

Contract Agreement for CACFP Vended Meal Service

Provisions and Conditions for off-site meal preparation and delivery

Check only one:

- Both Center/Sponsor and Vendor are Child Nutrition Program (CNP) Sponsors
- Center/Sponsor is a CNP Sponsor; Vendor is **not** a CNP Sponsor -*Procurement Standards Apply*

This contract/agreement is for the purpose of providing meals for participants enrolled in a Day Care Center or Sponsor of day care centers in the Child and Adult Care Food Program (CACFP). This agreement provides the minimum obligations and responsibilities of the parties to this agreement.

This agreement/contract is made and entered into by and between:

Institution (Center/Sponsor)

Food Service Management Co. (Vendor)

Name:		
Address:		
City, State, Zip:		
Phone Number:		
Contact Person:		

Hereafter referred to as the Vendor and the Center/Sponsor.

This agreement/contract shall be effective for a period of one year beginning _____ and ending on _____.

The terms and conditions of this contract/agreement are as follows:

1. In accordance in [7CFR 226.6(i)(10)] Meals prepared under this contract by the Vendor must conform to the NM CYFD-Family Nutrition Bureau and USDA Child and Adult Care Food Program (CACFP) requirements as required in [7CFR 226.20] and in nutritive value and content, CACFP meal pattern (*attached*) to the contract for specific meals being purchased. The Vendor shall operate in accordance with current Program regulations [7CFR 226.6(i) (6)].
2. In accordance with [7CFR 226.6 (i)(1)] The following facilities which have been approved for participation in the CACFP are to have meals delivered to each location, each day, as specified. The Vendor agrees to supply the following number of meal(s) to the Center/Sponsor at the following facilities(s) at these delivery or pick-up times:

Facilities	Number of Meals	Meal Type(s) Breakfasts, Lunches, Snacks, Suppers	Days of the week (S M T W T F S)	Delivery Time	Or Pick-up Time

**Attach additional sheets if necessary*

In accordance with [7CFR 226.5(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.

3. Unit price per meal to be paid by the Center/Sponsor to the Vendor; The Vendor hereby agrees to furnish wholesome meals inclusive of milk (*check one*) Yes No to the Center for the rates listed below:

Breakfast: \$ _____ each

Lunch: \$ _____ each

Snack: \$ _____ each

Supper: \$ _____ each

4. The total projected agreement/contract amount for the year: \$ _____. (*Proposals totaling \$10,000 or more must be formally advertised [NMAC 8.2.2.18] and comply with federal procedures for Competitive Bidding*).
5. In accordance with [7CFR 226.6 (i)(9)] the Center/Sponsor through the delivery person at the time of current day delivery or by calling the vendor's office must advise the vendor by submitting a change of order for the number of meals required for the next day/week of service. An adjustment must be made to increases/decreases in number of meals ordered no later than _____ (a.m. daily or weekly).
6. In accordance with [7CFR 226.6 (i) (3)] All meals and snacks must be prepared in a kitchen operating with a current passing *inspection report* (**Attach Copy**) and *permit* (**Attach Copy**) from the State of New Mexico Environmental Department or other local or Federal health certification. Health and sanitation conditions are to be met by the vendor at all times. All meals and snacks must be prepared and held under sanitary conditions, as well as delivered to the Center/Sponsor at proper temperatures to prevent food borne illness. Meals are to be made available upon request to NM/CYFD/FNB State agency staff for periodic inspection.
7. Menu Preparation and Approval:

The Vendor must provide the Center/Sponsor, for approval, a proposed _____ day cycle menu (**Attach Copy of Menu**) for the operational period, at least _____ business days prior to the beginning of the period to which the menu applies.

Or

The Center/Sponsor must provide the Vendor a proposed _____ day cycle menu (**Attach Copy of Menu**) for the operational period, at least _____ business days prior to the beginning of the period to which the menu applies.

Any changes to the menu made after the Center/Sponsor approval must be agreed upon by the Center/Sponsor and documented on the menu records. Menu items may be adjusted in writing by the mutual consent of both parties acceptable meals meeting meal pattern requirements. [7CFR 226.6 (i) (4)].

