

Arkansas Child and Adult Care Food Program Food Service Contract

INSTRUCTIONS

(Discard this page before returning completed Contract to HNP)

Child Care Centers, Adult Care Centers and Sponsoring Organizations of Affiliated Centers, including Head Start organizations, approved to participate in Arkansas Health and Nutrition Programs/Child and Adult Care Food Program (CACFP) that do not have facilities to prepare meals on-site may prepare already prepared meals from an acceptable Food Service Management Company that meets all the requirements stated within this Agreement/Contract.

Complete the attached Food Service Contract for each facility/site/center that will purchase meals, providing all required information including signatures of both parties and dates of signatures. A copy should be given to the Food Service Management Company, and a copy should be retained for your records. Attachment A should be included in the contract for children's meals. Attachment B should be included in the Contract for the purchase of meals for adult participants.

CACFP FSMC Assurance Statement:

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the

detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”

This is only acceptable/approvable Food Service Contract form for HNP applicants. Food Service Contracts created by individual organizations will not be accepted and will be returned, delaying the approval of the CACFP application.

If you have questions or need assistance, please call 501.682.8869 or 800.482.5850, extension 2-8869.

Or you may write to: Health and Nutrition Programs
 PO Box 1437-Slot S155
 Little Rock, Arkansas 72203-1437

Health and Nutrition Programs - Child and Adult Care Food Programs Food Service Contract

I. Involved Parties:

This Agreement/Contract is entered into between _____
Vendor/Food Service Management Company

And _____
Child or Adult Center or Sponsoring Organization of Affiliated Facilities/Sites/Centers (Institution)

Hereafter referred to as the Vendor and the Institution.

II. Rates and Payment Provisions:

The Vendor hereby agrees to furnish meals to the Institution for the rates listed below:

Breakfast \$ _____ Lunch \$ _____ Snack(s) \$ _____ Supper \$ _____

Are meals 'INCLUSIVE' or 'EXCLUSIVE' of milk? (Please circle one)

Approximately _____ meals will be required for each meal type listed above for each day of meal service. An itemized monthly statement/invoice for the total number of meals order and prepared will be sent by the Vendor to the Institution by the _____ day of the following month.. **While this statement may reflect the total amount he Institution owes to the Vendor, the total number and cost of all meals purchased for children and/or adult participants must be itemized separately on the statement. If meals are also purchased for staff and/or visitors those meals must be documented separately on the statement.**

[In accordance with CFR 226.6 (i)(7)]

Payment shall not be made to the Vendor for meals that are delivered outside the agreed on delivery time, meals that are spoiled or unwholesome at the time of delivery, or meals that do not otherwise meet the meal order or delivery specification requirements contained in this Agreement/Contract.

III. Ordering and Delivery Procedures:

[In accordance with CFR 226.6(i)(1)]

The following Facility(ies) has been approved to participation in the CACFP and meals should be delivered to this location each day as specified. If children go to the school cafeteria to eat meals, delivery time is the serving time of the meal in the cafeteria.

| Facility | # of Meals | Delivery Time |
|----------|------------------------|---------------|
| _____ | _____ Breakfast | _____ |
| _____ | _____ Lunch | _____ |
| _____ | _____ Snack(s) | _____ |
| _____ | _____ Supper | _____ |

[In accordance with CFR 226.6(i)(8)]

Meals shall be delivered in accordance with the delivery schedule described in the Agreement/Contract unless changes are agreed to by both parties in writing. Deliveries may be made and will be accepted up to _____ minutes prior to an/or _____ minutes after the delivery times specified and still be considered within the contracted delivery time.

[In accordance with CFR 226.6(i)(9)]

Increases or decreases in the number of meals ordered may be made by the Institution as needed by submitting a change order for the number of meals required for the next day of service to the delivery person at the time of current day delivery or by calling the Vendor 's office with at least _____ hours of prior notice.

IV. Specifications:

[In accordance with CFR 226.6(i)(6)]

The Vendor shall operate in accordance with current USDA Child and Adult Care Food Program regulations.

[In accordance with CFR 226.6(i)(4)]

Meals delivered shall conform to the cycle menu upon which the bid was based and to the menu changes agreed upon in writing by both the Institution and the Vendor.

IV. Specifications – continued

[In accordance with CFR 226.6(i)(10)]

All meals and snacks must conform to the State of Arkansas and the USDA Child and Adult Care Food Program requirements of CFR 226.6.20 in nutritive value and content, required components and, at minimum quantities specified in Attachment A (meal pattern requirements for children) or Attachment B (meal pattern requirements for adult participants).

[In accordance with CFR 226.6(i)(3)]

All meals and snacks must be prepared in a kitchen operating with a current passing certification inspection from the Arkansas Department of Health. Health and sanitation conditions are to be met by the Vendor at all times. All meals and snacks must be prepared under sanitary conditions and held, as well as delivered to the Institution at proper temperatures to prevent food borne illness.

Meals are to be made available upon request to the State Agency staff for periodic inspection by the local Health Department or an independent agency to determine if bacteria levels conform to the levels that may be present in meals prepared or served by other establishments in the locality. The results of these inspections shall be submitted to the Institution and the State Agency.

[In accordance with CFR 226.6(i)(11)]

All breakfast, lunch and supper meals delivered to out-side school hours care centers shall be unitized with or without milk, unless an exemption is granted by the State Agency. For other facilities, the State Agency may require unitization if there is evidence which indicates that it is necessary to insure compliance with CFR226.20.

V. Recordkeeping:

[In accordance with CFR 226.6(i)(2)]

The Vendor shall maintain such records (supported by invoices, receipts or other evidence) as the Institution will need to meet its responsibilities under CFR 226.6(i) and shall promptly submit a statement to the Institution no less frequently than monthly. Payment to the Vendor shall be made in a timely manner. A dated receipt of payment from the Vendor will be included in the Institution's food service records.

[In accordance with CFR 226.6(i)(5)]

The books and records of the Vendor pertaining to the Institution's food service operation shall be available for inspection and audit by representatives of the State Agency, USDA, or the US General Accounting Office at any reasonable time and place for a period of five years from receipt of final payment under the Agreement/Contract, or in cases where an audit requested by the State Agency or USDA remains unresolved, until such time as the audit is resolved.

VI. Other Obligations and Responsibilities

Meal service transporting equipment, containers, and utensils will be purchased and provided by _____;

and will be cleaned and sanitized on a daily basis by _____.

The Institution assumes ultimate responsibility as the entity holding the CACFP application/agreement with the State Agency for the accuracy of all records for compliance with Federal and State regulations. The Vendor agrees to immediately correct any areas of non-compliance brought to their attention by the Institution and/or the State Agency or USDA representative.

The Institution shall be responsible for any over claims resulting from meal counting errors or failure to purchase a sufficient number of meals.

VII. Agreement/Contract Effective Period:

This Agreement/Contract shall be effective as of _____(date) and shall remain effective until _____(date). Termination of this Agreement /

Contract can occur with _____days of written notice given by either party.

Modifications may occur at any time when agreed to by both parties in writing.

IN WITNESS WHEREOF, the aforementioned parties have executed this Agreement/Contract on the dates indicated below:

Authorized Signature /Title of Institution Representative

Date

Authorized Signature /Title of Vendor Representative

Date