not have to be provided a reason for the request.

No person convicted of abusing, neglecting, or mistreating others by a court of law may be employed.

If at any time the Contractor becomes aware that any employee has been convicted of any criminal offense involving dishonesty, breach of trust or use of illegal drugs the Contractor must remove said employee (not to return to DMH prop

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## **SMOKE FREE AND DRUG FREE WORK PLACE**

The Contractor shall be in compliance with DMH policy for a smoke free workplace.

A successful drug screen for each employee must be completed prior to employment.

Evidence of the drug screen must be provided to the facility before the employee reports to an assigned work area.

The facility reserves the right to request that any employee be rescreened (drug), if in the opinion the safety or well-being of DMH consumers or its representatives are or could be compromised.

## **SECURITY**

The Contractor will conduct reference checks on its employees with prior employers and require that any previously terminated DMH employees are excluded from working anywhere on DMH property.

No one employed by the Contractor that provides service on facility grounds can be listed on the Medicare/Medicaid nurse aide abuse registry or board of nursing suspension list. (Available on the internet. This is a Contractor responsible standard.)

## **DRESS REQUIREMENTS**

Contractor's personnel shall at all times present a neat and clean appearance and comply with DMH and facility specific dress requirements.

Contractor's employees must wear standardized uniforms. Clean uniforms of a standardized design and same color for all personnel are to be worn daily.

Dress code requirements also include:

- a. Name tags
- b. Evidence of each individual's flu vaccination status or presence of mask covering the nose and mouth for the flu season as directed by the Host Hospital's Infection Control Board.
- c. Host Hospital keys, to include appropriate fire key(s)
- d. Hand sanitizer and a pair of gloves on each individual
- e. Appropriate and clean footwear

Hair nets, caps/hair restraints are to be worn as required by the facility or applicable governmental regulations. Compliance with the dress code requirements shall begin on the first day of the contract period.

Contractor is responsible for ensuring dress code compliance. Contractor's employees that report for duty in noncompliance with the dress code may be denied access or asked to leave the premises.

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**IN-SERVICE TRAINING**

Contractor shall have policies and procedures consistent with the facility objectives for:

1. Staffing of its food service department and
2. Monthly continuing education of food service personnel.
3. Facility shall be notified in advance of the date, place, time, and topics for training,
4. Contractor's in-service topics shall include, but not be limited to:
  - a. Consumers' rights and confidentiality with special emphasis on service in a respectful and humane fashion
  - b. Courtesy
  - c. Sanitation
  - d. Safety that includes fire and disaster training
  - e. Infection Control
  - f. Quality Control
  - g. Hazardous material management
  - h. Portion Control
  - i. Modified Diets
  - a9. Contract Performance expectations

Contractor will be expected to expand in-service training based upon self-identified problems and concerns, facility identified problems and concerns, results from performance monitoring, periodic employee competency assessments, and other processes that measure key elements of performance.

Competency assessments are a required component of employee training sessions for all job classifications.

The facility will provide required orientation for each of the Contractor's employees prior to assignment of duties at that facility.

Newly hired Contractor employees who have previously attended contract new employee orientation provided by the Host Hospital must attend another session unless documented evidence of training within the past six months can be provided to the Host Hospital's facility contact.

The cost of Contractor's employee salaries while attending required in-service training and orientation will be borne entirely by the Contractor.

Topics of training include:



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1. The Facility
2. Consumers
3. Developmental/intellectual disabilities
4. DMH rights
5. Consumer abuse and neglect
6. Infection Control
7. Attitudes
8. Confidentiality
9. Safety

Other training opportunities will be provided by the facility at appropriate intervals. Programs, dates, and times will be provided by the facility.

All (100%) food service personnel must attend all mandatory in-service programs/ educational opportunities provided by the facility.

A sign-in sheet will be provided for the Contractor's employees to document their attendance.

Compliance with training expectations will be monitored as a component of the Contractor's contract performance.

The Contractor must ensure its regional and facility management team members have been trained regarding the provisions of the food service contract and the corresponding facility specifications prior to the first day of the contract period.

Contract competency assessments for the Contractor's on site management team should be included with their orientation documentation records.

The Contractor will develop job specific orientation training tools that list critical training elements and verify competency for each standard as appropriate to the employee's level of responsibility/position.

All training, including competency verifications, for each job classification must be successfully completed and evidence of training provided to the Host Hospital before an individual is assigned independently.

Competencies must include but not limited to:

1. Contractor's policies and documentation
2. Consumer identification
3. Modification Diets
4. How to read menus
5. How to accurately complete procedures
6. Portion control system
7. Use of equipment, and
8. Other topics related to responsibilities

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Should the job duties for any of the Contractor’s employees change at any time during their employment, that employee must show competency for each of the required elements of performance for their new job duties/assignment prior to independent reassignment in that position.

Documentation of all training sessions and competency assessments shall be maintained by the Contractor and shall be consistent with requirements to ensure competency. At various intervals the facility and/or regulatory agencies may request documentation of employee education.

**LABOR PROBLEMS**

Should labor problems or other legal problems arise to the extent that legal advice and assistance are necessary, it is agreed the expense shall be borne by the Contractor, and there shall be no cost to the facility or DMH.

**HEALTH SCREENING**

Contractor shall provide for basic employee health measures. Contractor shall, at a minimum, ensure that employees receive Tuberculosis screening prior to assignment and routine screenings thereafter.

Evidence of completed health screenings shall be provided to the facility.

Specific facilities may require that Contractor’s employees receive Hepatitis B screenings and if not Hepatitis B immune, immunize.

Influenza shots must be offered by the facility for all Contractor’s employees assigned to the facility at no cost to the Contractor. (Contractor employees assigned to the kitchen/production site will receive vaccinations via Bryce Hospital representatives.)

**SANITATION**

Contractor shall utilize proper sanitation techniques in the total food service operation to comply with standards set forth previously governing the manufacture, preparation, display, and service of foods, confections, and beverages.

A copy of each health department inspection, along with a plan of corrective action for each identified deficit, shall be provided to each affected facility following each inspection.

Contractor shall be responsible for the routine cleaning (except stripping and waxing) and sanitation of all areas of the food service building and attendant outside areas.

Dining areas will be continuously cleaned throughout the dining period each day. Tables will be cleaned and sanitized as diners leave and will be cleaned between seatings.

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Contractor shall be responsible for immediate cleanup of spills.

A properly trained representative of the facility shall be responsible for cleaning all body fluids from tables, chairs, and floors.

The facility shall be responsible for providing supplies and for maintaining and cleaning:

1. External kitchen exhaust hoods,
2. Air ducts,
3. Consumer rest room areas,
4. Drapery, and
5. Dining area light bulbs

The Contractor shall clean:

1. Dining room window sills
2. Ceilings
3. Vents
4. Windows
5. Tables
6. Chairs,
7. Internal exhaust hoods
8. Walls
9. Wooden wall units
10. Food service equipment
11. Floors and baseboards
12. Food service storage areas in cafeteria/dining areas, production areas, food service offices, and Contractor served dining areas.
13. Food production area and cafeteria walls shall be cleaned daily.
14. Floors:
  - a. Safety hazards and concerns in dining areas must be constantly corrected during dining periods.
  - b. Contractor's employee shall immediately identify floor hazards with an industry approved cardboard wet floor sign.
  - c. Paper, food, and other debris must be swept following each dining period when more than one seating is served in a cafeteria/dining room.
  - d. Floors in all service areas must be swept then mopped at the completion of each meal service period.

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- e. Floors and baseboards in production areas must be cleaned between each production period and at the end of each day.

**A. Sanitation Policies and Procedures**

Contractor shall have written policies and procedures in regard to the following:

- a. Physical plant and equipment (including transportation equipment) cleaning schedules;
- b. Repair and/or maintenance requests: Contractor shall report facility responsible repairs through appropriate channels immediately.
- c. Purchase and storage of food;
- d. Equipment and utensils;
- e. Dish and service ware washing and cleaning operations;
- f. Personal hygiene and work habits of food service personnel;
- g. Food handling techniques in all aspects of receiving, storage, preparation, transport, and service;
- h. Placement of all trash and garbage in the area designated by the facility; and
- i. Others as required to meet standards as established by regulatory agencies.

The Contractor’s management team will monitor compliance with policies and procedures as a component of its performance monitoring plan.

A member of the Contractor’s corporate management team will conduct an inspection of each service location on a quarterly basis. A written report of identified concerns with a corresponding plan of correction for each shall be provided to each facility's liaison following each inspection. (Reference “Corporate Support Personnel”)

**CLEANING PRODUCTS**

Contractor shall employ a microfiber mopping system (that includes mop buckets, recommended cleaning products, and all manufacturer’s recommended instructions). The system must utilize mop pads that are zero percent cotton and without strings or tubes. Mop pads must be laundered/sanitized to remove dirt and bacteria.

Brooms, or other systems, used to collect dust, dirt, and other debris prior to mopping must be sanitized following each meal in each service or production location.

All cleaning products must be approved by the facility prior to delivery or use on the campus.

Safety data sheets (SDS) shall be provided to each facility upon award of the food service contract for facility approval. No chlorine bleach will be allowed. It shall not be

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utilized as a cleaning agent, except in a disaster situation as approved by the facility director.

### **PEST CONTROL**

Contractor shall report any need for pest and/or rodent control to the facility's designated agent the day the need is discovered.

A log of all requests for pest control shall be maintained by the Contractor's representatives and be available upon request.

The Contractor shall make all reasonable and appropriate efforts to prevent giving insects and rodents the opportunity for infestation.

The facility shall provide all exterminating services and will coordinate the application of pesticides, placement of chemicals, etc. with the Contractor.

The Contractor shall provide nonporous storage containers with tight fitting lids for all food supplies and condiments stored in the facility's service locations.

- a. The cost for the containers and their replacement, when the integrity of those containers becomes compromised, shall be borne by the Contractor and included in the guaranteed meal price.
- b. All clean service utensils shall be stored in a covered container that separates it from contact with the bottom of the container.
- c. At the conclusion of the contract period, all containers, in optimum condition, shall become the property of the DMH.

All supplies shall be removed from cardboard containers upon delivery to meal service areas.

### **FOOD AND MENU SPECIFICATIONS**

The following food and menu specifications apply for all facilities at each Menu Board:

1. A Menu Board shall be organized and meetings called by the Contractor four (4) times per contract year prior to implementation of each seasonal cycle menu.
2. The Menu Board will be composed of representatives from all the DMH's facilities, Contractor's corporate/district level personnel and customers. Representatives should be knowledgeable about the food served to consumers, standard food service operations, the food service contract, and how to enhance the dining experience.