8. The Vendor may not sub-contract any portion of this agreement/contract.
9. The Vendor must maintain all records supported by invoices, receipts or other evidence the Center/Sponsor may need to meet their responsibilities [7CFR 226.6(i) (2)]. Recipes, nutrition facts labels, and any necessary child nutrition (CN) labels or product specification sheets related to the menus served; Vendors must use standardized recipes. On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Center/Sponsor. Meal count documentation must include the number of meals requested by the Center/Sponsor in writing.

10. The Center/Sponsor will not pay for meals that are delivered outside of the agreed upon delivery time, are spoiled, or unwholesome, at the time of delivery, or do not otherwise meet the meal requirements contained in the contract [7CFR 226.6(i) (7) and 7CFR 225.6(i) (8)]. The Center/Sponsor shall be responsible for informing the Vendor of its reason for determining that a meal is unacceptable in writing within forty-eight (48) hours.
12. The Vendor will present an invoice and delivery receipts within (#) _____ working days following the end of the preceding month for meals delivered (no less frequently than monthly) [7CFR 226.6(i) (2)]. The Center/Sponsor will submit payment to the Vendor within (#) _____ days of receipt of the invoice. The Center/Sponsor shall notify the Vendor within (#) _____ days of receipt of any discrepancy in the invoice.

The Center/Sponsor shall pay the Vendor for all meals delivered in accordance with the Agreement. Neither NM/CYFD/Family Nutrition Bureau, nor USDA will assume any liability for payment of the difference between the number of meals prepared and delivered by the Vendor and the number of meals served by the Center/Sponsor that are eligible for reimbursement. In addition, neither NM/CYFD/Family Nutrition Bureau, nor USDA will be responsible for resolving issues of partial or non-payment per the terms of this agreement.

13. The books and records pertaining to the Vendor's and Center/Sponsor's food service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA and/or the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [7CFR 226.6 (i) (5)].
14. Both Vendor and Center/Sponsor must follow USDA's non-discrimination policies. Vendor or Center/Sponsor shall not illegally discriminate in either the provision of services, or in employment, against any person because of race, color, national origin, age, disability, sex, gender identity, religion, reprisal. Vendor agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non discrimination, affirmative action and equal employment opportunity.

The following nondiscrimination statement must be included on all program materials published for public information through brochures, bulletins, leaflets, letters, and newspapers. If the material is too small to permit the full statement to be included, the material will at a minimum include USDA's short nondiscrimination statement. When used, both statements should be in print size no smaller than the text of the document.

Full Version:

The United States Department of Agriculture (USDA) and the State of New Mexico prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

Short Version:

This Institution is an equal opportunity provider and employer.

15. Agreements/contracts of amounts in excess of \$150,000 shall comply with all applicable standards, orders, or requirements issued under section 305 of the Clean Air Act (42 U.S.C. 1837(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive order 11738, and Environmental Protection Agency regulations (40 CFR part 15) [7CFR 225.22(l)(6)].
16. If this agreement/contract is for an outside-school-hours facility, the meals must be unitized, with or without milk, unless the State Agency determines that unitization would impair the effectiveness of the food service operations [7CFR 226.6 (i) (11)].

Additional inclusion must be attached to this agreement.

The institution (center/sponsor) assumes ultimate responsibility as a sponsoring organization for the Child and Adult Care Food Program, and for the accuracy of all records and compliance with Federal and State Regulations. The vendor agrees to immediately correct any areas of noncompliance brought to their attention by the Center/Sponsor and/or State agency or USDA representatives. The center shall be responsible for processing its own Income Eligibility Applications and for any over claim resulting from improperly categorized applications, meal counting errors or other over claims.

This agreement/contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

Institution (Center/Sponsor): _____

Food Service Management Company/Vendor _____

Printed Name: _____

Printed Name: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

Signed contract/agreement is due to NM/CYFD/Family Nutrition Bureau **Prior to contract start date**. Program reimbursements will not be paid for any meals/snacks that occur prior to the signed contract/agreement being **received** by NM/CYFD/FNB and approved.

