STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

THIS ENTERED INTO ON THIS DAY OF **AUGUST 26** (MONTH), **2019** (YEAR) BY AND BETWEEN **HARBOR HOUSE MINISTRIES** (NAME OF AGENCY), HEREINAFTER REFERRED TO AS THE AGENCY, AND **SAN LEANDRO UNIFIED SCHOOL DISTRICT FOOD SERVICES** (NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY), HEREINAFTER REFERRED TO AS THE VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPANTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR Harbor House Ministries (NAME OF SITE (ATTACH SHEET IF MULTIPLE))

   MEALS WILL BE PICKED UP AT Bancroft Middle School, 1150 Bancroft Ave. 94577 (ADDRESS)

   EACH Monday8:30 am (Mon-Tues meals) and Wednesday 12:30pm (Wed&Thurs Meals (* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE), IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND

   AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	$ N/A	EACH	LUNCH	$ N/A	EACH
SUPPLEMENT/SNACK	$ N/A	EACH	SUPPER	$ $3.25	EACH

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

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3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.

4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, SECTION 226.20.

5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.

6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.

7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.

8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME.

9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10 DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR 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 THIS AGREEMENT.

10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.

11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.

12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.

13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

* Negotiable time frame.

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THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

   WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. THE AGENCY SHALL PROVIDE THE VENDOR WITH A LIST OF APPROVED SERVING LOCATIONS TO BE FURNISHED MEALS BY THE VENDOR AND THE NUMBER OF MEALS, BY TYPE, TO BE DELIVERED TO EACH LOCATION.

2. REQUEST BY TELEPHONE NO LATER THAN 8:00am on Monday & 8:00 am on Wednesday (TIME OF DAY AND DAY OF WEEK) AN ACCURATE NUMBER OF MEALS TO BE DELIVERED TO THE AGENCY ON EACH Monday & Wednesday (WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE). NOTIFY THE VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.

3. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.

4. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN The Following pick-up day (TIME EACH DAY).

5. NOTIFY THE VENDOR WITHIN 10 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.

6. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame.

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7. PAY THE VENDOR BY THE 30 DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE.

8. THE MEALS SERVED UNDER THE CONTRACT SHALL CONFORM TO THE CYCLE MENUS UPON WHICH THE CONTRACT WAS BASED, AND TO MENU CHANGES AGREED UPON BY THE AGENCY AND VENDOR.

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING August 1, 2019 AND SHALL BE FOR A PERIOD
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, SECTION 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE: CACFP SUPPER

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	AGENCY OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	**AGENCY OFFICIAL NAME (PLEASE TYPE)**
CLELL HOFFMAN	KACIE STRATTON
TITLE	**TITLE**
Director of Food Services	EXECUTIVE DIRECTOR
TELEPHONE NUMBER	**TELEPHONE NUMBER**
510-667-3508	510-534-0165 x203
DATE	**DATE**
6/17/2019	

SCHEDULE B—NSD 2050B

CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
BREAKFAST, LUNCH, AND SUPPER	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK[1] **OR** FORMULA[2]	6 TO 8 FL OZ BREAST MILK[1] **OR** FORMULA[2] **AND** 0 TO 4 TABLESPOON (TBSP) INFANT CEREAL[2, 3] MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS **OR** COOKED DRY PEAS **OR** 0 TO 2 OZ CHEESE **OR** 0 TO 4 OZ (½ CUP) YOGURT[4] **OR** COMBINATION OF THE ABOVE[5] **AND** 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH[5, 6]
SNACK	4 TO 6 FL OZ BREAST MILK[1] **OR** FORMULA[2]	2 TO 4 FL OZ BREAST MILK[1] **OR** FORMULA[2] **AND** 0 TO ½ SLICE BREAD[3, 7] **OR** 0 TO 2 CRACKERS[3, 7] **OR** 0 TO 4 TBSP INFANT CEREAL[2, 3, 7] **OR** READY-TO-EAT BREAKFAST CEREAL[3, 5, 7, 8] **AND** 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH[5, 6]

[1] Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

[2] Infant formula and dry infant cereal must be iron-fortified.

[3] Beginning October 1, 2019, OZ equivalents (eq) are used to determine the quantity of creditable grains.

[4] Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

[5] A serving of this component is required when the infant is developmentally ready to accept it.

[6] Fruit and vegetable juices must not be served.

[7] A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

[8] Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

CERTIFICATION

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, *Code of Federal Regulations* (7 *CFR*), Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE

AGENCY NAME