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3. The DMH commissioner, associate commissioners, and facility directors shall appoint members to this board.
4. Contractor shall require representatives from their management team from each facility to attend.
5. The purpose of the Menu Board is to provide a forum for the Contractor to present a DMH menu, including special holiday menus, in accordance with the specifications included in this Agreement and/or Addendums and resolution of concerns affecting DMH facilities and their customers. Menu Board shall specifically ensure:
  - a. Contractor supplies seasonally appropriate, contract compliant menus for review at Menu Board meetings.
  - b. Each cycle must consist of menus for at least three (3) different weeks (7 days per week).
  - c. Menu Board shall be scheduled no less than 40 days prior to the beginning of the new menu cycle.
  - d. Proposed menus are provided to Menu Board representatives no less than ten (10) days prior to each scheduled Menu Board date.
  - e. DMH representatives at the Menu Board review and approve seasonal menus for regular diets. Modified diets/diet extensions may also be discussed in this venue;
  - f. Facility representatives have the opportunity to recommend changes to the proposed menus, including recipe development and modification;
  - g. Contractor shall incorporate all reasonable requests for recipe development and modifications based upon customer comments or requests obtained through satisfaction surveys and other avenues so long as such requests do not materially alter the cost structure of the Contractor's menu or are consistent with the menu and specifications included in this agreement and/or addendums;
  - h. Contractor, exclusively, shall revise menus with approved Menu Board modifications to meet contract specifications and to
  - i. ensure appropriate nutrient content prior to menu finalization and distribution;
  - a9. Each facility will be notified, in writing, of all changes Contractor made to the approved menu with

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- aa. Written justifications for each provided;
- ab. Venue is also available to discuss and resolve food service related issues that affect the needs of DMH consumers and their special needs, limitations and/or concerns
- ac. Upon revision and approval of the Menu Board, the Contractor shall provide a calorie and nutrient analysis for protein, carbohydrate, fat (saturated, monounsaturated, and polyunsaturated), fiber, vitamins, minerals, and cholesterol.
- ad. Contractor shall ensure the nutritional requirements of DMH consumers served, adolescent to geriatric, are met in accordance with the most recent edition of the National Academy of Sciences. Institute of Medicine. Food and Nutrition Board's Food and Nutrition Board. Dietary Reference Intakes and are included in the Academy of Nutrition and Dietetics' most recent Manual of Clinical Dietetics.

The first Menu Board and the first set of menus shall be provided to Menu Board representatives within thirty (30) to forty-five (45) days of the Contractor's notice of contract award.

Contractor shall provide each Menu Board representative with written meeting minutes within ten (10) days following Menu Board. Hard copies of finalize menus no later than thirty (30) days prior to the beginning of the menu cycle.

### **MEAL COMPONENTS**

The Contractor shall provide a listing of menu options by:

1. Category (entree, salads, starches, vegetables, breads, desserts, etc.)
2. A brief description of the ingredients to include carbohydrate levels, and
3. Method of preparation to each Menu Board representation with the proposed menus prior to the first Menu Board.

Contractor shall provide a new listing that incorporates seasonally appropriate menu options for each cycle and as new recipes are developed and/or modified.

The Contractor must provide the DMH with a written definition that shall dictate financial limitations for suggested menu items or recipes to be incorporated in state-wide menus with their initial bid. This definition will serve as a deciding factor for "reasonable requests" throughout the contract period.

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**SEASONAL CYCLE MENUS**

Contractor shall provide four (4) different seasonal cycle menus during each twelve month period. The beginning and ending dates for each cycle shall be:

- I. October through December,
  - 1. January through March,
  - 2. April through June, and
  - 3. July through September.

The form or consistency of a meal component must meet the specific needs of the population it serves. This may require the Contractor to provide more than one consistency. (For example: consumers at one facility may be served raw salads and another facility may require service of a cooked vegetable to replace salad).

**PENALTIES**

Imposition of monetary fines shall be coordinated through the DMH Department of Purchasing.

Failure to comply with time parameters established through the state of Alabama food service contract will result in financial penalties.

The Contractor must notify the DMH Office of Purchasing in writing of any requests to modify the time constraints established through the state of Alabama food service contract.

Waiver of penalties can only be approved by the commissioner, or approved designee through the DMH's Office of Purchasing.

Failure to provide seasonal cycle menus, the revised menus, or the nutrient analysis on the dates as stated previously shall cause a penalty of \$1,000 for each occurrence.

A penalty of \$50 per day shall be assessed until the seasonal menu cycle, the revised menu cycle, or the nutrient analysis is received by each facility.

The DMH's Menu Board representatives shall notify the DMH Department of Purchasing should menus fail to be provided as required.

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**MENUS**

Hard/written copies of the extended menu shall be provided to the facility no later than the Thursday prior to the beginning of each week.



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The menu shall include that week's breakfast, lunch, supper, snacks and the menu for all modified diets. Diet extensions must clearly identify the standard meal components for each diet modification listed.

Alternate menu items shall be served to consumers with reported preferences or allergies that conflict with the regularly scheduled menu. They shall be a nutritional equivalent replacement for the regular menu item.

Alternate menu selections shall be planned and also printed on weekly menus. Alternates must be differentiated as such on the published diet extensions and, when appropriate, shall include provision of condiments.

There shall be no repeat of a menu alternate within a five (5) day period.

**There shall be no additional charge for diets modified for cultural, religious, and ethnic related preferences without prior approval by the facility.**

Contractor shall develop patient specific (non-standard) meal patterns/menus for consumers prescribed diets not listed as a component of the published diet extensions.

A copy of each non-standard (combination diets or diet that is not specifically listed with corresponding meal components on daily diet extensions) menu pattern and/or corresponding meal pattern shall be maintained in the Contractor's Diet Office and another copy for the facility's clinical nutritional department.

Contractor shall provide electronic copy of patient specific tray tickets as requested by the Host Hospital.

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The Contractor shall reproduce sufficient copies of each week's (regular) menu to deliver to all facility designated areas. (Actual numbers of menus will be facility specific but should, at a minimum include each service location and all living areas).

Large print copies shall be available for requesting facilities.

There shall be no additional charge for provision of menus.

## **MENU SUBSTITUTIONS**

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Menu substitutions are to be made only in case of emergency and must be approved by Contractor's qualified personnel.

Verbal notification of menu changes or substitutions shall be made to the facility's director of nutritional services or designee and each service area prior to the

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applicable meal with written notice to follow within twenty-four (24) hours of substitution.

All menu substitutions shall be documented by Contractor's personnel on the menu posted in each service area prior to the initiation of meal service.

Contractor shall, at their own expense, reprint tray tickets for all individuals affected by a menu substitution.

There shall not be a repeat of a menu substitution within a five (5) day period.

Contractor shall include a listing of all menu substitutions as they apply to the regular menu, nutritionally modified diets, alternate menu items, and/or patient specific meal components as a component of their monthly report to each Host Hospital.

Adequate portions of each meal component will be prepared to ensure all consumers are provided the published menu.

Contractor shall be expected to monitor food shortages and missing meal components as an aspect of care for their routine performance monitoring.

When adequate portions are not available and a menu substitution is made to provide each consumer with a meal component replacement, it should be noted, along with the number of consumers affected, by the Contractor's service line personnel on the meal service report that is completed with each meal for those facilities that require meal service reports.

**Mechanically altered meal components may not be served to replace regular consistency meal components should a food shortage occur.**

Contractor shall maintain a file (no less than the last six calendar months) with substitutions annotated.

## **MEALS**

### **1. Regular Portion Meals**

**This diet shall provide:**

- a. **no less than 2500 Calories daily (not an average)**
- b. **Three (3) meals and a bedtime snack**
- c. **Nutrient composition of**
  - # **50% – 55% carbohydrate (with an emphasis on complex carbohydrates),**

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- # 15% - 20% protein,
- # 25% - 30% fat (less than 10% average saturated fat),
- # Less than 300 mg cholesterol,
- d. 4 grams sodium (excluding salt packets), and
- e. 25 grams fibers each day.

Each consumer shall receive three (3) cups of skim milk or a nutritionally equivalent substitute each day unless contraindicated by a physician prescribed diet or reported patient preference.

**1. Double Portion Meals**

This diet shall provide two regular portions of each meal component of the regular meal described previously.

**2. Triple Portion Meals**

This diet shall provide three regular portions of each meal component of the regular meal described previously.

**3. Large Meal (3800)**

This diet shall consist of one and one-half (1 1/2) portions of each meal component of the regular meal described previously.

**MEDICALLY PRESCRIBED DIETS:**

No food or beverage shall be served to any consumer prior to receipt of a written patient specific order for service.

Facility nursing service personnel shall notify the Contractor of medically prescribed diets and snacks using the facility appropriate order form.

Contractor shall provide an accurate, up-to-date customer listing that includes:

- a. Consumer name;
- b. Location;
- c. Prescribed diet;
- d. All prescribed snacks;
- e. Allergies and preferences;
- f. Fluid restrictions or consistencies; and
- g. Other critical nutrition information.

DMH dietitians shall have twenty-four (24) hour a day electronic access to any individual patient's current diet and snack prescription and food preferences. All costs associated with this service shall be included in the guaranteed meal price.

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Weekly customer listings by facility, program, and living area/ward shall be provided to each housing location, as requested by the facility.

An accurate up-to-date (service area specific) patient listing with the physician's most recently prescribed diet, including snacks shall be available at each service location.

Contractor's personnel will update their patient listing(s) as changes are received until a new patient listing is published.

Food allergies, food preferences (to include cultural, religious, ethnic, etc.) and/or patient movement shall also be implemented no later than the second meal following receipt of information from Host Hospital.

All diet orders must be implemented by the second meal order following receipt of the diet order unless otherwise mandated by written order or contract specifications. (Reference: Host Hospital's diet order implementation policies and procedures).

**Calorie Modified Diets**

- a. Menus shall be written to ensure consumers receive as much food as possible (larger portions) of allowable meal components.
- b. Meal components served to individuals with caloric modifications shall follow the regular meal pattern as much as possible.
- c. All calorie restricted diets shall provide consistent carbohydrates for the same meal each day of the week.
- d. Contractor shall provide DMH dietitians with a carbohydrate distribution schedule for commonly prescribed calorie levels at a minimum: 1500, 1800, 2000, 2200, and 2500, with menus for the first Menu Board.
- e. Additional calorie levels may be required by an individual's prescribing party.
- f. Contractor's dietitian will be responsible for development of patient specific calorie level diets as physician prescribed.

**Mechanically altered and therapeutic modifications**

- a. These diets shall follow the same pattern as the regular menu or appropriate substitutions shall be made.
- b. Foods for modified diets shall be appropriately seasoned and as normal in appearance as possible.