E-mail signed copy to: loren.miller@state.nm.us or by mail to:

**Family Nutrition Bureau
P O Drawer 5160
Santa Fe, New Mexico 87502
Attention: Loren Miller, Program Manager**

USDA MEAL PATTERN REQUIREMENTS FOR THE CACFP MEAL PATTERN FOR CHILDREN

BREAKFAST MEAL PATTERN COMPONENTS	AGES 1-2	AGES 3-5	AGES 6-12
Milk Milk, fluid	1/2 cup	3/4 cup	1 cup
Vegetables and Fruits Vegetable(s) and/or fruit(s) or Full-strength fruit or vegetable juice or an equivalent quantity of any combination of the above	1/4 cup 1/4 cup	1/2 cup 1/2 cup	1/2 cup 1/2 cup
Grains/Breads Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of grains/breads	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving 3/4 cup or 1 oz. 1/2 cup 1/2 cup 1/2 cup

LUNCH OR SUPPER MEAL PATTERN

COMPONENTS	AGES 1-2	AGES 3-5	AGES 6-12
Milk Milk fluid	1/2 cup	3/4 cup	1 cup
Vegetables and Fruits Vegetables(s) and/or fruit(s) (two or more)	1/4 cup	1/2 cup total	3/4 cup total
Grains/Breads Bread or Cornbread, biscuits, rolls, muffins, etc. or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of grains/breads	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/4 cup 1/4 cup	1 slice 1 serving 1/2 cup 1/2 cup
Meat and Meat Alternates Lean meat or poultry or fish or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or Other nut or seed butters or Peanuts or soynuts or tree nuts or seeds* or Yogurt, plain or sweetened and flavored or an equivalent quantity or any combination or the above meat and meat alternates	1 oz. 1 oz. 1 egg 1/4 cup 2 tbsp. 1/2 oz. = 50% 4 oz.	1-1/2 oz. 1-1/2 oz. 1 egg 3/8 cup 3 tbsp. 1/2 oz. = 50% 6 oz.	2 oz. 2 oz. 1 egg 1/2 cup 4 tbsp. 1 oz = 50% 8 oz.

*** Can only be used to meet half the meat requirement at lunch or supper. Serve with caution to children under five because of the risk of choking.**

SUPPLEMENT (SNACK) MEAL PATTERN

COMPONENTS <i>(Choose 2 different components)</i>	AGES 1-2	AGES 3-5	AGES 6-12
Milk Milk, fluid	½ cup	1/2 cup	1 cup
Vegetables and Fruits Vegetables(s) and/or fruit(s) or Full-strength fruit or vegetable juice or an equivalent quantity of any combination of the above	1/2 cup ½ cup	1/2 cup 1/2 cup	¾ cup ¾ cup
Grains/Breads Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked cereal or Cooked pasta or noodle products or Cooked cereal grains or an equivalent quantity of any combination of grains/breads	1/2 slice 1/2 serving 1/4 cup or 1/3 oz. 1/4 cup 1/4 cup 1/4 cup	1/2 slice 1/2 serving 1/3 cup or 1/2 oz. 1/4 cup 1/4 cup 1/4 cup	1 slice 1 serving ¾ cup or 1 oz. 1/2 cup 1/2 cup 1/2 cup
Meat and Meat Alternates Lean meat or poultry or fish or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soynut butter or Other nut or seed butters or Peanuts or soynuts or tree nuts or seeds* or Yogurt, plain or sweetened and flavored or an equivalent quantity or any combination or the above meat and meat alternates	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 tbsp. 1/2 oz. 2 oz. or 1/4 cup	1/2 oz. 1/2 oz. 1/2 egg 1/8 cup 1 tbsp. 1/2 oz. 2 oz. or 1/4 cup	1 oz. 1 oz. 1 egg 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup

* *Serve with caution to children under five as food item may be a choking hazard*

✓ *Remember that an all-fluid snack is not creditable! You may not serve juice if you serve milk as the only other component of a snack.*



NEW MEXICO

Child and Adult Care Food Program

Summer Food Service Program



Foods served, as part of the CACFP/SFSP program, can be creditable or non-creditable. Some non-creditable foods may be served as an “extra or enhancement” to the CACFP/SFSP meal.

❑ **Creditable**

- 1) Foods that meet the requirements for CACFP/SFSP meal pattern components.
- 2) Foods that are found in the USDA Food Buying Guide, sections 1-4.
- 3) Creditable food categories include: fluid milk, grains/bread that are enriched or whole-grain, fruits and vegetables, and meat/meat alternates.

