

# **Renewal Requirements for Catered Meal Service**

## **Child Care Food Program**

**FFY 2023-2024**

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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](mailto:program.intake@usda.gov)

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# RENEWAL OF CATERING CONTRACT

DO YOU WANT TO RENEW YOUR CATERING CONTRACT?

YES

NO

YOUR CONTRACT WILL BE A FIRST-, SECOND-, THIRD-, OR FOURTH YEAR RENEWAL AND CATERER AGREES TO RENEW

YOUR CURRENT CONTRACT IS A FOURTH-YEAR RENEWAL AND CANNOT BE RENEWED AGAIN.

CATERER DOES NOT WANT TO RENEW

DATE IS BEFORE OCTOBER 1

YES

NO

YOU WILL NEED TO GO OUT FOR BIDS. PLEASE SEE THE INFORMAL OR FORMAL PROCUREMENT REQUIREMENTS.

CHECK OFF RENEWAL YEAR AND SIGN/DATE NEW CATERING CONTRACT

YOU MAY RECEIVE CATERING SERVICES FOR THE NEXT YEAR. RENEWALS DO NOT NEED APPROVAL BY THE STATE OFFICE, BUT YOU WILL NEED TO SEND THE ENTIRE CATERING CONTRACT, INCLUDING MENU AND ALL ATTACHMENTS TO THE CATERING CONTRACT INBOX.  
[CATERINGCONTRACTINBOX@FLHEALTH.GOV](mailto:CATERINGCONTRACTINBOX@FLHEALTH.GOV)

## 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 2023-2024 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 2023-2024 FFY, review your existing original contract for FFY signature dates. For example:

- If the original contract was signed for the 2019-2020 FFY, you are eligible for your Fourth Year Renewal.
- If the original contract was signed for the 2020-2021 FFY, you are eligible for your Third Year Renewal.
- If the original contract was signed for the 2021-2022 FFY, you are eligible for your Second Year Renewal.
- If the original contract was signed for the 2022-2023 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 2023-2024, the maximum increase is 8.27 %.** This percentage will be applied to the unit price.

In the example below, the prices are for the previous year (2022-2023):

If the unit price for a lunch in 2022-2023 was \$2.75, multiply \$2.75 times 0.0827.

The maximum increase of the unit price for 2023-2024 will be \$0.2274.

The maximum lunch unit price for 2023-2024 will be \$2.98.

**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 (2023-2024) Standard Catering Contract. Please see the Catering Contract Submission Checklist on Page 9.**

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](mailto: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.

## 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.



## 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 substitute food components of the meal for children with disabilities when the disability restricts their diet. Substitutions 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.

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), or nurse practitioner (ARNP).

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.

This 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.

## 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.

<b>Step One: Contract</b>	<b>Yes</b>	<b>No</b>
Pages 1 through 19 of contract included.		
Page 1: Authorization Number, Name of Institution or Facility and Caterer filled in at top of page.		
<b>Step Two: Signature Page</b>	<b>Yes</b>	<b>No</b>
Signature page filled in completely and signed. Box checked at top of page 20 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.		
<b>Step Three: Attachments</b>	<b>Yes</b>	<b>No</b>
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.		
<b>Step Four: Submit Contract and Attachments</b>	<b>Yes</b>	<b>No</b>
Submit a copy of the <u>entire contract including attachments</u> , to the CCFP State office at <a href="mailto:CateringContractInbox@FLHealth.gov">CateringContractInbox@FLHealth.gov</a> . 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.		

## Catering Questions and Answers

### 1. **Question: Can a center provide self-prep meals and receive catered meals?**

Answer: Yes. For example, a center may wish to receive catered lunches and provide self-prep breakfasts and snacks. This would be indicated on Attachments 5 and 7. The Institution or Facility must have a current food service inspection at the appropriate level of foodservice (full or limited) in order to claim reimbursement for self-prep meals. Note, all meals must meet meal pattern requirements and meal receipts must be available for review.

### 2. **Question: Can a center switch from catered meal service to self-prep?**

Answer: Yes, the center must have a current food service inspection that designates ability to be self-prep. If not, they would need to contact their local licensing authority. A change form must be submitted to CCFP Policy Section for approval.

