

**AGREEMENT TO FURNISH FOOD SERVICE FOR THE CHILD AND ADULT CARE
FOOD PROGRAM (LESS THAN 12 MONTHS ONLY)**

The contract period should not extend beyond one year. Therefore, the number of operating days should equal the total number of days the center will be open and provide food service for the year (240 workdays in average calendar). If the Total Estimated Cost of Food Service for Contract Period (12 months or less) exceeds \$150,000, a formal procurement bid process must be completed instead of a 3-quote system.

This agreement is made an entered into between _____
(Vendor) and _____ (Child Care Business). WHEREAS the
_____ (Vendor) agrees to provide daily unitized or
congregate meals either (a) include or (b) exclusive (circle one) of milk to
_____ (Child Care Business) for the rates herein listed:

Price Per Meal	Meal Type	X	# of Meals Needed Per Day	X	# of operating days for contract period	=	Estimated Total Cost of Food Service Contract
\$	Breakfast	X		X		=	\$
\$	AM Snack	X		X		=	\$
\$	Lunch	X		X		=	\$
\$	PM Snack	X		X		=	\$
\$	Supper	X		X		=	\$
\$	Evening Snack	X		X		=	\$
Total Estimated Cost of Food Service for Contract Period						=	\$

MEAL PATTERN REQUIREMENTS

It is further agreed that _____ (Vendor), pursuant to the provisions of the Child and Adult Care Food Program regulations, 7 CFR Part 226**, attached copy of which is part of this agreement, will assure that the said meals/snacks meet the minimum meal pattern requirements, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered. Said records will be provided to _____ (Child Care Business) promptly by the last calendar day or each month to meet its responsibility.

RECORDKEEPING REQUIREMENTS

It is further understood that both the Child Care Business and Vendor are responsible for meeting accurate recordkeeping requirements; agrees to maintain all required records for three year, or longer until all reviews and/or audits are closed, and submission of all monthly claims for reimbursement in accordance with 7 CFR 226.

- The Vendor will maintain full and accurate records including daily production records, recipes, labels for commercially prepared foods, receipts for meals costs and billing statements which will be available to the child care business and any state or federal official

at any reasonable time and place, for three years after the end of the fiscal year to which they pertain. The fiscal cycle is from October to September.

- The vendor will properly identify all products which meet the CACFP definition of whole-grain-rich (composition of 50% or more whole grain ingredients). Whole grain-rich items will be identified as **“WG”** on menus.
- All pre-produced components that are combination foods (i.e. pizza, fish sticks, chicken nuggets, etc.) will have Child Nutrition labels that are given to the Child Care Business. Combination foods will be identified as **“CN”** on menus.
- Milk must be itemized by (a) type, (b) serving size and (c) quantity.
- 2% milk is never a creditable substitute for milk unless it is specified for a child with special needs. As a result, 2% must never be delivered to this site the Child Care Business’ knowledge.

PAYMENTS

_____ (Child Care Business) acknowledges its responsibility to pay for all meals/snacks delivered in accordance with this Agreement and federal regulations.

_____ (Vendor) understands that neither Quality Care for Children, USDA, nor Bright from the Start assumes any liability for payment of meals/snacks delivered, or the difference between the number of meals/snacks delivered and the number of meals/snacks served or claimed for reimbursement; not does Quality Care for Children, Bright from the Start or USDA assume liability for the Child Care Business’s non-payment for meals.

EFFECTIVE DATE AND TERMINATION

This agreement shall be effective as of _____ (MM/DD/YY) through _____ (MM/DD/YY). It may be terminated by notice in writing given by any party, at least 10 days prior to the date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Signature and Title of Vendor of FSMC

Signature and Title of Child Care Business

Date: MM/DD/YY

Date: MM/DD/YY

** A copy of the CACFP regulations and CACFP Food Crediting Guide should be provided to vendor along with agreement.

This institution is an equal opportunity provider.