

Agreement Number: CC96Y010 CACFP Organization Name: NEICAC
Site Name(s): New Hampton HS Site Number(s): 1004
(list all) (list all)

Instructions: Complete this agreement if meals are purchased from a non-profit hospital, childcare, congregate meal site, or school food service. Make copies as needed before completing if your CACFP organization is contracting with more than one organization. Upload, fax, mail or email the signed contract(s) to the Iowa Department of Education, Bureau of Nutrition and Health Services (State agency) annually or when changes occur. Keep a copy for your files.

Food Service Agreement
Between Non-profit Food Service and CACFP Organizations

IT IS AGREED this 26 day of July, 20 16, by and between NEICAC New Hampton HS
(Child/Adult Care Organization)
hereinafter referred to as the Organization, and the New Hampton CSD
(Name of School District)
hereinafter referred to as the District, IN THE COUNTY OF Chickasaw, STATE OF IOWA.
WHEREAS, the Organization is operating at 201 N Locust; and
(address)
WHEREAS, the District has food preparation facilities and is providing food services to the WHCSD school
(public or nonpublic)
in New Hampton, Iowa;
(city)

WHEREAS, it is feasible for the District to provide a food service program, pursuant to the minimum requirements as prescribed by the United States Department of Agriculture (USDA) and the Iowa Department of Education in compliance with the regulations of the Child and Adult Care Food Program (CACFP), to serve enrolled children/adults attending the Organization.

IT IS THEREFORE AGREED:

1. That the District agrees to serve, on a non-profit basis, wholesome, nutritious, appetizing meal(s) which meet minimum requirements as prescribed by the USDA and the Iowa Department of Education. Menus must be in compliance with the attached (check one):
 - a. the new CACFP meal pattern or
 - b. the old CACFP meal pattern or
 - c. USDA's traditional food-based menu planning method for schools
(Group I ages 1-2 preschool and Group II ages 3-4 preschool) or
 - d. USDA's new food-based menu planning method for schools
2. The District is to order the food and prepare the meal(s), to be served in a mutually agreed upon manner, so that the foods will be at the proper temperatures, in a palatable condition, and follow the same menu planned for the District unless changes have been agreed upon by both parties. The District agrees that meals are to be prepared and delivered under sanitary conditions as outlined in the sanitation guidelines of the Iowa Department of Inspections and Appeals or local health department.
3. The District will provide standardized recipes that include the yield, planned serving size and component contribution for mixed dishes, including but not limited to casseroles and salads, that provide more than one meal component. The District will also provide Child Nutrition (CN) labels or signed product formulation statements for commercial combination foods, including but not limited to meat products that are not 100% meat, fish sticks, chicken nuggets, and pizza. The recipes and labels must be provided one time and whenever menu items change.
4. The Organization shall pay the District following amounts where applicable:

\$ <u>2.25</u> a. per enrolled participant served lunch	\$ <u>2.25</u> b. per center personnel served lunch
\$ _____ c. per enrolled participant served breakfast	\$ _____ d. per center personnel served breakfast
\$ _____ e. per enrolled participant snack	\$ _____ f. per center personnel served snack

Check and complete as applicable

Meals will be provided: with milk or without milk (check one).
(Milk must be skim or 1% for participants over age 2 and whole milk for 1-2 year olds.)

delivery fee of \$8⁰⁰/day

The meal price includes: paper products , delivery , special diets , non-dairy beverages

_____ other (attach supporting documentation or specifications if needed).
 (check box and specify if applicable)

In the event the District board determines it advisable and necessary to increase the per meal charges in the regular foodservice program of the District, a corresponding increase will be added to the Organization charge. It is further understood that if a decrease in prices occurs, the per-meal charge to the Organization will be reviewed. The prices charged reflect the cost of preparing and serving these meals. If the school receives commodities from the USDA, the charge listed should reflect the value the commodities used in the preparation of those meals.

Indicate the estimated number of vended meals needed for each site, and the name(s)/address(es) of site(s) receiving those meals:

Meal	Daily estimated number needed	Site and address	Time of delivery or pickup
Breakfast	_____	_____	_____
AM snack	_____	_____	_____
Lunch	20	201 N Locust	_____
PM snack	_____	New Hampton, IA 50659	_____
Supper	_____	_____	_____

(add additional sheets if necessary)

5. The District will include a completed food production record with the food delivered each day to document the amount of food prepared.
6. The District shall submit invoices not less frequently than monthly to the CACFP organization.
7. The Organization shall keep records required by the USDA regulations and the Iowa Department of Education, Bureau of Nutrition and Health Services, submit claims and reports pursuant to said rules and regulations, and maintain required standards for food safety and sanitation.
8. The term of this agreement shall be from 7 day of Sept, 2016, to and including the 22 day of May, 2017.
9. The District shall provide services pursuant to this agreement on each day the District food service department is operating. The Organization shall provide a schedule of the days when the Organization will be in session.
10. This agreement may be terminated by either party with thirty (30) calendar days written notice. Neither party to this agreement shall be liable to the other for damages caused by cancellation pursuant to this agreement.
11. Meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet quality or CACFP meal pattern requirements stated in this contract, will not be purchased nor money exchanged.
12. In performance of services pursuant to this agreement, the District shall not be an employee of or under the supervision of the Organization, but shall be an independent contractor. The District agrees to identify and hold harmless the Organization from damage or injury, which may be sustained by any of the children/adults or personnel arising out of the food services provided by the District.

<u>Mary C. Henry</u>	<u>Executive Director</u>	<u>7-26-16</u>
Authorized Representative of Organization	Title	Date Signed
_____	_____	_____
Authorized Representative of District	Title	Date Signed

Attachments: Old and new CACFP Meal Patterns – Infants, 1-12 Years, Adult Care
 USDA's Traditional Food-based Menu Planning Approach and New Final Rule Nutrition Standards (schools)

This institution is an equal opportunity provider.