### 3. **Question: What can child care staff serve the children if the Institution or Facility must refuse meal type(s) (breakfast, lunch, or snack, etc.) due to the meal not meeting contracted menu and/or terms and conditions of the Catering Contract?**

Answer: The Institution or Facility should have a shelf-stable menu (see Shelf-stable Sample Menu following Qs & As) or meal plan which includes enough ready-to-eat shelf-stable foods on hand. In order to be reimbursable, the shelf-stable menu must include creditable food and meet minimum meal pattern requirements to be reimbursable. An example of a shelf-stable menu is: shelf-stable milk, individually portioned fruit and vegetable cups, small canned tuna salad, and crackers.

### 4. **Question: Are there any circumstances in which a menu item substitution may be allowed?**

Answer: The Cycle Menu that was bid or quote upon governs the meals prepared and delivered under the Catering Contract. The Caterer and the Institution or Facility are allowed to make substitutions to the contracted menu under rare and documented circumstances, or if changes are a) agreed to in writing by the Institution or Facility and Caterer, b) follow meal pattern requirements, and c) are approved by the State office nutrition section.

For example, there may be occasions when the Caterer is not able to deliver a meal according to the contracted menu due to circumstances beyond the Caterer's control such as a cooler/freezer malfunction, breakdown of delivery vehicle, or unavailability of a specific food item. In these instances, the Caterer, Institution or Facility must agree upon and document two days prior to delivery. Record of these documented substitutions must be maintained on file, including approvals. At some future date, any menu substitution made by the Caterer in these circumstances is subject to evaluation and meal disallowance based on CCFP requirements.

Also, there may be items that are found to be not liked by the children at the Institution or Facility. If the children will not eat a food, it may be changed to accommodate children's preferences. Such changes must follow meal pattern requirements and require state office approval.

### 5. **Question: What if only one meal component is deficient in that it does not meet contract terms (i.e., missing menu item, out of temperature, not contracted menu item, menu item is spoiled, etc.) at time of delivery but the rest of meal is acceptable. Can the Institution or Facility accept the meal?**

Answer: No, the Institution or Facility must reject the entire meal type and instead may serve its shelf-stable menu. Also, the catered site must not accept a deficient meal and purchase the missing menu items (even if the Caterer promises to reimburse for these menu items). *However*, if the Institution or Facility and the Caterer agree to allow the Caterer to replace the missing or deficient component *and* the component is received before the start of the meal service time, the meal may be considered acceptable by the Institution or Facility.

- 6. Question: Some catered sites do not have multiple refrigerators to store cold items such as large storage containers of canned fruit. The Catering Contract specifies that bulk canned fruit must be delivered in suitable containers meeting food safety standards and maintain an airtight closure or seal, not #10 cans. Do these containers have to be stored in the refrigerator?**

Answer: It depends on the circumstances. For example, refrigeration is not required if canned fruits are served the same day of delivery and the canned fruits are delivered in suitable food-grade storage containers (such as a plastic container with tight fitting lid). However, refrigeration is required if canned fruits will be held for next day's meal service.

- 7. Question: What can the Institution or Facility do if children do not like some of the menu items?**

Answer: If the Institution or Facility wants to make a future change to the menu after the Catering Contract is in place, CCFP State office approval is required. Menu changes will be reviewed on a case by-case basis. If approved, the Caterer must also agree to make the change(s) without an increase in unit price for the contract to continue. If the price changes, the Institution or Facility may terminate the Catering Contract and provide a 30-day notice to Caterer and seek new quotes with an approved menu. The Institution or Facility should review the State Cycle Menus before beginning informal or formal competitive procedures for catered meal service. Any changes to the State Cycle Menus or use of menus other than the State Cycle Menus, must receive prior written approval from CCFP State office.

- 8. Question: What agency is responsible for training facilities on the proper way to take food temperatures?**

Answer: Department of Children and Families (DCF) or local child care licensing is the authority on food safety for child care. The Institution or Facility can inquire from local licensing on available trainings and/or refer child care facilities to available online trainings at CCFP Food Safety and Alerts Web page under CCFP Resources ([www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Food-Safety/index.html](http://www.floridahealth.gov/programs-and-services/childrens-health/child-care-food-program/Food-Safety/index.html)). A best practice may include encouraging site staff to become a certified food handler or food service manager. These training costs are allowable CCFP expenses. The five approved test providers are 360training.com (Learn2Serve); National Registry of Food Safety Professionals; National Restaurant Association Education Foundation (ServSafe); Above Training/State Food Safety; and Prometric.

