

North Carolina Department of Health and Human Services
 Division of Child and Family Well-Being
 Community Nutrition Services Section
 CHILD AND ADULT CARE FOOD PROGRAM



Annual Renewal for Food Service Contract

For Institutions and facilities renewing original CACFP Food Service Contracts

Complete and submit original to the State agency, one copy to the Food Service Management Company (FSMC) or School Food Authority (SFA) and retain one copy for your files.

Name of FSMC/SFA: _____

Street Address: _____ Mailing Address: _____

City, State, Zip: _____ City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Type of Food Service Management Company (if applicable): Public Private

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's or Facility's Name)

 (Agreement #)

 (Institution's or Facility's Address)

(hereinafter referred to as the "Institution or facility") and the Food Service Management Company (hereinafter referred to as the "FSMC") or School Food Authority (hereinafter referred to as the "SFA") whose name and address appear above, agree to comply with the terms of this Agreement and all applicable Federal and State laws, regulations, and policies governing the Child and Adult Care Food Program (CACFP).

A. Renewal of Contract

The Institution or facility and the FSMC or SFA mutually agree to renew the original contract for the term indicated below, not to exceed one year. An Institution or facility may renew the original contract **up to four times**, for a total of five years including the original contract. The original contract is the first year of the Food Service Management contract, which was competitively procured and specified the terms for contract renewals.

This is the _____ year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: _____ End Date for Renewed Contract: _____

Contract Type	Beginning Date	Ending Date
Original		
Renewal #1		
Renewal #2		
Renewal #3		
Renewal #4		

B. Unit Price Schedule

The institution and the FSMC or SFA have mutually agreed to the unit prices as shown below. The maximum increase to unit prices from the previous year must not be more than the *Consumer Price Index (CPI-U), Food Away from Home, Southeast Region*, for the current year. The FSMC or SFA shall provide the following meals in the estimated quantities to be delivered at the location(s) stated on the original contract.

Renewed Contract Unit Price Schedule

	Total Number of Operating Days	X	Units Needed Per Day	X	Unit Price \$	=	Total
Breakfast		X		x		=	
AM Snack		X		X		=	
Lunch		X		X		=	
PM Snack		X		X		=	
Supper		X		X		=	
LPM Snack		X		X		=	
					Total	=	

All meals served under this Agreement shall meet the meal pattern requirements of [7 Code of Federal Regulations \(CFR\) 226.20](#). Individual changes to the meal pattern are permitted if the institution or facility has received a completed Medical Statement for Meal Modifications to accommodate participants with medical conditions. Unit price must include food, milk (if applicable), packaging, taxes, transportation, and all related costs.

C. Revised Program Requirements

The FSMC or SFA agrees to meet all CACFP requirements including requirements that become effective during the renewed contract year.

D. Termination

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

E. Terms and Conditions

All other terms and conditions remain in effect from the original contract.

F. Civil Rights Assurance

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant

received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the _____, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the _____].

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 U.S. Department of Agriculture (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 \$10,000 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.

This Agreement is binding on the FSMC or SFA as long as it receives assistance or retains possession of any assistance from the USDA and the State agency.

This information in this Agreement submitted on behalf of the FSMC or 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.

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 or Facility Representative

Representative's Title

Date

The undersigned represents the Food Service Management Company or SFA and has the authority to contract for and on behalf of said Food Service Management Company or School Food Authority. The undersigned further represents that he or she has read, understands, and agrees to the terms of this Agreement.

Signature of Food Service Management Company or School Food Authority Authorized Representative

Representative's Title

Date

Delivery Schedule

Please use this Delivery Schedule to update any changes to locations or delivery times.

FACILITY(IES) WHERE MEALS WILL BE PROVIDED

#	NAME AND ADDRESS OF FACILITY(IES)	TYPE OF MEAL	QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				