

**Bureau of Elderly and Adult Services (BEAS)
Restaurant Voucher Program (RVP) Requirements for
Written Agreements with Food Service Establishments (FSE)**

Before entering into an agreement with a prospective FSE, the contracted nutrition agency (agency) director and/or their designee will conduct an on-site visit to determine that applicable BEAS and agency requirements can be met and appropriate food safety and sanitation practices are in place.

The agency and the FSE must have a written agreement that addresses the following in addition to requirements of the *New Hampshire DHHS Nutrition Services Contract*; and GM 22-49 Addendum #1 BEAS *Restaurant Voucher Program (RVP) Standards*.

- A) Procedures for approving and communicating menus, menu changes and substitutions.
- B) Process of communicating RVP menus/meal choices to participants and clearly distinguish between meal components that are included as part of a voucher meal from items that are not. Example: beverage, dessert, appetizer, etc.
 - 1) Consider when FSE makes menu changes and impact on RVP meals. Examples: seasonal, holiday.
- C) Per meal price that the agency pays the FSE and specifying what is/is not included in that price. Example: food, supplies, labor, tips for service staff, etc. As well as how tipping will be communicated to voucher participants.
- D) Participants may purchase additional beverages and food separately.
- E) Documentation or process that identifies a meal as intended for on-site congregate consumption (but participants may take leftovers home) or consumption at home/home delivered meal such as Grab-n-Go (Take-Out)
- F) Delineate responsibilities of each party for care, maintenance, and security of the facility and equipment.
- G) Insurance coverage, such as workers compensation and comprehensive and general liability, for the FSE and the agency.
- H) Agency staff inspection/monitoring of the FSE's food preparation and storage areas.

Note that this list is not all-inclusive. Agencies may add additional items to agreements as necessary.

A copy of the written agreement will be provided to BEAS for review and approval prior to implementation.

Agreement with Food Service Establishments

Before entering into an agreement with a prospective FSE, the agency director or their designee will conduct an on-site visit of the FSE's facilities to determine that nutrition program requirements can be met and appropriate food safety and sanitation practices are in place.

A written agreement must be established when an agency establishes a partnership with a private FSE to provide meals. In this case, the FSE provides only meals and does not manage any aspect of the agency's nutrition program.

Agency may only contract with FSE(s) that:

- 1) Are licensed by an appropriate regulatory authority; and
- 2) Comply with all licensing and/or certification requirements required by state or local laws or rules.

The agency and the FSE must have a written agreement in place that addresses the following:

A) Agency contact information.

- 1) Name(s), phone/email, addresses and locations of dining sites to be provided meals

B) FSE contact information.

- 1) Name(s), phone/email, addresses and locations of dining sites that will provide meals

C) Agreement period.

- 1) Termination clause, which should include a minimum of 90 days advance notice for either party. There may be exceptions to this requirement. All exceptions must be reviewed and approved by BEAS prior to implementation.

D) Whether meals will be picked up (Grab-n-go); delivered to a specified dining site and by which party; or be served on site at the FSE. Example: FSE prepares and delivers meals to a senior center or other traditional congregate meal site for consumption on site.

E) When meals will be provided.

- 1) Days of the week / number of days per week
- 2) Time(s)
- 3) Delivery schedules, with a description of the time elapse between food packaging and delivery and food temperature monitoring.

F) Cost per meal.

- 1) Identify what is included in cost per meal. Examples: food, labor, delivery, plates, flatware, straws, napkins, other supplies, gratuity for food service wait staff;
- 2) Specifications of the disposable supplies to be provided;

- 3) Meal components that will be provided in accordance with nutrition requirements contained within the *New Hampshire Standard Meal Pattern Menu Approval Form* and/or *New Hampshire Nutrient Analysis Standards & Menu Approval Form*;
 - 4) Provisions for the adjustments of per meal cost (adjustments should only be made when the agreement is renewed and should be supported by documentation);
 - 5) How agency will be invoiced; and
 - 6) Payment schedule.
- G)** Number of meals to be provided.
- 1) How FSE will document meals provided;
 - 2) Time schedule for addition or cancellation of meals, if applicable; and
 - 3) How meals that are late, missing required components, spoiled, or unwholesome will be handled.
- H)** Provisions for evaluation of menu acceptability.
- 1) How many operating days in advance the menu should be established;
 - 2) How many operating days in advance FSE or agency should notify the other party of a menu change;
 - 3) Procedures for menu item substitutions; and
 - 4) Whether special meals will be provided as necessary.
- I)** Whether the FSE will provide staff to prepare/serve meals at a dining site (if other than FSE site).
- J)** Insurance coverage, such as workers compensation, comprehensive and general liability, is required by the FSE and the agency regardless of location of the dining site. Examples: local park, public housing site, any location where FSE staff prepare/serve meals at a site other than the FSE site.
- K)** Clear delineation of responsibilities of both parties for purchase, care, maintenance, and security of the food preparation facility and equipment (including food transport equipment, if applicable).
- L)** Statements of compliance with licensing and certification requirements required by applicable federal, state, and/or local laws and/or rules.
- M)** Rights of the agency staff to inspect the food preparation and storage areas.
- N)** Emergency preparedness procedures.
- O)** Responsibility for provision of adaptive equipment (if necessary/applicable/feasible).
- P)** Facilities meet requirements for disabilities access.

Agency is responsible for ensuring that the quality assurance monitoring requirements of their agreement are being met. For example, part of agreement monitoring quality assurance should include comparing the menus and the details of the nutrient analysis and/or meal pattern to foods and serving sizes actually provided by the FSE.