- 9. Question: What are some important considerations to keep in mind when complying with diets of children with disabilities?**

Answer: The term disability is very broad and includes major life activities such as eating and digesting food. Section 504 of the Rehabilitation Act and The Americans With Disabilities Act, Amendment Act of 2008 defines a person with a disability as any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such a disability, or is regarded as having such a disability. Major life activities are broadly defined and include, but are not limited to, eating, digestion, and feeding skills. *Most physical and mental impairments will constitute a disability.* An impairment does not need to be life threatening to be considered a disability, but reasonable modifications must be made for children with disabilities that affect their diet. If the child receives a meal that does not meet the meal pattern, a medical statement must be on file with the child care Institution or Facility which contains a description of the child's physical or mental impairment that restricts the diet, an explanation of what must be done to accommodate the disability (i.e. what food(s) to avoid and what foods to offer in their place), and a signature of a licensed physician, physician's assistant (PA), or nurse practitioner (ARNP). Also remember that CCFP Institutions and Facilities with 15 or more employees must designate at least one person to coordinate compliance with disability requirement known as the Section 504 Coordinator. Reimbursement for modified meals served to children with disabilities that restrict their diet is at the appropriate rate based on the child's eligibility for free, reduced price, or non-needy,

regardless of meal modification. The Caterer may elect to charge a higher unit price for substituted meals; but both parties must agree to the price in writing. Any changes in price constitute a contract amendment and must be sent to the CCFP State office for approval.

**The following questions only apply to sponsoring organizations:**

**1. Question: What is the Sponsor’s responsibility for training both Facilities under a Sponsor Catering Contract and Facilities that have or plan to have their own Catering Contract?**

Answer: Sponsors must provide annual training on CCFP requirements including catering requirements to their Facilities. For catering training, **Sponsors must require completion of the Attestation for sites with their own Catering Contract.** This requirement should be included in Sponsor’s policies and procedures, training plans, etc. Sponsor training should include this Questions and Answers document, training on accepting and refusing meals, etc.

**2. Question: How does a Sponsor ensure Facilities accept only meal type(s) that meet the contracted menu and terms and conditions of Catering Contract?**

Answer: Sponsor oversight must include Facility training of how to correctly accept contracted meals and when to complete a Catered Meal Service Deficiency Report and reject meals. All contracted meals delivered must meet the terms and conditions of the executed Catering Contract, including all menu items, meal packaging, delivery time, food specifications, daily delivery ticket, etc. Examples of deficiencies requiring refusal of entire meal type include but are not limited to: unapproved substitutions, not enough meals, food items out of temperature, missing meal components, and spoiled or unwholesome food. Please note it is possible that a lunch meal type must be rejected and snacks may be accepted.

**3. Question: What does a Sponsor do if Facilities accept meal type(s) that do not meet contracted menu and/or terms and conditions of the Catering Contract?**

Answer: Any meal type(s) accepted by the Facility not meeting the contracted menu and/or terms and conditions of the contract are not eligible for reimbursement. Sponsor must notify Facility that it will not receive reimbursement for the meal type(s) that should have been refused and must provide technical assistance to the Facility regarding proper catered meal acceptance.

**4. Question: How does a Sponsor ensure that a sponsored Facility with its own Catering Contract has paid its Caterer on time?**

Answer: The Sponsor should require the Facility to maintain a copy of cancelled checks for catering payment with their monthly claim documentation. At the Facility visit, Sponsor monitor may ask for proof of payment to Caterer for prior month (e.g., ask for the printed version of the bank statement/cleared check verifying payment to Caterer.) Sponsor may also call Caterer prior to review and verify the sponsored Facility is up to date with payments to Caterer. The Sponsor is not allowed to withhold meal reimbursement from Facility for lack of payment to Caterer. If this lack of payment issue persists the Sponsor should terminate this Facility’s CCFP agreement with a 30-day notice.

