

ATTACHMENT A-IX

**ATTACHMENT A-IX
CHILD NUTRITION PROGRAM COMPLIANCE
FOR COR61564**

The contract shall address the requirements for acceptance into and compliance with the United States Department of Agriculture (USDA) sponsored Child Nutrition Programs. The West Virginia State Department of Education operates USDA Child Nutrition Programs. Enrollment in the Child Nutrition Program requires the Vendor to have a Hazard Analysis and Critical Control Point Plan. The USDA "Food Service Management Company Contract Checklist", one requirement for the program, addresses many contract issues. (The DOC has more stringent feeding requirements than those required by the USDA. Those issues shall be addressed later in this document. However, no contract can include terms less stringent than those of the USDA Checklist) USDA Checklist requirements are listed below in sections 3A, B, C, D, E, F and G.

- A. The following contract terms shall not be included:
1. Cost plus a percentage of cost to be paid to the Contractor
 2. Cost plus a percentage of income to be paid to the Contractor
 3. Permitting all receipts and expenses to accrue to the Contractor
 4. Setting meal prices by the Contractor
 5. Permitting the Contractor to subcontract USDA donated foods for further processing
 6. Limiting the selection of vendors to only Contractor-approved vendors if the DOC does the purchasing
 7. Fee structures that allow the Contractor to charge for the same costs under different fee or expense categories
 8. Providing a la carte service only without also providing free and reduced price meals.
 9. Guaranteed returns less frequent than on a yearly basis
 10. Automatic renewal of the contract
 11. Contract effective prior to date signed
 12. Repayment for equipment over a period in excess of one year that would require full payment if the contract were not renewed (an acceleration clause)
 13. Interest payments to the Contractor*
 14. The payment of late fees with School Food Service funds
 15. Delegating to the Contractor responsibility for determining free and reduced price applications and conducting verification
 16. An entity that develops specifications, IFBs, RFPs, or contracts may not compete for that procurement

*Except for those instances included under West Virginia State Code 14-3-1.

- B. All contracts shall contain in some form the following provisions, which recognize the responsibilities of the Division of Corrections in the Child Nutrition Program and shall not be delegated to the Contractor:

17. Signature authority on the DOC-USDA agreement, the application to participate in the National School Lunch Program and School Breakfast Program (NSLP/SBP), the free and reduced price policy statement, and the monthly claim for reimbursement shall be the DOC
 18. Development, distribution, and collection of the parent letter and application for free and reduced price meal, if applicable, shall be the responsibility of the DOC
 19. Determination of eligibility for free and reduced price meals and the conduct of any hearings related to such determinations, if applicable, shall be the responsibility of the DOC
 20. Verification of applications for free and reduced price meals, in applicable, shall be the responsibility of the DOC
 - 21.. Control of the school food service account and overall financial responsibility for the school meal programs shall be the responsibility of the DOC
 22. Establishment of all program and non-program meal and a la carte prices shall be the responsibility of DOC
 23. Title to USDA-donated foods shall be the responsibility of the DOC
 24. Development of the 21-day cycle menu for the contract proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service shall be the responsibility of the DOC
 25. Monitoring responsibilities under Child Nutrition Program regulations (210.8 [a])
 26. Establishment and maintenance of an Advisory Board composed of parents; teachers and students to assist in menu planning shall be the responsibility of the DOC
 27. Maintenance of applicable health certifications and assurance that the Contractor preparing or serving meals at the DOC facility is meeting all State and local regulations shall be the responsibility of the DOC
 28. Assurance that the maximum amount of USDA-donated foods are received and utilized by the Contractor and accrue only to the benefit of the DOC's non-profit school food service
 29. Control of the quality, extent and general nature of its food service shall be the responsibility of the DOC
 30. Responsibility for all contractual agreements entered into in connection with the school meal programs shall be the responsibility of the DOC
 31. Responsibility for ensuring resolution of program review and audit findings shall be the responsibility of the DOC
- C. All contracts shall expressly state the following:

32. Contractor shall maintain all records (vendor's billing receipts, donated food receipts, guest meal records, etc) necessary to support the DOC claims
 33. Contractor shall report all records to the DOC at least monthly
 34. Contractor shall maintain all records pertaining to the receipt, usage, and inventory of USDA-donated foods
 35. All records pertaining to USDA-donated foods shall be available for a period of 3 years or as long as required to resolve open audits
 36. Contractor shall have State or local health certification for a facility outside the school where the meals are prepared
 37. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, that do not meet the detailed specifications of the reimbursable lunch, or that otherwise do not meet the requirements of the contract
 38. USDA commodities made available to the Contractor shall accrue only to the benefit of the DOC feeding operation
 39. The duration of existing contracts shall not exceed one year, with a maximum of four one-year renewals
 40. The contract shall have a provision to allow for a 30-day notice of cancellation for cause
 41. A system for contract administration shall be maintained by the DOC to ensure Contractor compliance with contract terms
 42. The Contractor shall comply with the State's plan issued in compliance with the Energy Policy and Conservation Act
 43. The Contractor shall maintain daily menus and production records for food items that are part of the reimbursable meal
 44. Cost-reimbursable contracts shall specify the method of crediting all rebates and discounts to the Division of Corrections
 45. Firm-fixed price contracts shall specify that method for crediting the value of donated commodities to the Division of Corrections
- D. All contracts over \$2,500 shall include the following provision for compliance with Sections 103 and 107 of the Contract Work Houser Act:
46. All wages shall be computed on the basis of a standard 8-hour day or 40-hour workweek
 47. Work in excess of the standard work day or week shall be compensated at not less than 1 1/2 times the basic rate of pay
- All contracts over \$10,000 shall include:
48. Provisions for termination by the Division of Corrections including the manner by which it will be effected and basis for settlement In addition, the contract shall describe conditions under which the contract may be terminated for default and because of circumstances beyond the control of the Division of Corrections

- 49. A provision for requiring compliance with EEO. 11246 and 11375 (Equal Employment Opportunity).
- 50. Provision to allow for administrative, contractual, or legal remedies for violations of terms and provide for sanctions or penalties as appropriated
- 51. The Division of Corrections, USDA, State distributing agency, and Comptroller General shall have access to all records directly pertinent to programs

F. All contracts of \$100,000 or more and for each renewal thereof shall include:

- 52. The contractor shall complete a Certification Regarding Debarment/Suspension form and Non-Collusion Affidavit, Include a copy of each with the USDA Food Service Management Company Contract Checklist and the contract/renewal

G. All contracts of \$100,000 shall include:

- 53. A provision requiring compliance with Sections 306 and 508 of the Clean Air Act, EEO. 11738, and Environmental Protection Agency regulations
- 54. The contractor shall complete the Certification Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities form. Please include copy of the certification and, if applicable, the disclosure form with the USDA Food Service Management Company Contract Checklist and the contract or renewal.

VENDOR INFORMATION

VENDOR NAME: _____

VENDOR ADDRESS: _____

CONTACT NAME: _____

FEIN: _____

PHONE NO: _____

FAX NO: _____

AUTHORIZED SIGNATURE: _____

DATE: _____