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- c. Food consistency variations shall be made available to meet the individual requirements mandated by the facility
- d. The quality of mechanically altered foods must be acceptable to the facility and the customers' requirements.
- e. Substitute/alternate meal components served shall be as similar to the regular meal component it replaces and as the diet prescription allows.

**Vegetarian Diets**

- a. Soy and vegetable based meat alternatives shall be purchased and prepared for consumers on vegetarian diets daily so as to provide as much menu variety as possible.
- b. A variety of different cheeses may also be incorporated into a diet appropriate for vegetarian meal patterns but will be limited to service no more than three (3) times per week or based on an individual's diet prescription.
- c. The Contractor is expected to evaluate and ensure age specific vegetarian diets (all variations) are nutritionally adequate and provide all essential amino acids by using customer preferences coupled with plant protein combinations at no additional cost to the facility.
- d. Peanut butter is not an acceptable protein source or meat replacement. It may not be served to any consumers.

**Puree Diets**

- a. Puree and dysphasia diet modifications shall follow the same menu items as the regular menu, or a substitute of appropriate nutrition and texture shall be provided.
- b. Unless otherwise mandated by facility specifications and/or individual diet prescription, puree foods must be processed to a smooth, lump free, mashed potato 'extremely thick' consistency.
- c. The Contractor will be expected to utilize recipes to ensure consistent quality preparation of all pureed meal components.
- d. A member of the Contractor's management team is expected to evaluate all puree meal components prior to distribution/ service to ensure compliance with this expectation.

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- e. Approval of pureed food consistencies must include written documentation by the individual evaluating each meal component at each meal due to the serious health risks associated with noncompliance on mandatory meal service documentation prior to distribution to the Host Hospitals.
- f. Puree foods should be of high quality.
- g. Breaded products, biscuits, dinner rolls, garlic bread, toast, etc., shall not be blended except with the approval the Host Hospital or Menu Board representatives.
- h. Cornbread, when on the menu may be blended and served as a meal component for customers requiring a pureed consistency.
- i. Raw fruits and vegetables shall not be blended, with the exception of bananas. A substitute of equal nutritional value must be provided for these meal components.
- a9. Fish products shall not be blended.

### **Liquid Diets**

- a. Full and clear liquid diets shall be available diet order options.
- b. Patterns for full and clear liquid diets shall be noted on diet extensions with other dietary modifications.
- c. Liquid diets shall provide at least 2000 calories per day unless otherwise prescribed.
- d. Facility purchased and provided liquid nutritional supplements may not be included in meal patterns nutritional adequacy of patient specific diets except by Host Hospital dieticians.
- e. Meal patterns for liquid diets shall include three (3) meals and three (3) between meal snacks.

### **Thickened Liquids**

- a. Prescribed consistency requirements shall be a component of patient specific diet and snack order listings as published by the Contractor weekly.

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- b. Contractor shall purchase and maintain an adequate supply of pre-thickened liquids for customers with written orders for thickened liquids.
  - 1. Beverages shall include, at a minimum, coffee, tea, fat free milk, variety of juices, and water.
  - 2. The cost of pre-thickened beverages shall **not** be included in the guaranteed meal cost
  - 3. Contractor must subtract the cost of the regular menu item from the cost of the pre-thickened beverage to determine a meal cost for thickened beverages.
  - 4. Pre-thickened beverages prescribed as a component of between meal snacks may be charged at cost plus the contract approved handling fee.
  - 5. Contractor snack price listing shall include cost for pre-thickened beverages provided as:
    - a. Meal components
    - b. Snack component
 (Reference 'Charges' section)
- c. Contractor will also be expected to purchase and maintain a two (2) week supply of individual, instant thickening packets for each consistency required by each facility in addition to the required of pre-thickened beverages.
- d. Individual instant thickening packets for each consistency shall be available upon unit requisition.
- e. Cost for these products shall **not** be included in the guaranteed meal cost but shall be billed to the Host Hospital at the Contractor's purchase price, excluding handling costs.
- f. Contractor shall be expected to maintain no less than a forty-eight (48) hour supply of pre-thickened beverages at each DMH facility at all times.

Failure to comply with these diet related standards may result in the non-payment for that particular meal and shall be credited on the monthly invoice.

### **NUTRITIONAL NEEDS**

The nutritional needs of consumers shall be met in accordance with Dietary Reference Intakes as published by the National Academy of Sciences. Institute of Medicine. Food and Nutrition Board and are included in the Academy of Nutrition and Dietetics' most recent edition of the Manual of Clinical Dietetics.

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Typical portion sizes shall not be reduced to atypical portions simply because the recommended nutritional needs have been met.

Contractor shall provide nutritional analyses of individual consumer's documented food intake as requested by the facilities at no additional cost.

- a. The analysis shall include each of the nutrients monitored as a component of the nutritional adequacy analysis unless otherwise directed by the facility.
- b. The nutritional analysis shall be provided in written and electronic form.
- c. Routine requests should be provided by the Contractor within twenty-four (24) hours of request
- d. In critical situations, a request for immediate information may be requested for limited nutrients (calories, fluid, etc.). Results should be provided to the facility within six (6) hours or less.

### **DIET MANUAL**

The current edition of the Manual of Clinical Dietetics as published by the Academy of Nutrition and Dietetics shall serve as the approved diet manual for each DMH facility.

Diet manual shall be presented to the medical staff at each facility for approval and use.

The Contractor shall provide twenty-four (24) hour a day, facility specific computer access for all Host Hospitals' staff. Access must be available for all personnel.

The cost for provision of the diet manual shall be borne by the Contractor and shall be incorporated in the guaranteed meal price.

### **SEASONING**

All regular and all modified meal components must be seasoned in accordance with prescribed dietary modifications.

Host Hospitals may request an assessment of "seasoning" based upon customer comments received as a component of satisfaction evaluations, individual complaints, or other channels of consumer complaints/concerns. Contract shall provide a written response to concerns reported by Host Hospital.

Recipes may require periodic modification throughout the contact period to meet consumer expectations as expressed in customer satisfaction surveys (food taste, food quality, etc.) and other venues.



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Seasonings must meet the terms of the State of Alabama food service contract and must also comply with physician prescribed dietary restrictions This may necessitate preparation of different seasonings for similar meal components.

Seasoning options include, but are not limited to: garlic, herbs, spices, sodium free broth and/or bouillon, salt free seasoning blends, fat free gravies and sauces.

**MEAL PATTERNS:**

At a minimum, the daily regular meal plan shall consist of the following components. Changes may be approved by a majority vote at Menu Board.

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**Breakfast**

A. Fruit or Fruit Juice

1. One serving is to be provided daily. Options include:
  - a. Four (4) ounces 100% fruit juice,
  - b. One half (1/2) cup canned fruit packed in fruit juice, or
  - c. One serving of seasonally appropriate fresh fruit to include but not limited to, apples, bananas, melons, oranges, peaches, pears, seedless grapes, etc.
2. Fruit, fresh or canned is to be served as a breakfast meal component no less than three (3) times per week.

B. Eggs

1. A protein of high biological value will be a component of the breakfast meal each day. Suggested options are:
  - a. One egg equivalent or egg substitute when diet appropriate.
  - b. Boiled eggs will be an acceptable alternative for customers who request no scrambled eggs. (Physician written order is not necessary for this option.) Boiled eggs will not; however, be blended for individuals prescribed a puree consistency diet.
  - c. Other traditional breakfast entrees that are to be included in breakfast entrée options include:
    - Breakfast casseroles,- Frittatas,- Yogurt, and
    - Corned beef hash- Sausage gravy,- others...
2. Each serving must contain at least 7 or more grams of protein per serving. These foods may provide calories and nutrients from more than one meal component.
3. Eggs may also be a component of the supper entrée when served with other appropriate meal components.
4. Low cholesterol diets shall be served “regular” eggs three (3) days each week and an alternate protein source on the remaining four (4) days.

C. Breakfast Meat

1. Breakfast meat shall be served no less than three (3) times per week. At these times, they are not to be considered a substitute for the egg component of the meal.
2. Breakfast meat options shall include: bacon, bologna, Canadian bacon, ham, sausage.
3. Meat shall be one (1) edible ounce (edible portion) at the point of service with the exception of bacon.

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4. A DMH voting majority at Menu Board may elect for the one ounce meat component to be increased to two ounces and eggs excluded to improve customer satisfaction. This shall not be a standard change.

5. **The serving size for bacon shall be two (2) strips.**

6. Bacon shall not be blended.

7. All diets and consistencies shall receive breakfast meat except when contraindicated by physician's order.

#### D. Cereal

1. A variety of cereal grains shall be served with emphasis on whole grain, complex carbohydrates.

2. Dry (cold) cereal must be served at least three (3) times weekly. If sweetened cereals are served they may be served no more than once every 7 days.

#### E. Bread

1. Breakfast bread options shall include, but not be limited to: biscuits, breakfast bars, coffee cake, French toast, granola bars, muffins, pancakes, toast, waffles, toaster pastries and wraps.

2. When served, toast must be toasted at point of service, for single living areas. Untoasted or insufficiently toasted (bread) is unacceptable and may be served only upon special request of the facility.

#### F. Milk

1. Skim (fat free) milk shall be the standard dairy beverage option. The standard serving size shall be eight (8) ounces.

2. Buttermilk, chocolate, lactose free, low fat, soy, nut milks and whole milk must be available (at the guaranteed meal price) upon physician's written order.

#### G. Beverage

1. Decaffeinated coffee shall be provided with breakfast daily.

2. Decaffeinated (hot) tea shall be available upon patient request.

3. The temperature of hot coffee and tea shall be measured and documented daily. The desired temperature shall not exceed 150° F and may be less as directed by a Host Hospital

4. Customers shall not be limited to one cup of coffee or tea unless directed by facility staff or when prohibited by dietary restrictions.

5. Ice water shall be available for service at all meals.

6. Contractor shall provide a closed dispensing system (equipment) for coffee, tea, and water (3 per service location) with costs included in the guaranteed meal price.

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7. Contractor will be responsible for replacement throughout the contract period as the system stains, decals peel, or they fail to meet the sanitation and aesthetic standards of the facility.
8. Frequency of cleaning shall be addressed as a component of the Contractor's Daily Cleaning Schedule.

