

Renewal Requirements for Catered Meal Service

Child Care Food Program

FFY 2024-2025

Bureau of Child Care Food Programs
4052 Bald Cypress Way, Bin #A-17
Tallahassee, Florida 32399-1727

Phone: 850.245.4323

Fax: 850.414.1622

Web site: www.floridahealth.gov/ccfp

July 2024

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

Table of Contents

Definitions	5
Catering Contract Renewal	6
Children with Disabilities	8
CCFP State Office's Role in Contract Administration	8
General Requirements of Institution or Facility	9
Catering Contract Submission Checklist.....	10
ATTESTATION	11

Insert flowchart here.

Definitions

1. Addendum: An agreed upon addition to a contract signed by all parties to the original contract which details the specific terms, clauses and sections and definitions to be changed in the contract, but otherwise leaves it in full force.
2. Amendment: A formal or official change made to the catering contract which can add, remove, or update parts of the agreement, which may modify the terms of the contract.
3. Bid: A formal or informal offer to perform catering service in accordance with the specifications and conditions of the governing contract for a set, stated price.
4. Bulk food (bulk): Ready-to-eat foods that will be portioned by Institution or Facility before serving.
5. Child care center: Any public or private nonprofit Institution or Facility (except day care homes), or any for-profit center that is licensed or approved to provide nonresidential child care services to enrolled children, primarily of preschool age, including but not limited to day care centers, neighborhood centers, Head Start centers, and organizations providing day care services for children with disabilities. Child care centers may participate in the Child and Adult Care Food Program authorized by Section 17 of the National School Lunch Act (the Program) as independent centers or under the auspices of a sponsoring organization.
6. Child Care Food Program (CCFP): The portion of the Child and Adult Care Food Program enacted in Section 17 of the National School Lunch Act authorizing assistance to states through grants-in-aid and other means to initiate, maintain, and expand non-profit food service programs for children in nonresidential institutions that provide care. The CCFP is intended to enable such institutions to integrate a nutritious food service with organized care services for enrolled participants. Reimbursement payments for allowable costs are made under the CCFP by the state to the Institution that in turn is required to pay for meals received.
7. Contract: A legally enforceable agreement duly executed by the authorized representative of the Institution or Facility and the Caterer that calls for the provision of meals, supplies and services by the Caterer in accordance with all the conditions and specifications in the contract for a price to be paid by the Institution. The contract is solely between the Institution or Facility and the Caterer. The CCFP is in no way liable as an active participant in or a party to the Catering Contract between the Caterer and Institution.
8. Cycle menu: A standard list of food items organized into daily meals meeting the United States Department of Agriculture (USDA) meal pattern. Cycle Menus are provided in specific sequence and arrangement to vary the diet of CCFP participants and remain in compliance with the USDA meal pattern standards.
9. Executed contract: A contract that has been signed and dated by both parties (authorized representatives of the Institution or Facility and Caterer). In those instances where the quoted or bid price for service under the original contract equals or exceeds \$50,000, if such contract is intended to support claims for CCFP meal reimbursement, it may not be executed until it is approved by the CCFP State office and must be so approved prior to the parties executing and commencing service under that contract for CCFP meal disbursements.
10. Facility: A sponsored child care center.
11. Florida Department of Health (Department): The principal administrative unit that protects and promotes the health of all people in Florida through organized state and community efforts, including cooperative agreements with counties.
12. Food service management company: Also known as caterer – An organization other than a public or private nonprofit school, with which an Institution or Facility may contract for preparing and, unless otherwise provided for, delivering meals, with or without milk for use in the CCFP
13. Highly susceptible population: As defined in the FDA Food Code and adopted by reference in Florida Administrative Code Rule 61C-1.001, means persons who are more likely than other people in the general population to experience foodborne disease because they are preschool age children and obtaining food at a facility that provides services, such as child day care center.

14. Institution: A sponsoring organization, child care center, at-risk afterschool care center, outside school hours care center, or emergency shelter which enters into an agreement with the Department to assume final administrative and financial responsibility for Program operations.
15. Licensing or permitting authority: Includes the Florida Department of Business and Professional Regulation (DBPR) which regulates restaurants, most mobile food vehicles, and most public food service events; the Florida Department of Agriculture and Consumer Services (FDACS) that generally regulates whole-sale food operations, convenience stores, grocery stores, food processing operations, food storage or warehouse operations, and non-alcoholic beverage operations; and the Florida Department of Health which regulates food service establishments such as food service operations located in institutional settings (schools, assisted living facilities, detention facilities, adult day care, etc.), civic and fraternal organizations, bars and lounges that do not prepare food, and theatres, to help ensure their products are not a source of foodborne illness.
16. Potentially Hazardous Food: Any food that requires time-temperature control (refrigeration or hot holding) and contains in whole or in part: milk, milk products, eggs, meat, poultry, fish, cooked plant food (rice, beans, vegetables, and baked potatoes), tofu, other soy -protein products, mushrooms, cut melon, and cut tomatoes.
17. Pre-assembled: Foods that are delivered as ready to eat items and do not require the Institution or Facility to assemble onsite, such as sandwiches, wraps, tacos, etc.
18. Quotation (or quote): The informal statement of a price at which a prospective Caterer is prepared to deliver specified services.
19. Sponsoring organization: As defined by 7 C.F.R. § 226.2, a public or nonprofit private organization that is entirely responsible for administration of the CCFP in one or more day care homes; a child care center, emergency shelter, at-risk afterschool care center, or outside-school hours care center that is a legally district entity from the sponsoring organization; two or more child care centers, emergency shelters, at-risk afterschool care centers, or outside-school-hours care center; or any combination of child care centers, emergency shelters, at-risk afterschool care centers, outside-school-hours care centers, and day care homes; or an organization that is entirely responsible for administration of the CCFP in any combination of two or more for-profit child care centers, at-risk afterschool care centers, or outside-school-hours care centers, which are part of the same legal entity as the sponsoring organization.
20. Thermal Transport Container: Insulated food transport containers suitable to transport hot or cold food safely at proper temperatures for at least four hours without electricity.
21. Unitized Food: ready-to-eat, pre-portioned foods.

Catering Contract Renewal

Neither the Institution or the Facility, or the Caterer, is required or obligated to renew the catering contract. The Catering Contract is only to be renewed if both parties agree to do so. A renewal is by mutual consent of both parties (the Institution or Facility and the Caterer) and uses the Standard Catering Contract.

Catering Contract periods are based on the Federal Fiscal Year (FFY), which is October 1 through September 30. Catering Contracts are updated every year, along with attachments and menus. When a Catering Contract is renewed, *the current contract must be used for the renewal.*

Catering contracts cannot be renewed after the current contract ending date of September 30th. If the current Catering contract (original or renewal) has expired, the Institution or Facility will need to go out for bids. Informal or Formal procurement requirements will depend on your Institution's or Facility's monetary threshold.

Contracts may be renewed for four additional one-year periods. If the Institution or Facility and the Caterer choose to renew the original contract, both parties will execute the appropriate 2024-2025

Standard Catering Renewal Contract first year renewal, second year renewal, third year renewal or fourth year renewal.

To determine if you are eligible to renew your catering contract for the 2024-2025 FFY, review your existing original contract for FFY signature dates. For example:

- If the original contract was signed for the 2020-2021 FFY, you are eligible for your Fourth Year Renewal.
- If the original contract was signed for the 2021-2022 FFY, you are eligible for your Third Year Renewal.
- If the original contract was signed for the 2022-2023 FFY, you are eligible for your Second Year Renewal.
- If the original contract was signed for the 2023-2024 FFY, you are eligible for your First Year Renewal.

Complete the renewal information and signature line using the first, second, or third, year renewal contract on the Contract Signature Page of the Standard Catering Contract – page 20. Public and military Institutions or Facilities must comply with their governing authority’s fiscal year requirements for catering contracts and renewals.

The Institution or Facility or Caterer must not make any changes (amendments or addendums) to the CCFP Standard Catering Contract without prior express written consent of the CCFP State office.

When renewing, the Institution or Facility must complete and include the following in the Standard Catering Contract:

- Attachment 2, entitled “Cycle Menu” which is updated each fiscal year. The Institution or Facility must select from one of the current approved five-week catered cycle menus. Remember, any changes to the Cycle Menus or menus other than the Cycle Menus must have prior written approval from the CCFP State office.
- Attachment 5, Meal Services to be Provided
- Attachment 6, Delivery Schedule
- Attachment 7, Price Schedule – columns one and two
- Attachment 8, Conflict of Interest Questionnaire – top half completed

Re-negotiation of price for purposes of CCFP meal reimbursement payments must be allowed within specified limits. The annual percentage increase will be adjusted upon notice from the USDA, based upon the annual adjustment to Institution and Facility reimbursement rates.

