Agreement to Furnish Food Service (Public Schools Only)

Complete and submit original to the State Agency, one copy to the School Food Authority (SFA) and retain one copy for your files.

Name of School Food Authority: _____

Street Address:_____ Mailing Address:_____

City, Zip:_____ City, Zip:_____

Telephone Number: (____)_____ Fax #: (_____)_____

In order to achieve the purpose of Section 17 of the National School Lunch Act, as amended, and the regulations governing the Child and Adult Care Food Program (CACFP), the

_____

(Institution or Facility's Name) (Agreement #)

_____

(Institution or Facility's Address)

(hereinafter referred to as the "Institution or Facility") and the School Food Authority (hereinafter referred to as the "SFA"), whose name and address appears above, agree to comply with the terms of this Agreement and all applicable federal and state laws, regulations, and policies governing the CACFP.

I. THE SFA AGREES:

A. Unit Price Schedule

The SFA shall provide the following meals in the estimated quantities to be delivered at location(s) stated on the attached Schedule A.

	Total Number of Operating Days		**Units Needed Per Day**		**Unit Price**		**Total**
Breakfast		x		x		=	
AM Snack		x		x		=	
Lunch		x		x		=	
PM Snack		x		x		=	
Supper		x		x		=	
					Total		

All meals served under this Agreement shall meet the meal pattern requirements of 7 C.F.R. §226.20. Deviation from the meal pattern shall be permitted only upon authorization of the Institution or Facility. Unit price must include food, milk, (if applicable), packaging, taxes, transportation, and all related costs.

B. Packaging

(a) Hot meal unit-packaging shall be suitable for maintaining meals at temperatures in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher. Hot meals shall be delivered at a temperature of 140°F (60°C).

(b) Cold meal unit or unnecessary to heat container and overlay shall be plastic or paper and be of non-toxic material. Cold meals shall be delivered at a temperature of 45°F (7°C).

(c) Cartons: Each carton is to be labeled to include:

- Processor's name and address
- Item identity, meal type
- Date of production, and
- Quantity of individual units per carton

(d) Meals shall be delivered with the necessary condiments, straws for milk (if applicable), napkins, and single service ware.

C. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

D. Food Specifications

(a) All meat and meat products, except sausage products shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound and sanitary on delivery. They must be free of objectionable odors or signs of deterioration. No preservatives, tenderizers, or coloring agents may be added to any fresh meat or fresh meat products. Imported fresh or frozen meat products are prohibited for any purpose.

(b) Milk and milk products are defined as "...pasteurized fluid types of unflavored or whole flavored milk, lowfat milk, skim milk or cultured buttermilk which meet state and local standards for such milk …." and must conform to specifications as prescribed by the appropriate department of the State of North Carolina. In Adult Day Care Institutions/Facilities milk also includes yogurt, natural cheese, and processed cheese.

E. Delivery Requirements

(a) Delivery will be made by the SFA to Institution(s)/Facility(ies) in accordance with the order from the Institution or Facility.

(b) Meals shall be delivered daily, unloaded, and placed in the designated site area by the SFA's personnel at the location(s) and time(s) listed in Schedule A.

(c) Adequate refrigeration/heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state and/or local health codes.

F. Record Keeping

(a) The SFA shall prepare at least two copies of every delivery ticket: one for the SFA and one for the Institution or Facility. Delivery tickets must be dated and itemized to show the number of meals (or the quantity of each food item, if food is in bulk) delivered to each Institution or Facility.

(b) The SFA shall maintain invoices, receipts, delivery tickets, purchase orders, production records and any other records pertaining to this Agreement that are needed by the Institution or Facility to comply with 7 C.F.R. Part 226. Such records shall be submitted to the Institution or Facility no less frequently than monthly.

(c) The record retention schedule of the North Carolina Department of Health and Human Services (the "State Agency") requires all records related to this Agreement to be retained for a minimum of three years following completion or termination of the Agreement. Policy further requires records to be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action or other action involving this Agreement has been started before expiration of the three year retention period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three year period, whichever is later. Therefore, the SFA shall not destroy, purge or dispose of records related to the Agreement without the express written consent of the Institution or Facility and the State Agency.

(d) The SFA agrees to provide the Institution or Facility, the North Carolina State Auditor, the State Agency, and all applicable federal agencies, or their agents, with access to persons and records for the purpose of monitoring, evaluating, or auditing this Agreement and the SFA's performance, and for all other purposes required by law, regulation or policy.

G. Method of Payment

The SFA shall submit an itemized monthly invoice by the last day of the month covered by the invoice. No payment shall be made unless the required delivery receipts have been forwarded as herein specified and signed by the SFA's authorized representative.

H. Inspection of Facility

The SFA shall maintain all required Federal, State or local health certifications for the plant in which it prepares CACFP meals, and shall ensure compliance with health and sanitation laws. In addition, the Department of Health and Human Services ("State Agency") may require the SFA to require CACFP meals prepared by it to be inspected periodically by the local health department or an independent agency to determine bacterial levels in the meals. These bacterial levels shall conform to the

standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the Institution or Facility and to the State Agency.