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### **Lunch and Dinner/Supper:**

#### **A. Entrée**

1. Entrees shall be served as a three (3) ounce edible protein portion whether provided in the form of a casserole; fillet; patty; soup; stew; sliced, whole muscle meat portion; etc.
2. Serving sizes of entrees served as a component of monthly special meals shall be six (6) ounce edible portions.
3. The serving size for chili, soups, or stews may be no less than eight (8) ounces. This standard applies even when the soup is “meatless.”
4. A vegetarian entrée (meatless) may be served bimonthly or as approved by Menu Board during each menu cycle.
5. Entrées shall repeat no more often than every seven (7) days.
6. Peanut butter and hot dogs may not be served to customers. They may not be incorporated in disaster menus for patients or staff.
7. Special monthly and monotony breaker meals shall both incorporate grilled entrées/meats.
8. Sausages served must be cut vertically (long length) prior to service for patient safety concerns.

#### **B. Starch**

1. Three quarters of all starches served must be whole grain, complex carbohydrates.
2. Rice when served as a single meal component or when a component of a casserole or combination dish shall be brown rice.
3. Whole wheat pastas shall be primary pasta in entrées, starches, and salads.

#### **C. Vegetable**

1. A low calorie (non-starchy) vegetable will be served at both lunch and dinner meals unless approved by a voting majority at Menu Board.
2. Vegetables shall be served with spoodles or slotted spoons to ensure the portion served is 100% edible and does not include vegetable pot liquor.
3. The portion size for lettuce salads when served as a vegetable meal component must be one (1) cup.
4. Herbs, spices, olive oil, etc. should be incorporated to “season” vegetables and improve customer acceptance.

#### **D. Salad**

1. At least one vegetable salad must be served (in addition to low calorie vegetables) each day.

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2. Salad meal components should be half (1/2) cup portions, unless otherwise approved by a voting majority in Menu Board
3. Salads must consist of raw fruits and/or vegetables.
4. A nutritionally equivalent meal component must be served to individuals who may not receive raw fruits and/or vegetables by physician order or facility request.
5. When salad dressings are served the calories provided may not be included in the daily nutritional analysis.

**E. Bread**

1. At least one bread item shall be served at each meal unless approved at Menu Board.
2. A minimum of one half (1/2) of breads must be whole grains. A variety of different grains must be provided to include pumpnickel, rye, 5 grain, etc.
3. Specialty breads such as bread sticks, French bread, garlic bread, tortillas, wraps, etc. shall also be incorporated in patient menus.
4. Enriched white bread shall be available as prescribed or to meet individual customer preferences.
5. When hamburger buns are served, patients on calorie restricted diets shall be served a “top” and a “bottom.” Starches or other meal components may be reduced to comply with the physician’s diet prescription.
6. Sliced “light bread” or “white bread” shall not be served as a bread meal component unless it is combined with meat and/or cheese for service as a sandwich or upon facility request.

**F. Dessert/Fruit**

1. A fruit and/or dessert is to be served at both the lunch and dinner meals daily.
2. Fruit juice may not be served as a meal component at the lunch and dinner meal except when approved by a voting majority at Menu Board.
3. No more than one (1) high calorie, nutrient poor dessert may be served each day unless approved by Menu Board.
4. Fresh fruits, as allowed by individual diet orders, must be served a minimum of five (5) times each week at the lunch and dinner meals.
5. The consistency/form of service shall be diet appropriate. Chopped, or otherwise modified, fruits will not be served to patients prescribed an regular consistency diet.

**G. Beverage**

- 1...Skim (fat free) milk will serve as the standard milk. Buttermilk, chocolate milk, lactose free milk, soy milk, nut milks, 2% milk, and whole milk shall be available as physician prescribed.

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2. Milk will be served at breakfast, dinner, and as a component of the standard bedtime snack. All shall be included in the guaranteed meal price.
3. Tea and water shall both be provided at the lunch and supper meals.
4. All customers shall have the opportunity to select tea or fruit flavored drink (artificially sweetened, sweetened with sugar, or unsweetened as directed by facility representatives) in addition to milk at lunch and dinner.

H. Condiments

- 1...Condiments shall be available at each meal as appropriate to the
  - a. Regular menu
  - b. Alternate menu

As appropriate to dietary modification and customer request.

2. At a minimum, available condiments shall include:
  - a. Salt and pepper
  - b. Lemon juice
  - c. Vinegar and/or Pepper Sauce
  - d. Salt free seasoning packets (none containing potassium), such as Ms. Dash, etc.
  - e. Honey, jelly, diet jelly, syrup, diet syrup
  - f. Menu specific salad dressings
  - g. Margarine
  - h. Mayonnaise, Mustard, and Ketchup
  - i. Sour Cream
  - j. Picante Sauce and/or Taco Sauce
  - k. Others as appropriate to approved meal components

3. Condiments may not be increased above the regular menu standard to meet minimum caloric requirement

**BETWEEN MEAL SNACKS/MEDICALLY PRESCRIBED SNACKS**

Contractor shall be required to deliver the required snacks, in the correct numbers, to the correct location(s) as requested to meet the facility's specific needs.

Snacks delivered by Contractor to specific consumers to meet increased caloric or nutritional needs, routine floor stock, and/or recreational purposes shall not be part of the guaranteed meal price and shall be billed separately to the facility.

Each snack shall be labeled. The label shall designate:

- a. Consumer name,
- b. Location,

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- c. Scheduled time for service (morning, afternoon, bedtime, etc. snack), for each item
- d. Date and time of preparation (when packaged/prepared in-house), and
- e. Snack item

Snacks shall be prepared on the day of service except when requested via a diet request form.

Contractor shall deliver snacks to the facility's designated area in a system that maintains the foods temperature and integrity and prevents exposure to the elements. They shall routinely be delivered to the facility (when not prepared in house) with the bulk food deliveries for the meal preceding the designated snack period.

The Contractor is expected to develop and implement a process to monitor the accuracy, completeness, and quality of the snack delivery system to include:

- 1. the point of preparation, and if different,
- 2. the point of receipt but prior to service to the customer; and
- 3. a minimum of fifteen (15) percent of prepared snacks shall be monitored.

Contractor shall make no substitutions for physician/CRNP prescribed snacks.

The Contractor must maintain a continuous log of all snacks not provided. The log shall be facility specific and include:

- 1. date,
- 2. snack period, and
- 3. number of customers affected.

Contractor shall notify Host Hospital verbally and in writing of any and all prescribed meal or snack components that are unavailable for service as prescribed prior to the designated snack period.

When a snack component is not available (out of stock) through the Contractor's primary vendor, the Contractor shall explore all options to obtain the prescribed component from an alternate source.

Facility identified snack problems may require special monitoring to ensure plan of correction has consistently resolved the identified issue. This may include:

- 1. accuracy of preparation,



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2. time and location of delivery,
3. pick up by program personnel, or
4. any other potential areas of concern as identified through performance improvement monitoring, facility reported issues, and/or Contractor determined problems.

### **BEDTIME SNACKS**

All customers shall receive skim (fat free) milk as a component of the bedtime snack unless otherwise prescribed on an individual basis or as directed by facility specification.

Standard bedtime snacks for all consumers consisting of

1. skim milk and
2. another non-milk meal component

shall be included in the guaranteed meal price unless contraindicated by a physician's/ CRNP's written order.

NOTE: Reference facility specific performance expectations.

### **CAFFEINE**

Any and all beverages served must be decaffeinated, unless otherwise prescribed.

### **STANDARDIZED RECIPES**

Contractor shall follow standardized recipes which shall be used throughout the food service operation for all diets and consistency modifications.

Recipes for pureed foods shall be used to ensure appropriate nutritional content and consistent food quality.

Recipes shall be available as requested by the DMH, facility, or regulatory agencies.

**Contractor shall develop new menus to meet the needs of the individual's served as requested at Menu Board**

### **FOOD PREFERENCES**

Customer food preferences shall be reported to the Contractor by facility representatives.

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Contractor shall give attention at all times to customer's cultural, programmatic, religious, psychological, ethnic food preferences as well as their unique nutritional needs.

Contractor must ensure a substitute of equal nutritional value, within the parameters of an individual's personally prescribed diet, is provided at the point of service for each reported patient specific food preference of a published meal component.

The Contractor must obtain prior permission to bill at a higher cost than the guaranteed meal cost to comply with customer preferences.

Food products/menu items shall be popular with the consumers, familiar to them, common to this geographical area, but may be used to introduce new foods the customer may encounter in an outside setting.

In addition, food served to customers may be subject to a taste test by Menu Board representatives facility director's assigned representative, and/or a panel organized by the Contractor which will include administrators, consumers, nurses, other health professionals, and mental health workers.

**CUSTOMER SATISFACTION SURVEYS**

The Contractor shall conduct surveys or meetings with DMH representatives a minimum of four (4) times per year (once each menu cycle) to assess elements of consumer satisfaction that include:

- a. respectful meal service,
- b. menu variety,
- c. taste/flavor/palatability of meal components,
- d. tray/plate and food appearance
- e. food and beverage temperatures
- f. meal timeliness.
- g. sanitation of service areas
- h. Others: Contractor recommendations or as requested by facility or Menu Board

Contractor shall obtain data from no less than twenty (20) percent of the customer base at each service location, as specified by each facility.

Facility may request additional areas of customer satisfaction be evaluated based upon reported issues/concerns.

Compliance outcomes must be facility and element specific and shall be reported to the facility within ten (10) days following data collection.

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Contractor shall develop a plan of corrective action for any element with a compliance outcome of ninety (90) percent or less. Menu and recipe modification may be required to improve customer satisfaction as expressed through surveys.

Results from customer satisfaction surveys, Menu Board recommendations, and results from the Contractor’s performance improvement/quality control monitoring will serve as triggers for recipe development or modification.

Meals may be subject to analysis by an independent agency in the event of questions regarding food quality, safety, and nutritional content.

**FOOD REQUIREMENTS**

Contractor shall submit a listing of all food procurement companies that also include local sources to ensure the unique need of each facility and the customers they serve can be met.

All food and food ingredients will be wholesome (sound condition, free from spoilage, filth, or other contamination and safe for human consumption) and of good quality (i.e. acceptable in appearance, texture, and flavor).

Food shall be obtained from sources that comply with all laws and regulations relating to food processing, procurement, labeling, transport, and other applicable standards.

The use of hermetically sealed containers that were not prepared in a food processing establishment is prohibited.

Dated products must not be used beyond the printed date, whether “best by,” “use by,” “expiration,” or non-specified, on any product or beyond the quality assurance date on other food items.

Recycled, imperfect, or distressed items may not be used at any time.

No food or beverage removed from original packaging and/or opened may be stored for longer than 48 hours at Host Hospitals or the Food Production Site. Compliance with the performance expectation mandate documentation of preparation and/or opening with date and time.