For the upcoming FFY 2024-2025, the maximum standard increase is 4.03 %. This percentage will be applied to the unit price. Any increase beyond 4.03% requires agreement by both parties.

In the example below, the prices are for the previous year (2023-2024):

If the unit price for a lunch in 2023-2024 was \$3.75, multiply \$3.75 times 0.0403.

The maximum increase of the unit price for 2024-2025 will be \$0.1511.

The maximum lunch unit price for 2024-2025 will be \$3.90.

Please note: When renewing a Catering contract, CCFP State office approval is not required. The Institution or Facility must meet with the Caterer and both parties must complete and include all pages of the current year’s (2024-2025) Standard Catering Contract.

Please see the Catering Contract Submission Checklist on Page 10.

The Institution or Facility must maintain the signed Standard Catering Contract Renewal and keep the original on file. The Institution or Facility must provide a copy to the Caterer and send a copy of the entire

contract to the CCFP State office to CateringContractInbox@flhealth.gov.

IMPORTANT: The Standard Catering Contract Renewal and supporting documentation (amendments, attachments, correspondence, faxes, etc.) must be kept on file for three years from the date of submission of final claim for reimbursement. The Catering Contract and supporting documentation must be readily available for auditing and monitoring purposes.

Children with Disabilities

Program regulations require participating CCFP Institutions and Facilities to ensure that breakfast, lunch/supper, or snack meals offered through the CCFP meet the respective meal pattern requirements. Federal law and USDA regulations further require Institutions and Facilities to make reasonable modifications to accommodate participants with disabilities. This includes providing special meals to participants with a disability that restricts the participant's diet.

At the direction of the Institution or Facility, the Caterer is required to provide meal modifications for children with disabilities when the disability restricts their diet. Meal Modifications are made on a case-by-case basis by the Institution or Facility, and only when supported by a written statement from a State Licensed healthcare professional, such as a physician, physician's assistant (PA), or nurse practitioner (ARNP), who is authorized to write medical prescriptions under State law. A Registered Dietitian (RD) may also complete and sign a medical statement.

At a minimum, the following required elements must be included on the medical statement/doctor's note:

1. Description of the child's physical or mental impairment that restricts diet.
2. An explanation of what must be done to accommodate the disability, e.g., listing foods(s) to be omitted and the food(s) to be substituted or any necessary adaptive feeding equipment.
3. Signature of a licensed physician, physician's assistant (PA), nurse practitioner (ARNP), or Registered Dietitian.

Reimbursement for modified meals served to participants with disabilities that restrict their diet is at the same rate as meals containing no modification. These meal modifications do not have to meet the CCFP meal pattern requirements in order to be claimed for reimbursement if they are supported by an accurately completed medical statement.

The Institution or Facility must ensure adequate documentation is on file and that protected health information is not shared with the Caterer. The Caterer may elect to charge a higher unit price for substituted meals; but both parties must agree to the price increase in writing.

CCFP State Office's Role in Contract Administration

The CCFP State office is not a party to the Standard Catering Contract. The CCFP State office provides the fiscal reimbursement to Institutions for creditable catered meals. These reimbursements are subject to federal CCFP requirements. Consequently, the terms of the Standard Catering Contract, its execution, and validation of service are subject to the CCFP State office's review for purposes of validating program funding and reimbursement to the Institution.

The Institution's or Facility's continued participation in the CCFP is dependent on effective management and administration of the contract. The Caterer's continued service to CCFP Institutions or Facilities is subject to the Caterer maintaining its current information with the CCFP State office, its licensing/permitting authority, and meeting the terms and conditions of the CCFP Standard Catering Contract.

The contract will have no force or effect unless the Institution or Facility is approved to participate in the CCFP. The Institution or Facility's continued participation in the CCFP is dependent on effective management and administration of the contract. Also, the contract will have no force or effect unless the Caterer is listed on the Department's CCFP Caterer List, pursuant to Florida Administrative Code Rule 64F-17.004, before the date of contract execution, and the Caterer maintains all permits and licenses in good standing throughout the term of the contract. The Caterer's continued service to the Institution or Facility is subject to the Caterer maintaining its current information with the Department.