## Shelf-Stable Sample Menu

Certain sites must purchase all items as single serve items while others have the flexibility to buy in bulk. Consult with local licensing agency for packaging and preparation requirements.

Breakfast	Milk	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)
	Vegetable/Fruit/Juice	Peaches	Dried Cranberries	Pineapple	Pears
	Grains/Breads	Cheerios (Whole Grain)	Life Original Cereal (Whole Grain-Rich)	Scooters Cereal	Wheat Chex Cereal (Whole Grain-Rich)
Lunch / Supper	Milk	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)	Shelf-stable Milk (UHT)
	Meat/Meat Alternate	Peanut or Soy Butter & Shelf-stable Cheese	Tuna Salad*	Black Beans (or other beans)	Chicken Salad*
	Vegetable	Green Peas	Carrots	Corn	Green Beans
	Fruit or Vegetable	Pineapple	Fruit Cocktail	Mandarin Oranges	Raisins
	Grains/Breads	Crackers	Crackers (100% Whole Grain)	Tortilla Chips (Whole Grain-Rich)	Pretzels
	Snack	Milk	100% Fruit Juice	Applesauce	Shelf-stable Milk (UHT)
Meat/Meat Alternate Vegetable Fruit/Juice Grains		Tortilla Chips	Pretzels	Kix Cereal	Peanut Butter Crackers

It is recommended to have at least one day's worth of shelf-stable food on site at all times in case of refusal of catered meals or a power outage or other emergency. \*CN labels or Product Formulation Statements must be on file for prepackaged chicken salad and tuna salad to determine the amount of creditable product per portion.

## Cold Prep Menu

Below is a list of cold food items organized by CCFP meal pattern components. Mix and match food items to create appetizing cold lunch/supper menus that meet CCFP meal pattern requirements. For snack, choose two components. This list is not inclusive and additional food items can be added for variety and taste preferences of children being served.

<b>Milk</b>	<b>Meat or Meat Alternate</b>	<b>Vegetable</b>	<b>Fruit</b>	<b>Grains</b>
Unflavored whole milk (1-year olds)	Cheese cubed or sliced String cheese Hummus (chickpea dip)	Carrots Celery Tomatoes Lettuce Cucumber Salsa Broccoli florets	Cantaloupe Honeydew Watermelon Orange wedges Strawberries Apple wedges Bananas Pineapple cubes	Bread Pita Bagel English muffin Rolls Tortilla Pretzels Tortilla chips
Unflavored low-fat or fat free milk (ages 2 and up)	Refried beans Cold cuts (turkey, ham chicken) Tuna salad Chicken salad Peanut butter/soy butter	Zucchini sticks Carrot and Raisin salad Coleslaw Potato salad Bean salad	Peaches Pears Mixed fruit Apricot Tangerines	Bread sticks Pasta salad Assorted crackers (one per day must be 100% whole grain)
Flavored fat free milk (ages 6 and up)	Hard-boiled egg Yogurt Cottage Cheese			

## Sample Cold Prep Lunch/Suppers

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Cheese rolled in soft whole wheat tortilla Shredded lettuce and tomato Salsa Apple wedges Milk	Peanut butter and jelly sandwich (1 Tbsp. Peanut butter, 1 tsp. jelly, 1 slice whole wheat bread) Yogurt (1/2 cup along with peanut butter will meet 3-5 age group) Carrot sticks (or carrot and raisin salad) Banana Milk	Pita pocket stuffed with tuna salad Broccoli florets with low-fat ranch dip Orange wedges Milk	Ham and cheese sandwich on whole wheat bread Coleslaw Apple wedges Milk	Cottage Cheese Sliced peaches Green pepper, celery, and cucumber sticks Whole grain crackers Milk

# CHILD CARE FOOD PROGRAM

## 2023-2024 Renewal Requirements for Catered Meal Service

### ATTESTATION

By signing below, I certify that I have read and understood the 2023-2024 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.

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

Please complete and send to the CCFP State office [CateringContractInbox@filhealth.gov](mailto:CateringContractInbox@filhealth.gov) after reading the Renewal Requirements Guide.