**MINIMUM STANDARDS**

The following minimum standards shall be met:

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- a. Powdered eggs are not acceptable. Boiled eggs must be grade A, large or bigger.
- b. Powdered low fat milk shall not be used as a beverage.
- c. Purchase of all bakery products is not acceptable. "Home baked" breads and desserts will be prepared and served daily.
- d. The form of chicken served must be recipe driven and not changed without prior notice to facilities and DMH Office of Purchasing.
- e. A mixture of 50% white meat quarters or pieces and 50% dark meat quarters or pieces must be provided (at each service location) each time "bone in" chicken is served.
- f. Bologna shall be beef and pork. Predominately beef, natural in color with artificial casing. Low fat bologna shall also be available upon facility request.
- g. All sandwich meat must be appropriate for the consistency of the prescribed diet and must be tender, easily chewed and pleasing to the consumer.
- h. No products containing grapefruit or grapefruit juice may be served to consumers, unless customer prescribed
- i. Hot dogs and peanut butter are unacceptable as meal components or snack items.

### **FOOD DISTRIBUTION**

Contractor exclusively is responsible for the provision of food on each day of each week and at specified locations during such hours of each day as defined by each DMH facility. Contractor shall have adequate staff, equipment and transport vehicles to meet this expectation.

Food distribution requirements will vary from facility to facility. Temperature monitoring of all meal components must be conducted on all foods as the final step of production before foods are disseminated in temperature maintaining transport containers.

A log of each transport receptacle containing food must be constantly maintained. The log, at a minimum, must document temperature at time of loading.

The Contractor will work cooperatively with the facility to determine the most appropriate meal delivery system.

The system may need to vary from one day or one meal to another to meet the unique needs of the population it serves. Contractor may not modify or change the system without the approval of the facility.

Meals, beverages, snacks and supplies shall be delivered and served as required by the facility.

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One or more food deliveries per meal location may be necessary to meet the needs of the consumers. Contractor is required to meet the needs of each individual facility and comply with food temperature requirements and other expectations.

Each DMH consumer shall be offered a full complement of flatware, appropriate for the diet, at each meal unless otherwise directed by the Host Hospital. The type of flatware will be facility specific. All associated costs shall be included in the guaranteed meal cost.

Tray service to the individual consumer will be under the supervision of the facility's designated agent. The facility reserves the right to monitor food preparation, tray line operation, and food delivery systems.

Sanitary conditions of delivery vehicles, equipment, production, and service areas will also be evaluated by facility representatives.

All transport equipment, including vehicles, must be maintained in optimum conditions at all times to comply with infection control and environment of care performance expectations.

The Contractor will be expected to address, in writing, actions to be taken for facility identified areas of concern, to include, sanitation, food distribution, and others as reported by the facility and/or consumers.

## **MEAL SCHEDULE**

The Contractor shall support flexible meal schedules upon twenty- four (24) hours prior notice from the facility for holidays, weekends, areas electing family style dining, or as requested by the facility.

Contractor shall also provide alternate meal schedules and meals for consumers to meet the needs of that individual when they cannot participate in regular dining times or to meet facility expectations.

Meal schedules are facility specific and may vary from day to day or meal to meal based on the consumers' needs. The Contractor will be expected to adhere to the unique needs of each facility.

Alternate meals must be available at any point from 6:00 a.m. until 8:00 p.m. daily to ensure consumers have a meal or meal replacement (excluding liquid nutritional supplements) when food is no longer available at service locations.

All service groups: floor, living area, program, unit, etc., will be notified of any meal delay of five (5) minutes or longer. An estimated delay period shall also be provided at the time

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the delay is reported. Delays, along with the reason for the delay, are to be documented on meal service reports, when applicable.

The Contractor will be expected to have adequate staff and transport vehicles to meet the facility determined meal service schedule.

### **MEAL CANCELLATION**

Contractor shall be provided twenty-four (24) hour notice of meal cancellations, when possible.

A facility may cancel three (3) percent of its meals at a specific service period with twenty-four (24) hour notification to avoid being billed for cancelled meals.

Cancellation of four (4) percent or more meals will require forty eight (48) hour notice. When forty-eight (48) notice is not provided the facility will be required to pay the full meal price despite cancellation.

### **FOOD TEMPERATURES**

All production and service line personnel shall receive annual training regarding:

1. Thermometer calibration
2. Thermometer cleaning and storage, and
3. Procedures for obtaining and documenting temperatures of meal components.

Following training, a competency evaluation will be required to assess the individual employee's level of performance. Documentation of this training shall be included in each employee's personal file. A copy of all training records shall be provided to the facility.

Production temperatures:

- a. Temperatures of all hot foods must be at least 140° F but no greater than 180° F prior to distribution to points of service.
- b. Bulk food must be maintained within the palatable temperature range for the specified meal component as noted on each Meal Service report. Immediate corrective action must be taken and documented on the meal service report when minimum temperatures are not obtained or when they are exceeded.
- c. Cold foods must be 40° F or less at the point of service or as required by regulatory agencies for temperature Sensitive foods.

Temperatures are to be taken and immediately documented by the Contractor's personnel:

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1. upon delivery at each service location at each meal,
2. prior to initiation of service, and
3. At the mid-point of the service period.
4. Meal component temperatures **must be** maintained within the palatable temperature range for the specified meal component as noted on each Meal Service report. Immediate corrective action must be taken and documented on the meal service report when minimum temperatures are not obtained or when they are exceeded

A record of temperatures for all production and service sites for all hot and cold food at each meal will be collected by the Contractor's personnel and maintained for no less than one year.

Temperatures shall meet all applicable governmental regulations.

In the event food is delivered outside the specified temperature standards, and cannot be brought into compliance, the Contractor shall bear the cost of all replacements.

There shall be no more than a thirty (30) minute period, or as recommended by the manufacturer if less than thirty (30) minutes, from the point of plating to the point of service (to the customer) for meals served on insulated or disposable trays.

Meal components cannot be plated prior to the arrival of customers.

### **TEMPERATURE COMPLIANCE**

In the event food is delivered outside of specific temperature standards, shortages occur, or food contamination or spoilage problems occur, the Contractor shall procure replacement food items.

The Contractor shall bear the cost of all replacements for temperature infractions, shortages, or food storage. They shall also bear the cost of food contamination unless the contamination is the direct result of consumer or facility representatives' actions.

If the Contractor fails to supply meals or meal portions as specified and the facility is forced to purchase meals or meal portions from an outside source, all associated costs shall be credited to the facility on the next monthly food service invoice.

The Contractor is expected to collect and maintain temperature records for no less than a one (1) year period.

Information obtained through data collection shall be integrated into a quality control monitoring program.

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In addition to temperatures, the Contractor shall collect data regarding meal timeliness, food quality concerns, food shortages, menu substitutions, and other elements of performance as requested by the DMH or facility.

### **FOOD QUALITY**

The Contractor shall provide the facility with daily meal vouchers, as requested, for representatives to evaluate elements of performance that include taste, temperature, and quality of foods served to its consumers.

The Contractor shall agree to participate in quarterly (or as requested) consumer forums to discuss food service related issues and concerns as requested by the facility.

Facility representatives may request a specific recipe be eliminated from service to consumers at Menu Board. Removal will require a majority vote of the DMH's Menu Board representatives, except when a facility specific patient safety issue is identified.

Meals or specific meal components may be subject to analysis by an independent agency in the event of questions regarding food quality, safety, and/or nutritional content.

Facilities shall report the Contractor's failure to supply meals in accordance with written specifications of performance and/or governmental regulations to the Contractor through the complaint and resolution process.

### **MEAL SERVICE REPORTS**

Contractor will be expected to utilize the DMH tool/form for documentation obtained via meal service monitoring. Data collected shall include:

1. Name of individual completing the report;
2. Service location;
3. Date;
4. Meal;
5. Time the following events occurred:
  - a. Bulk food and/or diet trays arrived,
  - b. serving line is set up and ready for service,
  - c. Customers requested to report for meal service,
  - d. Customers' arrival time,
  - e. Tray service (for each seating) is completed, and
  - f. Time customers depart from the dining area.
6. Menu items with corresponding temperatures for
  - a. Time of receipt from the production site,
  - b. Prior to the initiation of meal service.
  - c. Mid-service time, and



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- d. Completion of meal service, if any food remains
- 7. Food shortages with
  - a. Number of customers affected and
  - b. Substitution, if not a scheduled meal component to include:
  - c.
    - i. time additional food items requested and
    - ii time additional food items arrived;
- 8. All identified missing tray tickets or tray errors;
- 9. Equipment problems;
- 10. Evaluation of sanitation status upon arrival and at time of departure;
- 11. Any patient or staff issues or concerns; and
- 12. All other pertinent information affecting meal service.

All required information is to be documented at the time of collection and not documented after the meal service period. Meal service reports shall be completed by Contractor’s service line personnel for each meal served.

A senior member of the Contractor’s management team shall monitor the entire dining period for each service area as directed by the facility and, no less than the mandates as specified in the “Corporate Support Personnel” section of this contract: corporate representative – quarterly; food service director – monthly; facility manager – weekly at each service location. Reports shall be submitted to the facility in accordance with job/ title specific time mandates. (Reference personnel requirements)

Failure to document data at the time of collection shall be deemed falsification of records and may result in imposition of monetary fines.

Meal service monitoring as completed by the Contractor shall be reported to the facility contract as a component of the monthly environment of care report. It shall include the name of the inspector, date and meal monitored, and a narrative report of all significant observations.

Data collected daily by service line employees shall be combined to form a report of findings for each element of performance monitored and submitted to the facility quarterly.

**HOLIDAY AND SPECIAL EVENTS – MONTHLY SPECIAL MEALS**

Holiday and special events will be coordinated and scheduled through Menu Board.

Menus for monthly special events shall incorporate:

- a. A six (6) ounce edible portion of whole, heavy muscle meat excluding fillers or breading as an entrée,

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- b. Grilled (onsite) meats must be entrée option
- c. Other meal components that may or may not be routinely provided through the season cycle meals, and
- d. Dessert options shall include iced cakes, pies, or other popular items.

Contractor shall incorporate customer requests in monthly special menus as much as possible.

Meal patterns for modified diets (excluding consistencies) will be liberalized for this monthly meal. Diet consistencies will not be liberalized for monthly special meals.

All consumers shall receive dessert, except when otherwise directed by the facility.

The Contractor shall promote these special meals through posted menus, costumes, decorations, etc.

**FACILITY SPECIFIC EVENTS**

These events shall be planned by the facility.

All or part of the facility's consumers may have other special events scheduled such as birthday parties, Christmas or other special celebrations, etc.

The facility may request the Contractor provide cakes, cookies, chips, colas, etc. as appropriate for the occasion.

The costs of these special events shall be itemized on the monthly invoice.

When special events occur during meal times and the Contractor is to provide meals for the event, they will also provide staff to serve. The Contractor shall provide each facility with a price list for special event items.

The Contractor must ensure all perishable food items to be served at special events are properly transported and stored at the facility if their staff is not included in the service of food at the event.

**CHARGES FOR SPECIAL EVENT FOODS, BETWEEN MEAL SNACKS, AND OTHER FUNCTIONS:**

Contractor must provide DMH Office of Purchasing and each facility with a price list for items for service at special events, between meal snacks, customer rewards, or recreational purposes to DMH with 14 days of contract award and no less than annually on the anniversary date of initial submission.

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**The price listing shall be based on the formula: cost plus the bid specified preparation/handling fee.**

The price list shall be updated as required but shall not be changed without prior written notice to the DMH Office of Purchasing with an effective date of change.

The costs for transportation equipment, packaging, service ware, labels, etc. shall not be billed separately but incorporated in the guaranteed meal price, unless the Contractor obtains approval for additional charges.

**PROGRAMMATIC OR RECREATIONAL MEALS**

Contractor will supply food and/or meals for scheduled programmatic or recreational activities as requested.

Contractor shall submit several menu options for programmatic or recreational activities for consumers for approval at Menu Board. These meals will replace a meal noted on the seasonal cycle menu and shall include picnics, simple cookouts, and sack lunches.

Sack lunches are to have at least one sandwich with three (3) ounces lean meat and/or cheese, fruit, chips, two (2) cookies, drink, and condiments as appropriate to the menu and prescribed diet. Sack lunches shall also include paper supplies: cup, napkin, and service ware required. Additionally, appropriate equivalents must be provided for modified diets.

The cost of these meals is to be included in the guaranteed meal price if they replace a meal.

Meals can be provided with five (5) days written notice.

The Contractor must ensure all perishable food items to be served at special events are properly transported and stored at the facility, or other approved service location, if they are not included in the service of food at the event.

**PERFORMANCE MONITORING**

Contractor is expected to develop performance measurement plans which are acceptable to the facility, to assess compliance outcomes for, at least, the following aspects of care/service:

- a. Timeliness of:
  - 1. Implementation of diet and nourishment orders and
  - 2. Meal service;

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- b. Accurateness of:
  - 1. Diet orders,
  - 2. Nourishment orders, and
  - 3. Tray preparation/service;
- c. Menu substitution frequency;
- d. Frequency of
  - 1. Missing Meal Components
  - 2. Food Shortage
  - 3. Their impact on Meal Timeliness
- e. Compliance with environment of care/sanitation standards; and
- f. Customer satisfaction
- l. Consumer surveys and
  - 2. Plate waste evaluations; and
  - 3. Quality control monitoring of critical temperatures.

The Contractor shall integrate additional data collected via meal service monitoring into a performance monitoring plan that includes assessment of cross contamination, compliance with dress code, etc.

The facility may also request the Contractor conduct additional monitoring or special monitoring of other aspects of care based on identified areas of concern at any time during the contract period

The Contractor shall report findings from each aspect of care via facility approved forms in the facility's approved format.

Compliance outcomes are expected to be no less than ninety-five percent (95%), except for customer satisfaction surveys. The facility expects the Contractor to establish higher compliance outcomes for critical aspects of care or when compliance outcomes consistently meet and/or exceed performance expectations

The Contractor shall provide the facility with quarterly reports for all required aspects of service quarterly in accordance with the facility's reporting (time) schedule.

The facility shall provide the Contractor with quarterly food service related data and compliance outcomes.

Facility and Contractor shall review quarterly compliance outcomes from food service performance measurements cooperatively.

When a significant disparity exists between the compliance outcomes as reported by the facility and Contractor the two (2) parties must develop a plan of corrective action to

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address the disparity. The plan may include additional monitoring by one or both parties. In situations where the disparity continues either or both parties should consult a third party to request assistance.

A plan of corrective action and a method to assess the effectiveness of that plan shall be developed for any aspect of care that fails to meet the expected/established level of performance/compliance outcome whether identified by the facility and/or Contractor for two (2) consecutive quarters.

The Contractor is expected to comply with facility requests for action (s) to improve levels of performance. Failure to comply with facility requests for corrective action for two (2) consecutive quarters will result in a monetary fine of \$1000 for the occasion and \$500 for each quarter until the requested action(s) are implemented and/or provided as requested.

Performance measurement assessments shall be utilized by each DMH facility to evaluate the Contractor's contract compliance annually.

Each facility will maintain a copy of each annual assessment and provide a copy to the Contractor's food service director.

### **DISASTER PREPAREDNESS**

Disaster preparedness plan must be in constant compliance with standards as defined by requirements of all regulatory agencies.

Bid shall include a general statement on the bidder's concept for providing food service to (customers and staff) in the event of a disaster.

A ninety-six (96) hour disaster menu (approved by DMH and facility) shall be included in the Contractor's policy and procedure manual. The menu cannot incorporate facility provided/ purchased liquid nutritional supplements.

Meals shall be provided for all staff "held over" in a disaster situation as determined by the facility director or designee. Minimum time standards for meal requests and cancellations cannot be predetermined as disasters are not "scheduled."

The price per meal for all disaster meals cannot exceed the guaranteed meal price.

Any additional costs to the facility must be submitted with each bid proposal prior to award of the contract. The following guidance is provided for the development of this disaster plan description:

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- a. The plan shall provide for a minimum of 96 hours of initial support. During this time the Contractor would be expected to feed customers, as well as on duty staff using foodstuffs either on hand or immediately available through the Contractor's normal channels. (Also reference facility expectations above this minimum standard.)
- b. The plan shall provide for up to an additional eleven (11) days of support.
- c. Each bid proposal must include a letter of commitment from any/all of the Contractor's "normal channels" that would provide support during these additional days of support.
- d. Contractor is expected to provide all potable water for food preparation; beverages provided at meals, for standard floor stock, and hydration programs, and prescribed snacks; dish and ware washing; and maintenance of the environment of care should an interruption in the water supply occur.
- e. Contractor is also responsible for provision of routine supplies and disposable ware for the mandatory 96 hour disaster period.

Within thirty (30) days of award, the Contractor shall provide a detailed disaster plan which includes the specifics on how the Contractor intends to support each facility in the event of a disaster.

The detailed plan shall be based upon the general description provided as a part of the bid.

It shall include specific scenarios being made by the Contractor upon which the plan is dependent. For example, scenarios for no power (hot and cold weather situations), no water, and transportation challenges, etc.

The specific names of employees would not initially be required; however, upon award of the contract names and telephone numbers for contacts must be provided.

If additional short term employees are required to accommodate a more labor intensive process, the numbers, and classifications of the "surge" staff must be provided.

### **DETAILED DISASTER PLAN**

The detailed disaster plan shall include a description of how the normal food service support will be degraded in the event of a disaster. The detailed disaster plan shall also include the method of determining the cost to the facility during the emergency period.

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One copy of the general plan must be provided to the DMH Office of Purchasing with the initial bid. Approval shall be made by the DMH Office of Purchasing upon the advice of the facility director.

Failure to provide a plan with the bid will preclude the bidder's proposal from consideration.

The detailed plan must be reviewed and updated at least annually and a copy provided to the DMH Purchasing Office.

### **DMH PURCHASING OFFICE**

All terms and conditions of the contract are fully enforceable unless there are written specifications to the contrary by an individual facility (to be contained within the solicitation specifications).

The Contractor is responsible for providing to any accreditation or certification agency of any facility served a copy of:

1. The Contractor's employee job descriptions with age-specific wording.
2. Copies of employee performance appraisals as completed.
3. Copies of subsequent competency training assessment documents, and
4. Supporting documentation for any and all requirements as outlined in the state of Alabama food service contract.

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5.

## FACILITY SPECIFIC REQUIREMENTS

### **OTHER TERMS AND CONDITIONS**

Contractor agrees to maintain and make available all records, books, audit working papers, etc., relevant to funds received from DMH.

Said records, books, etc., shall be readily available to DMH or to the state of Alabama examiners of public accounts' representatives upon request.

Proper documentation must be obtained/retained for at least three (3) fiscal years beyond the end of the current fiscal year if 100% state funded, and for at least five (5) years if federally funded.

Contractor shall utilize generally accepted principles and practices in the maintenance of accounting records of the food service operation.

Contractor shall permit facility, state, or federal representatives to audit accounts, verify all reports, records, and data, and obtain taxes.

Contractor shall:

1. provide and pay for all licenses and taxes imposed upon the operation,
2. prepare and submit tax reports and taxes collected from all cash sales derived from the food service operation and
3. be responsible for collecting, depositing, and accounting for moneys collected from cash sales.

### **CONTRACT PERFORMANCE**

DMH retains the right to determine if the food service operations are being performed in accordance with the contract provisions.

If service is found to be lacking in any way, the DMH will notify the Contractor utilizing the complaint resolutions procedures previously mandated and invoke any penalties as so herein.

If problems are not corrected to the full satisfaction of the DMH, the contract may be cancelled. Cancellation notice will be issued by the DMH's Office of Purchasing and the Contractor shall be given sixty (60) days written notice that the contract has been cancelled.

Upon termination of the contract, the contractor shall:

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1. Continue to perform required services to the DMH and the customers served according to the standards mandated by this contract up to and including the last hour of the last day services are expected to be performed.
2. Peaceably surrender possession of the premises and all property of every kind provided by the facility in as good order as when received, taking into consideration ordinary wear, tear and depreciation, and
3. Conduct a joint inventory of said property jointly with the facility upon termination.

## **FACILITY SPECIFIC REQUIREMENTS**

### **Taylor Hardin Secure Medical Facility Specifications**

The Contractor's staff shall comply with The Joint Commission and other governmental requirements, and be sufficient to meet the contract needs.

Meal-components shall be prepared at the Bryce campus food service production site.

Serving dishes, plates, serving pieces and food and transport equipment for family style dining shall be provided by Contractor. The food for family style dining will be transported to the service site using proper temperature control equipment to ensure standards are met. Meals will be served according to meal tickets for the other consumers.

The Contractor's senior representative (Tuscaloosa area) shall meet the facility liaison no less than once each month.

Representatives from the Contractor's management team shall meet with other facility contacts as requested. The liaison will coordinate meeting times to ensure the most satisfactory times and dates for all involved parties.

The Contractor will be expected to provide coffee and other beverage making equipment. Beverage dispensers, toasters, microwaves, and hot holding equipment for each service location. The cost for this service shall be included in the per meal cost.

