

# UPPER CUMBERLAND HUMAN RESOURCE AGENCY

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 Board of Education*, 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 meals which meet CACFP and Head Start requirements the Agency's Head Start Center.
2. 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.
3. 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.
4. If meals are prepared on site, Contractor agrees to provide a kitchen Worker at no additional cost to the Agency. In the absence of a regular Kitchen Worker, contractor will be responsible for providing a substitute worker.
5. To conform to menu changes agreed upon by the Agency and the Contractor.
6. 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 three (3) 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.
7. To deliver or provide meals in accordance to a timely schedule agreed upon by the Agency and the Contractor.

8. To promptly submit invoices to the Agency for meals delivered, at least once a month.
9. To deliver or provide uniform meals with or without milk, as required by DHS, in accordance with 7 CFR Part 226.6(I)(II).

B. The Agency Agrees:

1. To reimburse the Contractor for the meals delivered subject to the schedule listed below:

<i>Breakfast</i>	<i>Lunch</i>	<i>Snack</i>
\$1.11	\$2.11	\$.61 ea.

B. Food Service In-Kind Service:

The Van Buren County School System provides In-kind services to the UCHRA-Van Buren County Head Start as follows:

Nutritionist.....10% x \$38872.00 = \$3887.00

Cook.....5.5 hours per day x 134 days, Monday - Thursday.

*However, inclusive in the agreed upon 134 days, two Fridays may be required which will be announced to the Contractor/kitchen staff with sufficient notice.*

\* Two (2) days of contracts specified 134 days are to be designated as kitchen prep time which will be completed before official school year begins.

*Confidentiality:*

Both 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, 2009 and ending June 30, 2010.*

Van Buren County  
School System

Van Buren County  
Head Start

\_\_\_\_\_  
Superintendent of Schools      Date

\_\_\_\_\_  
Executive Director              Date

\_\_\_\_\_  
Supervisor of Nutrition        Date

\_\_\_\_\_  
Director                          Date

\_\_\_\_\_  
Health Specialist                Date