

Restaurant Resiliency Program Rules, Terms and Conditions

You are responsible for knowing and following the Restaurant Resiliency Program (RRP or program) rules and requirements contained below. If you do not follow the program rules and requirements you may be disqualified from participating in the RRP.

1. The Department of Agriculture and Markets (AGM) reserves the right to remove any restaurant from participation in the RRP if these rules are not followed.
2. The information submitted on the application is accurate at the time of submission.
3. Only completed applications with all required attachments will be reviewed for program participation eligibility.
4. The establishment submitting the application agrees to the following program rules.
 - a. Payment will only be made on invoices associated with a pre-approved plan by AGM and the Regional Food Bank associated with the delivery region.
 - b. Approved plans will contain an authorization number that must be clearly listed on all associated invoices.
 - c. Payment will be due from the Regional Food Bank Partner administering the program in the area delivered within **45 days** of receipt of the food provided.
 - d. Meal prices will be consistent with the establishment’s current menu prices. Packaging and delivery costs will be lined out separately from the cost of the meal or food provided in the agreement between the restaurant and Emergency Food Providers (EFPs).
 - i. Additional gratuities will not be provided to staff. All delivery costs should be accounted for in the submitted plan.
 - e. The total cost for the meal must not exceed the [U.S. General Services Administration Per Diem Rate](#) for Dinner in the Zip Code of delivery.

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Meals & Incidentals (M&IE) Breakdown ?

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. [See More Information](#)

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

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Primary Destination ?	County ?	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ?
Albany	Albany	\$61	\$14	\$16	\$26	\$5	\$45.75
Binghamton	Broome	\$61	\$14	\$16	\$26	\$5	\$45.75
Buffalo	Erie	\$66	\$16	\$17	\$28	\$5	\$49.50

- i. **Please remember that EFPs will have several options when looking to partner with a restaurant in this program, and the meal cap will**

not be the standard price. Many restaurants will offer partnerships at lower costs and will likely have more success finding matches.

- f. Meals must meet minimum nutritional standards which align with the Dietary Guidelines for Americans or MyPlate <https://www.myplate.gov/>.
 - i. Meals can be tailored to meet the cultural and other needs of the target population served and should align as best possible with MyPlate recommendations.
 - g. EFPs have the discretion to reject meal deliveries that do not adhere to the approved plan.
 - h. Failure to deliver meals in accordance with an approved agreement may result in removal from the program.
5. The food safety standards below must be strictly adhered to. EFPs will be instructed to refuse orders, not complying with these outlined standards, and payment will not be made.
- A. SANITATION
 1. Food handlers and preparers should wear hair coverings when in the kitchen/around food.
 2. Hands should be washed using proper techniques (a) before handling food, (b) when changing gloves, (c) after touching face/nose/mouth.
 3. Delivery vehicles should be clean and free from debris.
 4. Delivery drivers should refrain from smoking and use hand sanitizer frequently.
 5. Be mindful of cross-contamination when handling food.
 - B. PACKAGING/TEMPERATURE CONTROL
 1. Refrigerated foods must be kept at 41°F or colder.
 - a. Food should be packed with ice packs and stored in appropriate containers to maintain temp.
 - b. Food should be temped at packing and upon arrival to the delivery destination.
 - c. Food should be refrigerated immediately upon receipt.
 - d. Refrigerated foods should be reheated to a proper temperature before serving.
 2. Hot food must be kept at 140°F or hotter.
 - a. Hot food should be stored with a heat source (hot box, electric bag, etc.).
 - b. Food should be temped at packing and upon arrival to the delivery destination.
 - c. If the hot food temps below 140°F, it should be consumed within two hours.
 3. Delivery temps should be recorded by both the receiving agency and delivery driver for record-keeping.
 4. TEMP BEST PRACTICES
 - a. Thermometers should be regularly calibrated according to manufacturer directions.
 - b. Probe thermometers should be inserted halfway into the thickest point of the food being tested.
 1. Thermometers should be sanitized between use.

10/4/21

2. Gloves should be worn when temping foods to avoid contamination and should be changed after each meal temped.

c. Infrared thermometers are not appropriate for temping meals.

C. LABELING

1.Meals should include labels that indicate primary ingredients as represented on the approved Meal Plan.

2.Allergens should be identified (i.e., Wheat, tree nuts, fish, eggs, soy, dairy products, etc.).

3.Halal, Kosher, and any cultural meals should be packaged appropriately and labeled.

a. Preparation standards should be observed when packing, delivering, and temping meals.

4.The restaurant name and address should be clearly labeled on all packaging.

I attest that I have read, understand, and will comply with the rules outlined in this document.

Signed: _____

Date: _____