General Requirements of Institution or Facility

Attestation to Procurement Requirements booklet: Read and follow competitive procurement procedures as outlined in this booklet. **Complete and sign the Attestation Form** located on the last page of this booklet and submit to the CCFP State office.

Oversight and Conduct: Institutions or Facilities must provide oversight to ensure that Caterers perform in accordance with the terms, conditions, and specifications of the Standard Catering Contract pursuant to 7 CFR §226.22(m) and 2 CFR §200.318(b). Institutions or Facilities must have written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of the Standard Catering Contract pursuant to 7 CFR §226.22(d) and 2 CFR §200.318(c).

Catering Record Retention: The Institution or Facility must maintain books and records pertaining to the Standard Catering Contract for a period of three years from the date of receipt of final payment under the contract, or in cases where an audit requested by any agency of the State of Florida, law enforcement or the U.S. Department of Agriculture remains unresolved, until such time as the audit is resolved.

The books and records of both the Institution or Facility and the Caterer relating to the CCFP Standard Catering Contract must be available for inspection and audit, upon presentation of appropriate photo identification, by employees of the Florida Department of Health; U.S. Department of Agriculture; Florida Department of Financial Services, Division of Public Assistance Fraud.

The Institution or Facility must maintain records sufficient to detail the history of procurement. These records must include, but are not limited to the following:

- Rationale for the method of procurement
- Invitation to Bid packets
- Caterer selection or rejection
- Documents to support award of Catering Contract
- Contract and all addendums/amendments
- Delivery records and meal change form confirmations
- Catered Meal Service Deficiency Reports
- Invoices and proof of payments to Caterer
- All other documentation to support meals claimed
- Catering Contract Renewal(s)

Catering Contracts (initial and renewal if applicable) and all supporting documentation must be readily available for monitoring and review purposes.

Catering Contract Submission Checklist

The checklist below is provided for the Institution or Facility to review each of the steps for accuracy and completeness when submitting a copy of the full catering contract to the CCFP State office.

Step One: Contract	Yes	No
Pages 1 through 20 of contract included.		
Page 1: Authorization Number, Name of Institution or Facility and Caterer filled in at top of page.		
Step Two: Signature Page	Yes	No
Signature page filled in completely and signed. Box checked at top of page 21 indicating renewal.		
Caterer Information includes Signature of Caterer or Authorized Representative, printed name of Caterer or Authorized Representative, Title, Date, and Company Name.		
Institution or Facility Information includes Signature of Authorized Institution or Facility Representative, Printed Name of Representative of Institution or Facility, Title, Date, Name of Organization, and CCFP Authorization Number.		
If dated after October 1, 2022, the contract is invalid, and the Institution or Facility will need to restart the procurement process and obtain a new catering contract.		
Step Three: Attachments	Yes	No
Attachment 1, Attachment 3, Attachment 4, Attachment 9, Attachment 10, Attachment 11 included.		
The Selected State Approved Menu is included as Attachment 2. If a different menu was used other than the State Approved Menus available on the website, include your approved menu with copy of email or letter of approval.		
Completed Attachment 5 (sent to Caterer as part of quote request) – page A-16.		
Completed Attachment 6 (sent to Caterer as part of quote request) – page A-17.		
Completed Attachment 7, Price Schedule (completed by both parties) – page A-18.		
Completed and signed Attachment 8, Conflict of Interest Questionnaire (completed by both parties) – page A-19.		
Step Four: Submit Contract and Attachments	Yes	No
Submit a copy of the <u>entire contract including attachments</u> , to the CCFP State office at CateringContractInbox@FLHealth.gov . If multiple emails are necessary, please number in email subject lines (i.e. part 1, part 2, etc.).		
Keep original and all renewal contracts filed on-site for CCFP monitoring reviews.		

CHILD CARE FOOD PROGRAM

2024-2025 Renewal Requirements for Catered Meal Service

ATTESTATION

By signing below, I certify that I have read and understood the 2024-2025 Renewal Requirements for Catered Meal Service booklet. I also certify that I have followed proper competitive procurement procedures as required by the Child Care Food Program.

Organization Name:		
Authorization Number:		
Check if Sponsored Site:	YES	NO
CCFP Program Manager:		
	<i>Printed Name</i>	<i>Signature</i>
Date:		
Other Organization Official if Applicable:		
	<i>Printed Name</i>	<i>Signature</i>
Date:		

Please complete and send to the CCFP State office CateringContractInbox@flhealth.gov after reading the Renewal Requirements Guide.