The Contractor must supply, deliver, rotate, maintain, and at the end of the contract period, remove a seventy-two (72) hour disaster food supply for one hundred sixty (160) individuals in a facility designated area on the Taylor Hardin Secure Medical Facility campus. This supply will include meal components for consistency modified diets, as well as, liquids for meals and snacks. The menu and amounts of each food item will be determined cooperatively by facility and Contractor representatives. Advance arrangements with usual, as well as alternative vendors to provide food, supplies, and water under emergency conditions must be made with letters of commitment from these vendors. The plan shall include food support held at Bryce

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campus food service production site to insure food provisions for a minimum of 96 hours.

The Contractor’s management will be expected to maintain no less than a one week supply of nutritional supplements and disposable ware for one hundred sixty (160) consumers in a facility provided alternate storage location on the Taylor Hardin Secure Medical Facility campus.

Water will be provided as a beverage option at each meal. Contractor may not substitute meal or snack components that have been specifically prescribed by the attending physician. If the specifically prescribed meal or snack component is not available through the Contractor’s primary vendor, the Contractor will be expected to obtain the item(s) from an alternate source. The facility's contact/liaison and each affected area shall be notified prior to the scheduled receipt time for any unavailable product if it cannot be located. The facility's nutritional services department shall also receive written notice and receive a credit on the appropriate food service invoice.

Nutritional supplements shall be purchased and paid for by the facility. The ordering, requisitioning, and delivery of nutritional supplements (and all warehouse orders) to service locations will be the responsibility of the Contractor. There shall be no additional fee for this service. (reference: consumable supply items)

A bedtime (HS) snack shall be provided for each patient unless contraindicated by a physician prescribed diet order. The bedtime snack shall consist of 8 ounces of milk and an individually packaged item on a fixed schedule. Items shall consist of, but are not limited to: nutri grain bar, fig Newton bar, drinkable yogurt, chewy granola bar, bag of potato chips, banana and graham crackers. Patients are not to receive any item that requires a utensil, unless specifically ordered by the attending physician. The bedtime snack shall be included in the guaranteed meal price.

The supervision of the food service operations will be under the direction of the Contractor and state dietitian. Contractor has agreed to employ staff necessary to operate the food service operations and distribution and cleaning of the food service locations within the facility.

Menu substitutions must be of equal nutritional and caloric value of the item being substituted and must be approved by a licensed, registered dietitian.

Contractor may not substitute meal or snack components that have been prescribed by the physician. If the specifically prescribed item(s) are not available through the Contractor’s primary vendor, the Contractor will be expected to obtain the item(s) from an alternate source.

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## Mary Starke Harper Geriatric Psychiatric Center Specifications

The supplier's staff shall comply with Joint Commission and other governmental requirements, and be sufficient to meet the contract needs.

Mary Starke Harper Geriatric Psychiatry Center is a psychiatric hospital for individuals age 65+ located on the campus of University of Alabama campus in Tuscaloosa, Alabama.

All meals shall be prepared at the Bryce Hospital food service kitchen and transported to the Harper Center in appropriate vehicles and food transport containers in accordance with center requirements as well as JCAHO, Medicare, Medicaid and other applicable standards. Meal deliveries shall be scheduled by the Harper Center in order to meet the needs of the patients, as well as food holding items serving times and temperature requirements. Vehicles must be in sanitary condition and containers must be sealed to protect food items from outdoor elements, pest and/or rodents. Containers must be spill proof.

The Contractor shall provide proof, method and frequency of sanitizing all interior surfaces of trucks used to deliver food items (including ceiling, four walls and flooring of the bed of the truck).

Tray delivery to the consumer will be conducted under the supervision of the facility's nursing personnel.

The Bryce Hospital food production site shall be subject to unscheduled, unannounced inspections by the Harper Center infection control department, the facility Registered Dietitian and/or the Facility Director.

The supplier personnel will be expected to complete a meal service report for each meal in each dining area including:

1. Individual's name completing report
2. Date
3. Time of food arrival
4. Time of notification to the unit
5. Temperature logs
6. Shortages
7. Substitutions
8. Other pertinent events

The Harper Center has the right to make revisions to menu items that are considered inappropriate for the age and declining condition of geriatric psychiatric patient.

The supplier is responsible for ensuring that no food item delivered to the Harper Center, regardless of the consistency ordered, is standing in water/fluid. The use of spoodles to drain water/liquid from food will be mandatory. In addition, any food item

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that reduces to a thin watery consistency when mechanically altered (whether pureed, ground, mechanical soft) will be thickened to the appropriate consistency (specifically defined as moist mashed potato consistency) prior to delivery to the Harper Center; or must be omitted from the menu at the Bryce Hospital food production site. If any item is omitted due to watery inappropriate consistency, it is mandatory that an item of equal nutritional and caloric value be substituted for each meal prior to delivery to the Harper Center.

The Contractor is responsible for maintaining in stock at all times a variety of four (4) different flavors of carbonated caffeine free soft drinks in plastic containers in both regular and sugar free (diet) availability. The variety must be approved and agreed upon by the Harper Center facility dietitian and/or administration.

The Contractor is responsible for the procurement and maintenance of all pre-thickened liquids in individual serving cartons (in nectar, pudding, and honey consistency) for beverages specified in the planned menu as well as for hydration needs between meals and for administration of medications. MD orders for patients requiring a thickened consistency will be transcribed and delivered to the supplier on the current diet request form MHC-G018. Thickened liquid orders must be printed on the meal ticket and nourishment list for each patient ordered to have thickened liquids.

The Contractor is responsible for the procurement and maintenance of a Harper Center approved instant thickener in individual packets for harper staff to thicken any beverages that are not available in the pre-thickened form. The instant thickener packets must be available, the same as indicated in the previous paragraph, for all patients with md orders for thickened liquids and must be available.as needed to thicken liquids during meals, between meals, and for medication administration.

Two copies of an accurate up-to-date patient diet/nourishment list (listing each patient by name and by unit) will be provided weekly to the Harper Center nutritional services department and will include the following information:

1. Current diet order
2. Snacks 3 times/day
3. Allergies/preferences
4. Items ordered in addition to current diet
5. Medical nutritional supplements ordered
6. Potential drug-nutrient interactions notation
7. Consistency modifications for beverages (thickened liquids)
8. Fluid restriction orders

Four copies of the complete weekly menu with enlarged easy to read print shall be provided to the Harper Center nutritional services department weekly.

The Contractor must notify the Harper Center nutritional services department of any menu substitutions with explanation in writing.

Substitutions must be of equal nutrition and caloric value of the item being substituted and must be an appealing/appropriate substitution.

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The daily meal plan consists of 3 snacks according to the Harper Center snack menu and scheduled snack times. The 10:00 a.m. and 2:00 p.m. snack caloric/nutritional value must be provided in addition to the regular menu as planned and is paid for by the facility. The Bedtime snack cost is to be included in the guaranteed cost per meal.

Snacks shall be prepared no more than 12 hours prior to service. Snack menus can be revised at the discretion of the Harper Center dietitian and/or administration. All snacks for the Harper Center are to be prepared at the Harper Center kitchen.

The Contractor must provide evidence of completion of successful background checks and physical examinations for any newly hired employee as required in the general specification section of the main contract prior to assignment to work in the Harper Center and/or the Bryce Hospital food service production site.

The facility shall be provided a current price list for all "extra" items available (special requests, events, snacks, etc.). Prices shall not be increased without prior notification to the Harper Center.

Patient meal trays, silverware, bowls, glasses, coffee cups, serving utensils, etc. will be washed/sanitized by the supplier in the Harper Center dish room utilizing approved products and procedures. Any of these items that become damaged, stained, and cracked or permanently stained must be discarded and replaced by the supplier when identified.

Each DMH patient shall be offered adequate supply of flatware as specified by the facility, appropriate for the prescribed diet, at each meal. Any exceptions shall be approved by the facility director and the supplier will be notified in writing. An inventory of flatware shall be taken before each meal service period and upon completion of meal service by the supplier. Any missing flatware must be reported to Harper Center nursing service immediately and prior to patients exiting the dining area-with documentation of whether the missing item was located and where it was found.

Coffee with the breakfast meal and tea with the lunch and supper meal shall be prepared at the Harper Center by the supplier with adequate supplies of bulk tea, bulk coffee, sugar/sugar substitute and coffee creamer provided by the supplier as part of the guaranteed meal price. A sugar free artificially sweetened fruit drink shall be available in addition to the standard beverages at each meal for patients who do not drink coffee/tea.

No peanut butter or meat with bones is to be served to Harper Center patients.

Disposable flatware/dishes shall be used only with the permission of the facility. The supplier agrees to credit the facility for unauthorized use of disposables.

The Contractor will receive physician's diet orders transcribed onto form MHC-GOIB from nursing services or the facility registered dietitian/designee.



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The Contractor shall submit a written plan of corrective action for all identified (facility or regulatory agency) incidents and sanitation concerns. The Contractor will be expected to provide evidence of the effectiveness of the corrective actions.

The Contractor shall order, store appropriately (in the Harper Center food service department), distribute (to nursing personnel/designee) and maintain adequate inventory (per Harper Center nutritional supplement formulary) of therapeutic medical/nutritional products under the direction of the Harper Center registered dietitian/designee. There will be no additional charge for this service. Therapeutic nutritional supplements shall be paid for by the Harper Center.

Contractor is to maintain storage closets, steam tables, hot boxes, counter tops, tea urns, coffee makers, microwave, freezers and refrigerator in a clean, orderly manner at all times.

Employees are to park personal vehicles in available parking lot spaces and at no time are they to be parked in the loading dock behind the dining room. Contractor employees must obtain University of Alabama parking permits.

A member of the Contractor's management team shall participate in designated committees at the Harper Center and provide results of monitoring and evaluation activities as needed for the center to comply with all certification standards. The Contractor shall provide a copy of the quality management program/performance improvement to the center's performance improvement department and the Harper Center facility Registered Dietitian.

The Contractor shall supply an alternate meal choice (entree, vegetable, bread, dessert) daily at each meal for patients who dislike the items being served on the menu.

The Contractor will serve no pureed or ground raw salads or lettuce salads to patients on pureed or ground consistency diets. Appropriate substitutions of a food item of equal nutritional and caloric value will be made in place of the salad item.

The Contractor will provide prepared ice water for each patient (12 oz. cup) at each meal unless otherwise ordered by the physician, in addition to beverages planned to be served on the daily menus.

Each unit at the Harper Center shall be notified of any meal service delay of five minutes or more and inform the Harper Center staff of the expected time of meal service.

The Contractor's management shall coordinate with the facility Registered Dietitian to meet at least monthly or more often if needed to address any food service related issues.