❑ **Non-Creditable**

Some foods are classified as “Other” or “Non-Creditable”. This means that they do not meet the USDA requirement for any component in the meal patterns of the food-based menu planning approaches.

- 1) “Other” foods are frequently used as condiments, seasonings, or enhancement to the meal. They are served and recorded as an “extra”.
- 2) Purchasing information on “Other” foods, can be found in Section 5 of the USDA Food Buying Guide.
- 3) Keep in mind that many of these food items are high in salt, fat, or sugar and provide little nutrition and “empty calories.” Consider carefully how often and in what amount you use them. Some examples are: butter, mayonnaise, barbecue sauce, coconut, cream cheese, jam, jelly or preserves, ketchup, salad dressings, and syrups.

❑ **Non-Reimbursable Expenses**

This category of foods is non-reimbursable. These are foods that may NOT be served, even as an “extra”. If these items are purchased, their cost will not be considered an allowable food cost.

Revised June 2012

Non-Creditable Food List:

These foods may not be served to meet any part of the CACFP/SFSP meal pattern requirements.

MEAT/MEAT ALTERNATES			
CHEESES -Cheese "product" -Imitation cheese of any kind -Powdered cheese	MEATS/FISH -Bacon -Chorizo -Cold Sandwich Meats not in USDA Food Buying Guide and without CN label -Pepperoni/Salami -Smoked snack sticks w/ beef & chicken -Beef/Turkey/Salmon Jerky -Pork Rinds -Wild game meats (if <u>not</u> USDA inspected) *Hot dogs or Frankfurters and Link Sausage such as Polish, Bratwurst, Italian or Vienna pose a choking hazard and are <u>not</u> recommended for children 1-5 years of age.	YOGURT or YOGURT PRODUCTS -Homemade Yogurt -Yogurt covered fruit/nuts -Frozen Yogurt Products NUTS and SEEDS -Acorns -Chestnuts -Coconut	EGGS -Pasteurized, dried, refrigerated or frozen, egg products that are not made from <u>whole</u> eggs VEGETABLE PROTEIN PRODUCTS -Tofu
VEGETABLES/FRUITS			
FRUITS -Banana chips -Fruit cobbler, pie filling, or pie -Fruit flavored frozen bars or Popsicles -Fruit Flavored Gummy Snacks Fruit flavored or plain gelatin	-Fruit jams, preserves, & jellies -Fruit leather or roll-ups - Fruit syrups - Popsicles (fruit flavored yogurt - or pudding pops)	JUICES -Any fruit beverage that is <u>not</u> 100% fruit juice such as: Lemonade, orangeade, fruit drinks, or beverages, cocktails, nectars, powdered drinks or sport drinks	VEGETABLES -Hominy -Posole corn
OTHER FOODS (USDA Food Buying Guide-Section 5)			
<i>Food items in this category may <u>not</u> be used toward the meal pattern requirements.</i>			
SNACK ITEMS			
<i>Corn nuts, popcorn, potato chips, pudding (canned or packaged), candy, coffee, gum, soda, and tea may <u>not</u> be used toward the meal pattern requirements.</i>			
Milk			
<i>The only item that is creditable toward the milk component is fluid, pasteurized milk. 2% or whole milk for children over the age of 2 years is <u>not</u> creditable for CACFP. Evaporated or non-fat dry (powdered) milk, sour cream, cream cheese, eggnog, or cream are <u>not</u> creditable as milk, but may be used as "other" foods.</i>			



Non-Reimbursable Food List:

If these items are purchased, their cost will not be considered an allowable food cost.

SNACK ITEMS				
Potato Chips* Popcorn* *Note: Food items may pose a choking risk to children				
MEAT/MEAT ALTERNATES				
Wild game meats (not USDA inspected)				
OTHER				
Candy	Coffee	Gum	Soda	Tea

Note: This list is designed to be used with the USDA Food Buying Guide for Child Nutrition Programs to determine the creditability of foods. It DOES NOT include every food that is non-creditable or non-reimbursable in the NM CACFP/SFSP.

Revised June 2012