

CACFP FSMC/COMMERCIAL VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS

Indiana Department of Education/School and Community Nutrition

THIS AGREEMENT is executed between:

, referred to as "the Vendor", AND

HI Jill's House, LLC

, referred to as "the Institution"

Jill's House Intergenerational Preschool

For meals served at: See Site List

Jill's House Intergenerational Preschool – 751 E. Tamarack Trail, Bloomington, IN 47408

The Vendor agrees to operate in accordance with CACFP regulation 7 CFR 226 and the terms of this agreement, A-F below:

- A. That its food preparation facility is adequate to prepare the required lunch meal Monday through Friday.
- B. Has a current federal, state, or local health certification (will provide a copy upon the Institution's request)
- C. Adheres to the federal, state and local health and sanitation requirements
- D. Will provide lunch meals that contain the required meal components and minimum portions for the specific age groups in order to qualify for reimbursement in accordance with the current CACFP Meal Pattern. Follow the links below for copies of the applicable meal patterns for the CACFP:

Infant Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_infantmealpattern.pdf

Child Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

Adult Meal Pattern: https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_adultmealpattern.pdf

- E. Will record the following information (1-3) for each lunch meal (at minimum):

- 1. The number of meals provided/delivered (*located on the Cambro cart*)
- 2. All foods provided to meet the required meal components of each meal;
- 3. The actual serving sizes for each food item; and

- F. Will provide the following documentation to the Institution:

- 1. Dated menus for all lunch meals (provided to Institution in advance)
- 2. At least one of the following documents listing the information specified in E (1-4 above), either prior to OR at the time of delivery or pick-up:

- | | | |
|----------|-------------------------------------|---|
| CHECK | ☒ | Daily delivery slip records |
| AT LEAST | ☐ | Other documentation that adequately provides quantity information of food items |
| ONE BOX | | |

Specify:

- 3. As applicable to combination foods that will be served:

Combination foods are those that contain more than one food component (i.e. both meat & grain)

- | | | |
|----------|-------------------------------------|---|
| CHECK | ☐ | Child Nutrition (CN) Labels or equivalent documentation providing the meal pattern contribution information per serving (<i>i.e. for commercially prepared breaded meats, ravioli, pre-cooked meat</i>); and/or |
| AT LEAST | ☒ | Standardized Recipes for in-house prepared dishes (<i>i.e. chicken noodle casserole, tater tot casserole</i>); or |
| ONE BOX | ☐ | Not Applicable (combination foods, either commercially prepared or prepared in-house, will not be provided as part of the meals/snacks.) |

THE INSTITUTION AND VENDOR MUST:

THE BOOKS AND RECORDS OF THE VENDOR PERTAINING TO THE INSTITUTION'S FOOD SERVICE OPERATION SHALL BE AVAILABLE FOR INSPECTION AND AUDIT BY REPRESENTATIVES OF THE STATE AGENCY, OF THE DEPARTMENT, AND OF THE US GENERAL ACCOUNTING OFFICE AT ANY REASONABLE TIME AND PLACE, FOR A PERIOD OF ONE YEAR FOR THE DATE OF RECEIPT OF FINAL PAYMENT UNDER THE AGREEMENT, IN IN CASE WHERE AN AUDIT REQUESTED BY THE STATE AGENCY OR THE DEPARTMENT REMAINS UNRESOLVED, UNTIL SUCH TIME AS THE AUDIT IS RESOLVED.

The Institution agrees to its responsibility for monitoring the Vendor for compliance with the terms of this agreement, including the review of the Vendor's meal documentation, as specified in section F1-F4 above, to assure that the provided meals meet the CACFP meal pattern requirements prior to submitting CACFP reimbursement claims for these meals. The Institution may only claim meals/snacks that are fully compliant with the meal pattern.

G.	The Vendor will provide the following prepared meals:	☐ Breakfast ☐ AM Snack ☒ Lunch ☐ PMSnack ☐ Supper ☐ Evening Snack	
H.	Lunch Meals will be:	☐ Unitized (individual packaged meals) <i>Unitized Meals Required for Outside School Hours Meals</i>	☐ Non-unitized
I.	Milk will be:	☐ Provided by the Vendor ☒ Must be purchased by the Institution	
J.	Lunch meals will be:	☒ delivered ☐ picked up	by the ☐ Vendor ☒ Institution at <u>11:55a-12p</u> (Time of delivery/pickup)
K.	Proper containers to maintain required temperatures of food while in transit will be provided by:	☒ Vendor ☐ Institution (check one)	
L.	Meal substitutions for participants with special dietary needs will be provided by:	☐ Vendor ☒ Institution (check one)	

USDA Assurance of Civil Rights Compliance

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

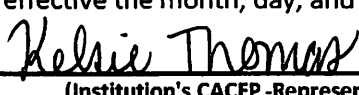
property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, 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 Sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 Sponsor, 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 Sponsor.

Indiana Assurance of Civil Rights Compliance

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

THIS AGREEMENT IS EFFECTIVE AS OF		<u>5-17-22</u>	UNTIL	
		(Date)		(Date)
It may be terminated by written notice by either party to the other at least sixty (60) days prior to the date of termination. The following parties have executed this Agreement, effective the month, day, and year specified above.				
				
(Vendor Representative)		(Institution's CACFP -Representative)		
<u>Director of Operations</u>	<u>5-17-22</u>	<u>Director</u>	<u>5/17/22</u>	
(Title)	(Date)	(Title)	(Date)	

3/2021