The Contractor shall conduct weekly sanitation inspections of the dining room and food service area report to the facility registered dietitian. The Contractor shall submit a

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monthly safety report to the facility registered dietitian to include DI\1H/staff incidents in addition to equipment malfunctions for failures.

The Contractor's manager or supervisor shall be responsible for monitoring and checking all meals/snacks prior to serving to ensure diets/snacks are served correctly, in compliance with the prescribed diet and are appropriate in quantity and quality by manually and visibly checking all food items on a daily basis prior to being delivered to the Harper Center. Any food that has been overcooked, burned, looks or smells unappealing, or found in any way to be a substandard product, must be substituted by an acceptable product. The Contractor agrees to serve diets that are attractive, well-seasoned, at appropriate temperature that have been prepared accurately in a sanitary environment at each meal and snack.

The Harper Center will receive monetary credit for all food shortage occurrences identified.

The Contractor's main food production site as well as the food service area at the Harper Center shall be subject to unscheduled, unannounced inspections by facility representatives at any time.

The Contractor shall comply with and adjust food services provided as requested by the facility registered dietitian to meet any needs that are specific for the geriatric population of the Harper Center patients who are age 65 or older. The Harper Center reserves the right to refuse any menu item and/or food service practices that are contraindicated or inappropriate for the geriatric patient. The Contractor shall acknowledge that the Harper Center geriatric/ psychiatric patients have unique nutritional needs and agrees to coordinate with the facility to meet these needs appropriately.

The Harper Center has the right to coordinate with the supplier to provide special menu changes (within budget restraints) to improve food services and level of satisfaction for the Harper Center patients.

The Contractor shall be responsible for coordinating and assisting with the facility registered dietitian in the maintenance of a 3 day (72 hour) food supply on the Harper Center premises for use in the event of a disaster according to the facility disaster preparedness menu.

The delivery system shall include provision for bulk delivery adequate to maintain correct temperatures of both hot and cold foods and beverages to insure that the food is palatable when it is presented to the patient.

The Contractor shall be responsible for picking up soiled food transport containers, insulated trays, snack coolers and returning them to the supplier's food production site for thorough sanitation after each use. Snack coolers, freezer packs are provided by the supplier and replaced when worn, damaged, stained or broken. Proper sanitation should be completed after each use.

The Contractor shall be responsible for the maintenance of all food service equipment.

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Fluid restrictions as ordered must be noted on the patient's tray ticket and will follow a standard plan of allocation of fluids per 24 hours under the direction of the Harper Center Dietitian and the Contractor, unless ordered otherwise.

Menu substitutions must be of equal nutritional and caloric value of the item being substituted and must be approved by a licensed, Registered Dietician.

Contractor may not substitute meal or snack components that have been prescribed by the physician. If the specifically prescribed item(s) are not available through the Contractor's primary vendor, the Contractor will be expected to obtain the item(s) from an alternate source.

#### INSULATED TRAYS

- A. Contractor is expected to purchase new equipment prior to start date, and will replace trays on an "as needed" basis when utilized by the facility.
- B. Adequate trays will be provided so that an empty insulated tray shall be placed on the top of each stack of trays to further maintain appropriate temperatures.
- C. The Contractor's service line personnel shall receive training regarding correct tray service on insulated trays to ensure meals are plated in a way that ensures hot and cold columns to further maintain service temperatures.
- D. The Contractor shall inform the facility at the point of replacement.
- E. Insulated trays shall remain the property of the Contractor.
- F. Unsanitary or warped trays will be identified and replaced throughout the contract period.
- G. Missing trays will be replaced with new trays.
- H. Each tray shall have an identification system (to identify recipient, diet, and other pertinent information).
- I. The cost of trays, the replacement of trays, the identification system, and transportation costs will be borne entirely by the Contractor and shall be included in the Contractor guaranteed meal cost.
- J. Contractor shall remove insulated trays from the facility at the end of the contract period.

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## Bryce Hospital Specifications

Contractor shall employ sufficient supervisory level personnel, not to include the facility's food service manager and/or assistant manager, to ensure, at a minimum, there will be one supervisor on duty for each shift, each day of the week during the hours of active food service operations assigned exclusively as a supervisor.

Supervisors shall not be included as a component of service line coverage, except in emergency situations. Data regarding the frequency of 'emergency situations' must be provided to the facility upon request.

Supervisors shall be expected to evaluate meal service operations and assess the environment of care at the end of their daily work shift as a component of their essential job functions.

Contractor may need to increase coverage based on performance monitoring by the Contractor and facility representatives during the course of the contract period to achieve expected levels of performance as monitored by facility personnel.

Plastic can liners can only be placed in garbage cans in dining/service locations when supervised by the Contractor's personnel. At all other times, can liners must be stored in a secured area.

Nursing service personnel shall notify the Contractor of physician/CRNP prescribed diet orders in writing via a facility approved venue/document.

Contractor shall provide each program with separate living area specific patient listings that document each individual's current diet and snack orders in alphabetical order on every Thursday afternoon. These documents shall be taken to each program office by the Contractor's staff for distribution to the living area by facility personnel.

Complete meals including hot meal components shall be available, either at one of the Bryce Hospital service locations or from the production site, for service as requested until 9:40 a.m. for breakfast, 2:00 p.m. for lunch, and 7:25 p.m. for supper service daily as requested. (Times reflect at least 30 minutes past the scheduled meal service completion time for each meal.)

Each customer shall be offered a full complement of wrapped plastic flatware, appropriate for the diet, at each meal to be provided by the Contractor and included in the guaranteed meal price. Any exceptions shall be approved by the facility director and/or the Contractor notified in writing.

Individually wrapped spoons and/or other appropriate serviceware required to consume physician prescribed snacks shall be provided by the Contractor and associated costs included in the guaranteed meal price.

Routine floor stock shall be provided in accordance with facility directives. Costs for these items shall not be included in the guaranteed meal price. Contractor shall

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establish a process to ensure each living area is provided and picks up the established floor stock items daily.

Floor stock and prescribed between meal snacks shall be available for distribution to the appropriate living areas at the meal preceding the designated snack period unless otherwise directed via diet order.

Each snack item and all routine floor stock issued must be labeled with the product name, date and time of preparation, discard date, and the living area that will receive the item.

Contractor shall provide artificially sweetened powdered fruit flavored beverages in disposable gallon (milk jugs) with routine floor stock daily in accordance with facility directions.

Patients shall receive ice cream with skim milk as their standard bedtime snack each Friday night unless contraindicated by an individual's personal diet prescription.

Contractor will be expected to provide dispensing equipment for the service of beverages in each service location. Equipment utilized for distribution/service of coffee shall not be used for tea. An additional dispenser shall be available in each service area exclusively for ice water.

Beverage dispensers shall be free of rust, stains, and when applicable, peeling decals/labels. This standard may require replacement throughout the contract period.

Contractor is expected to provide sufficient carts to be used to transport food and other supplies throughout the facility. The condition of the carts must be constantly assessed to ensure compliance with environment of care performance expectations. Carts that leave "black marks" throughout the facility are unacceptable and must be replaced. Correction of food service spills and marks are the Contractor's responsibility. The Contractor's food service director and facility manager shall meet with the facility liaison no less than once each week.

Representatives from the Contractor's management team shall be available to meet with other facility contacts as requested. The food service liaison will coordinate meeting times to ensure the most satisfactory times and dates for all involved parties.

The Contractor must maintain a forty-eight (48) hour disaster food supply for five (5) hundred individuals in a designated area at the kitchen/production site in addition to the 96 hour supply required in the DMH food service contract.

This supply will include meal components for consistency modified diets, as well as, liquids for meals and snacks.

**Contractor must maintain a perpetual log of each component of the disaster food supply with its expiration date throughout the contract period. Log must be surrendered as requested by the facility and/or any regulatory agency.**

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The menu will be determined cooperatively by facility and Contractor representatives. (This expectation is in addition to disaster supplies mandated in the main body of the contract.)

Contractor’s management team assigned to Bryce will conduct weekly inventories of nutritional supplements and submit weekly orders required to maintain minimum supplements for patients receiving total nutrition via enteral feedings and other physician prescribed supplements in accordance with the facility’s nutritional formulary. And established par level expectations. An inventory of at least two (2) weeks shall be maintained at all times.

Contractor’s representatives will continually stock nutritional supplements upon receipt in an onsite food service storage area in like kind according to expiration date and first in, first out order.

Contractor shall provide, at their purchasing cost, a liquid, sugar-free protein supplement as requested by the facility.

Contractor may not substitute meal or snack components that have been specifically prescribed by the attending physician. If the specifically prescribed meal or snack component is not available through the Contractor’s primary vendor, the Contractor will be expected to obtain the item(s) from an alternate source.

The facility's contact and each affected area shall be notified prior to the scheduled receipt time for any unavailable product if it cannot be located. The Facility's nutritional services department shall also receive written notice and a credit on the appropriate food service invoice.

DMH or manufacturer’s representatives will provide training prior to scheduled use of new equipment.

The Contractor is responsible for monthly preventive maintenance evaluations. The status of these inspections shall be a component of the Contractor’s monthly environment of care report.

The Contractor is expected to respond, in writing, to all facility concerns as reported by DMH incident report to the facility contact, patient or staff concerns, and/or Contractor identified food service issues promptly, but not to exceed 48 hours of receipt of request.

Contractor shall provide weekly food service invoice that itemize charges for regular meals, large meals, double portion meals, triple meals, charges related to special functions, routine floor stock and all food service related charges for the billing period.

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**BID REQUIREMENTS:**

**Mandatory Site Visit/Bid Conference:**

- (A) February 6, 2019 at 9:00am Bryce Hospital – 1654 Ruby Tyler Parkway, Tuscaloosa, AL 36404
- (B) Bid will not be accepted if not attended
- (C) Site visit will include but not limited to:
  - Examination of the kitchen facility and equipment
  - Examination of dining facilities and relevant furnishings
  - Knowledge of population, diet requirements and food preferences
- (D) Questions will be addressed

**Reference:**

- (A) Each bidder must provide at least two written reference from a current or previous customer with written evidence of a successful contract association
- (B) The evidence must verify that the contract was for healthcare consumers of comparable volume, service requirements, consumer diversity and multi-facility service
- (C) Five (5) years minimal experience
- (D) References must accompany Bidder’s proposal

**Other items to be submitted with bid:  
(but not limited to)**

- Organizational chart -
- Disaster Preparedness –
- 30 Day Menu
- Written definition that shall dictate financial limitations for suggested menu list (Reference “Meal Components”)
- Equipment Needs List

**Please submit one (1) original and four (4) copies of bid  
The original and copies should be submitted together identified with bid number and opening date**