

Contract Between

Van Buren County School System
And
UCHRA-Van Buren County Head Start

This agreement is made pursuant to the Child and Adult Care Food Program (CACFP) which is funded by the Tennessee Department of Human Services (DHS) and the U.S. Department of Agriculture (USDA). This agreement is entered into by and between the Upper Cumberland Human Resource Agency, herein referred to as the **Agency**, and the Van Buren County School System, herein referred to as the **Contractor**.

This agreement is for the provision of food service under the CACFP, and is subject to the following conditions:

A. The Contractor Agrees:

1. To provide In-kind services(In Kind contributions are gifts of goods or services donated to our program as Non-Federal Match.) to the UCHRA-Van Buren County Head Start as follows:

a. Nutritionist.....10% X yearly salary

The nutritionist is to oversee the cook/kitchen/meals operations.

Responsibilities include:

aa. To have public health certification for the facility in which it prepares meals for use by the Agency; to ensure that public health and sanitation requirements are met at all times; to allow inspections of its facility and meal delivery process by public health officials or a representative of the TN Department of Human Services.

ab. Develop/provide monthly menus aligned with CACFP(3-5 year) standards and Head Start Performance Standards.

ac. To ensure that meals provided meet CACFP and Head Start requirements at the Agency's Head Start Center.

ad. To deliver or provide food component substitutes for children with allergens or other special needs as identified on a 504, or Individual Health Plan.

ae. To ensure inventory, order goods, and maintain the equipment needed for food services..

af. To maintain such records, supported by invoices, receipts or other evidence, as the Agency will need to meet its responsibilities under the CACFP; including menu records which specify the amount of food prepared, and the number of meals delivered or provided by type.

ag. To allow the inspection and audit of its books and records pertaining to the Agency's food service operation at any reasonable time and place by any of the following representatives :

Tennessee Department of Human Services

Tennessee Comptroller of the Treasury

U.S. Department of Agriculture

U.S. General Accounting Office

for a period of seven (7) years from the receipt date of final payment under this agreement. Also, in any such cases where the Tennessee Department of Human Services or the U.S. Department of Agriculture, or their representatives' findings remain unresolved, and until such time as the audit is resolved.

ah. If meals are prepared on site, Contractor agrees to provide a cook -who will prepare, deliver, set up the family style meals and conduct meal service clean up (IE: Dishes, kitchen surfaces) at no cost to

the Agency. In the absence of a regular cook, the contractor will be responsible for providing a substitute cook. Contractor is responsible for the training and supervision of the cook.

ai. If meals are prepared off site, Contractor agrees to provide a kitchen worker to deliver and set up the family style meals. In the absence of a regular kitchen worker, the contractor will be responsible for providing a substitute kitchen worker. Contractor is responsible for the training and supervision of the kitchen worker.

b. Cook/kitchen worker.....5.5 hours per day x hourly rate x 165 days, Monday - Friday.

**However, inclusive in the agreed upon 165 days, is built in clean-up/set up days: 160 school days with additional days for prep time for start up, cleaning during closing at Dec. & shutdown for summer.*

The cook/kitchen worker is to implement the kitchen/meals operations.

Responsibilities include:

ba. To ensure that meals are prepared in accordance with health safety standards.

bb. To ensure that the meals provided meet CACFP and Head Start requirements at the Agency’s Head Start Center.

bc. To deliver or provide uniform meals with or without milk, as required by DHS, in accordance with 7 CFR Part 226.6(I)(II).

bd. To deliver or provide food component substitutes for children with allergens or other special needs as identified on a 504, or Individual Health Plan.

be. To conform to menu changes agreed upon by the Agency and the Contractor.

bf. To complete all meal preparation and conclusion clean up. (Dishes, kitchen surfaces)

bg. To ensure inventory, order goods, and maintain equipment needed for food services.

bh. To promptly submit invoices to the Agency for meals delivered, at least once a month.

B. The Agency Agrees:

1. To submit a reimbursement claim to CACFP, upon receipt of meals delivery invoice.

2. To pay the Contractor for the meals delivered at the indicated cost per plate listed below:

<i>Breakfast</i>	<i>Lunch</i>		<i>Snack</i>
	Child	Adult	
\$1.71 ea.	\$3.18 ea.	\$3.50 ea.	\$.86 ea.

3. To maintain open communication with Contractor upon which to relay any allergens, 504, IEP, and other necessary data to allow for contractor to ensure meals are provided accordingly.

Confidentiality:

Both the Van Buren County School System and the UCHRA Van Buren County Head Start Program shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

This contract may be terminated by either party by giving written notice to the other at least fifteen (15) days before the effective date of termination. In the event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory and authorized meals served as of the termination date.

If the Contractor fails to fulfill in a timely and proper manner its obligation under this agreement, or if the Contractor shall violate any terms of this agreement, the Agency shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by virtue of any breach of this agreement by the Contractor.

This agreement is for the period beginning July 1, 2021 and ending June 30, 2022.

By entering into this contract we agree to adhere to all the code of conduct standards of the UCHRA Van Buren County Head Start and certificate of liability shall be maintained.

Van Buren County School System

Van Buren County Head Start

Date

Executive Director Date

Date

Director Date

Health Specialist Date