I. Emergencies

The SFA is required to immediately notify the Institution or Facility by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not subsequent deliveries will be affected.

J. Reporting Requirements

The Division has determined that this is a contract for purchase of goods and services, and therefore is exempt from the reporting requirements.

II. THE INSTITUTION OR FACILITY AGREES:

A. Payment for Meals

The Institution or Facility agrees to pay the SFA the unit prices shown in Paragraph I.A. for meals actually delivered that meet the meal pattern requirements of 7 C.F.R. § 226.20 and that comply with all other terms of this Agreement.

B. Delivery Ticket

An authorized representative at the Institution or Facility shall check the number and the adequacy of meals received before signing the delivery ticket.

III. THE INSTITUTION OR FACILITY AND SFA MUTUALLY AGREE:

A. Modification of Meal Order

The Institution or Facility reserves the right to increase or decrease the number of meals ordered with 48 hours' notice, or less, as mutually agreed upon between parties of this Agreement.

B. Change in Unit Price

The Unit Price for each meal is in effect for the duration of this Agreement. In the event that the federal reimbursement rate for meals increases, the SFA may petition for an increase in the per meal charge annually at the time of Agreement renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied, such as the food away from home series of the Consumer Price Index (CPI). Any change in total unit cost that occurs shall be negotiated and noted by in the agreement renewal.

C. Right to Reject Meals

The Institution or Facility reserves the right to examine and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Agreement. The SFA shall not be paid for unauthorized changes, incomplete meals, meals not delivered within the specified delivery time, and meals rejected because they do not comply with the specifications. The Institution or Facility reserves the right to obtain meals at a fair and reasonable price from other sources if meals are rejected due to any of the stated reasons. The SFA will be responsible for any cost variation. The Institution or Facility inspecting meals shall notify the SFA in writing as to the number of meals rejected and the reasons for rejection within 48 hours, or less, as mutually agreed upon between parties of this Agreement.

D. Change in Delivery Site(s)

The Institution or Facility reserves the right to add or delete sites. This shall be done in writing by modification to the Agreement signed by all parties and shall be done not less than one week prior to the required date of service.

E. Invoices

Invoices shall be accepted by the Institution or Facility only if signed by the SFA's representative.

F. Delivery of Meals

The Institution or Facility is under no obligation to pay for meals delivered at times other than the designated meal service delivery time for those meals, as specified in Schedule A to this Agreement. Similarly, the Institution or Facility is under no obligation to pay for meals delivered to any sites other than those specified in Schedule A to this Agreement.

G. Cancellation of Orders

The Institution or Facility reserves the right to cancel orders if it gives the SFA at least 48 hours notice. Deliveries shall be accepted and paid for in situations wherein notification to the SFA was not made in time to "Hold" or "Recall" deliveries.

H. Termination or Modification of Agreement

This Agreement may be terminated by mutual agreement of the parties at any time. The Institution or Facility or SFA may

terminate this Agreement for cause or convenience upon thirty (30) days' written notice.

This Agreement may be modified upon thirty (30) days' written notice in order to comply with any new legislation, regulations or policies governing the CACFP.

I. Entire Agreement

This Agreement and any documents incorporated specifically by reference, including Attachments A and B, represent the entire agreement between the parties and supersede all prior oral or written statements or agreements.

J. Amendment

This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the SFA and the Institution or Facility.

K. Effective Period

This Agreement shall be effective upon the date the agreement is signed by the SFA and the Institution or Facility and shall expire September 30, 2010; provided, however, this Agreement is binding on the SFA as long as it receives assistance or retains possession of any assistance from the USDA or the State Agency.

FRAUD PENALTY

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are the subject of a grant or other form of assistance, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property to personal use or gain, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of $100 or more, be fined not more than $25,000 or imprisoned not more than five years, or both, or, if such funds, assets, or property are of a value of less than $100, shall be fined not more than $1,000 or imprisoned for not more than one year, or both.

The information in this Agreement submitted on behalf of the SFA is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

NONDISCRIMINATION

In accordance with Federal law and U.S. Department of Agriculture policy, this Institution or Facility is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights 1400 Independence Avenue, SW Washington, DC, 20205-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

SIGNATURE WARRANTIES

Each individual signing below warrants that he or she is duly authorized to sign this Agreement and to bind the party for whom he or she signs to the terms and conditions of this Agreement.

_____

Signature of Authorized Institution/Facility Representative

_____ _____

Title Date

The undersigned represents the SFA and has the authority to contract for and on behalf of said SFA. The undersigned further represents that s/he has read, understands, and agrees to the terms of this Agreement.

_____

Signature of School Food Authority Authorized Representative

_____ _____

Title Date

SCHEDULE A

The SFA shall provide management supervision at time of delivery to maintain constant quality control inspections to check for portion size, appearance, and packaging in addition to the quality of products.

SITES WHERE MEALS WILL BE PROVIDED

NAME AND ADDRESS OF SITE	TYPE OF MEAL	QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL