

Child and Adult Care Food Program Food Service Contract

INSTRUCTIONS

(Discard this page before returning completed Contract to SNP)

Child Care Centers, Adult Care Centers, and Sponsoring Organizations of Head Start Centers, approved to participate in the Special Nutrition Programs that do not have the facilities to prepare meals on site, may purchase meals from an acceptable Food Service Management Company that meets all the requirements stated within this Agreement.

Complete the **attached** Food Service Contract for each center that will purchase meals, providing all required information including signatures of both parties and date. The original copy of the Food Service Contract should be forwarded to SNP. 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 the purchase of children's meals. Attachment B should be included in the Contract for the purchase of meals for adult participants.

Food Service Contracts completed on an old SNP Food Service Contract form or on a form created by your organization will not be accepted. These will be returned to you, delaying the approval of your Application.

If you have any questions, please call 682-8869 (local) or 1-800-482-5850 extension 2-8869 or you may write to:

**Special Nutrition Programs
P.O. Box 1437-Slot S155
Little Rock, Arkansas 72203-1437.**

Special Nutrition Programs Child and Adult Care Food Program Food Service Contract

I. Involved Parties:

This Agreement is entered into between _____
Food Service Management Company (Vendor)

and _____
Child or Adult Center or Sponsoring Organization of Head Start Centers (Institution)

hereafter referred to as the Vendor and the Institution.

II. Rates and Payment Provisions:

The Vendor hereby agrees to furnish meals (inclusive/exclusive) of milk to the Institution for the rates listed below:

Breakfast \$ _____ Lunch \$ _____ Snack \$ _____ Supper \$ _____

Approximately _____ meals will be required for each day of service. A monthly statement for the total number of meals ordered and prepared will be sent by the Vendor to the Institution by the _____ day of each month. While this statement may reflect the total amount the Institution owes the Vendor, **the total number and cost of all meals purchased for the children or adult participants must be shown separately on the statement** if meals are also purchased for any adult staff.

[In accordance with CFR 226.6 (i) (7)]
Payment shall not be made to the Vendor for meals that are delivered outside of the agreed delivery time, meals that are spoiled or unwholesome at the time of delivery, or meals that do not otherwise meet the meal order and delivery or specification requirements contained in this Contract.

III. Ordering and Delivery Procedures:

[In accordance with CFR 226.6 (i) (1)]
The following facility has been approved for participation in the food program 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 | Number of Meals | Delivery Time |
|----------|-----------------|---------------|
| _____ | _____ Breakfast | _____ |
| _____ | _____ Lunch | _____ |
| _____ | _____ Snack | _____ |
| _____ | _____ Supper | _____ |

[In accordance with CFR 226.6 (i) (8)]
Meals shall be delivered in accordance with the delivery schedule described in the Contract unless changes are agreed to by both parties in writing. Deliveries may be made and will be accepted up to _____ minutes prior to and/or _____ minutes after the delivery time 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 menu changes agreed upon in writing by both the Institution and the Vendor.

[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 226.20 in nutritive value and content, required components, and, at a minimum, quantities as 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 Arkansas 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 for 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 CFR 226.20.

V. Record Keeping:[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 Vendor will be included in 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 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 a Sponsoring Organization for the Child and Adult Care Food Program and for the accuracy of all records for compliance with Federal and State regulations. The Vendor agrees to immediately correct any areas of noncompliance brought to their attention by the Institution and/or the State Agency or USDA representatives.

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

VII. Contract Effective Period:

This Agreement shall be effective as of _____ and shall remain in effect until _____. Termination of this 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 on the dates indicated below:

Authorized Signature of Institution

Authorized Signature of Vendor

Title

Date

Title

Date

CHILD CARE FOOD PROGRAM MEAL PATTERN

| Breakfast | Children 1 and 2 years | Children 3 through 5 years | Children 6 through 12 years |
|---|---|---|---|
| Milk, fluid Juice or fruit or vegetable Bread, or bread alternate***** (enriched or whole grain) <i>And/or</i> Cereal: **** Cold dry or Hot cooked | ½ cup (4 ounces) ¼ cup ½ slice (½ ounce) ¼ cup* ¼ cup | ¾ cup (6 ounces) ½ cup ½ slice (½ ounce) ⅓ cup** ¼ cup | 1 cup (8 ounces) ½ cup 1 slice (1 ounce) ¾ cup*** ½ cup |
| Morning or afternoon snack (supplement) | | | |
| <i>(You must select at least 2 of these 4 components)</i> Milk, fluid Meat or meat alternate Juice or fruit or vegetable Bread, or bread alternate***** (enriched or whole grain) <i>And/or</i> Cereal: **** Cold dry or Hot cooked | ½ cup (4 ounces) ½ ounce ½ cup ½ slice (½ ounce) ¼ cup* ¼ cup | ½ cup (4 ounces) ½ ounce ½ cup ½ slice (½ ounce) ⅓ cup** ¼ cup | 1 cup (8 ounces) 1 ounce ¾ cup 1 slice (1 ounce) ¾ cup*** ½ cup |
| Lunch or Supper | | | |
| Milk, fluid Meat or meat alternate (lean meat or poultry or fish) Cheese Egg Cooked dry beans or peas Peanut butter Yogurt (plain or flavored) <i>(Or an equivalent quantity of any combination of the above meat/meat alternates)</i> Vegetable and/or fruit (total of <u>two</u> or more) Bread or bread alternate***** (enriched or whole grain) | ½ cup (4 ounces) 1 ounce 1 ounce 1 egg ¼ cup 2 tbsps. ½ cup ¼ cup ½ slice (½ ounce) | ¾ cup (6 ounces) 1 ½ ounces 1 ½ ounces 1 egg ⅓ cup 3 tbsps. ¾ cup ½ cup ½ slice (½ ounce) | 1 cup (8 ounces) 2 ounces 2 ounces 1 egg ½ cup 4 tbsps. 1 cup ¾ cup 1 slice (1 ounce) |

* ¼ cup (volume) or 1/3 ounce (weight)

** 1/3 cup (volume) or ½ ounce (weight)

*** ¾ cup (volume) or 1 ounce (weight)

**** Refer to "Eligible Cereals for CACFP" for variety

***** Refer to "Grains and Breads" for equivalent quantities

ADULT CARE FOOD PROGRAM MEAL PATTERN

| Breakfast | Adult Participants | ADULT "OFFER VERSUS SERVE" OPTION |
|--|---|---|
| Milk, fluid Juice or fruit or vegetable Bread or Bread alternate* (enriched or whole grain bread) <i>And/or</i> Cereal:** Cold dry or Hot cooked | 1 cup (8 ounces) ½ cup 2 slices <i>or</i> 2 servings (the equivalent quantity of 2 ounces) 1½ cups (or 2 ounces) 1 cup | Each adult day care center shall offer its adult participants all of the required components (as stated on the Adult Care Food Program Meal Pattern for breakfast, lunch and supper). However, at the discretion of the adult day care center , adult participants may be permitted to decline : (a) one of the four food items (one serving of milk, one serving of vegetable or fruit and two servings of bread or bread alternate) required at breakfast . (b) two of the six food items (one serving of milk, one serving of meat or meat alternate, two servings of vegetable and/or fruit, and two servings of bread or bread alternate) required at lunch . (c) two of the five food items (one serving of meat or meat alternate, two servings of vegetable and/or fruit, two servings of bread or bread alternate) required at supper . ~ <i>The price of a reimbursable meal shall not be affected if an adult participant chooses to decline a food item.</i> ~ <i>The "offer vs serve" option is not applicable to the snack meal. A sufficient quantity of <u>two components</u> must be served for a snack meal to be eligible for reimbursement.</i> |
| Morning or afternoon snack (supplement) | | |
| (You must select at least 2 of these 4 components) Milk, fluid Meat or meat alternate Juice or fruit or vegetable Bread or Bread Alternate* (enriched or whole grain) <i>And/or</i> Cereal:** Cold dry or Hot Cooked | 1 cup (8 ounces) 1 ounce ½ cup 1 slice (1 ounce) ¾ cup (or 1 ounce) ½ cup | |
| Lunch or Supper | | |
| Milk, fluid Meat or meat alternate (lean meat or poultry or fish) Cheese Egg Cooked dry beans or peas Peanut butter Yogurt (plain or flavored) (Or an equivalent quantity of any combination of the above meat/meat alternates) Vegetable and/or fruit (total of <u>two</u> or more) Bread or Bread alternate* (enriched or whole grain) | 1 cup (8 ounces)(<i>none required at supper meal</i>) 2 ounces 2 ounces 1 egg ½ cup 4 tablespoons 1 cup 1 cup 2 slices <i>or</i> 2 servings (the equivalent quantity of 2 ounces) | |

* Refer to "Grains and Breads" for equivalent quantities

** Refer to "Eligible Cereals for CACFP" for variety