

## PROCEDURAL AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

List each site or attendance center below, hereinafter referred to as "Center:"

List each meal preparation site below, hereinafter referred to as "Vendor:"

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the parties agree to enter into this agreement subject to the following terms:

- Meals prepared by the Vendor shall comply with the Child and Adult Care Food Program (CACFP) meal pattern and component requirements (see Attachment C). Foods prepared by the Vendor also shall comply with specific requirements as addressed in the "CACFP Crediting Foods" handbook.
- The Vendor shall not subcontract for any meal, with or without milk, or for the assembly of any meals. The Vendor shall prepare the meals at \_\_\_\_\_. The meals indicated below shall be prepared at the following (address of preparation site) prices per meal and shall include quantities stated for each meal ordered.

Meal:	Milk <sup>1</sup>	Meat/ Meat Alt. <sup>2</sup>	Fruits and/or Vegetables	Bread/ Grain <sup>3</sup>	Cost per Meal
Breakfast	cup	oz.	cup	serving	\$
A.M. Snack <sup>4</sup>	cup	oz.	cup	serving	\$
Lunch	cup	oz.	cup	serving	\$
P.M. Snack <sup>4</sup>	cup	oz.	cup	serving	\$
Supper	cup	oz.	cup	serving	\$

<sup>1</sup>Include quantities of milk only if provided by the Vendor.

<sup>2</sup>Ounces of meat/meat alternate are based on cooked portions of lean meat and shall not include breading and/or bones.

<sup>3</sup>Refer to Attachment C for serving requirements for bread/grain.

<sup>4</sup>Components from two food groups are required for snacks. Indicate portions for all food items provided by the Vendor.

- The unit prices submitted are based on a minimum of 4 weeks menus which are attached hereto (Attachment B) and made a part of this agreement. The menu cycle shall be an integral part of the agreement. The Vendor must adhere to the cycle for the first \_\_\_\_\_ days. Menus shall be planned cooperatively by the Center and the Vendor at least four (4) weeks in advance. Cycle menus may be used.
- The Vendor shall provide menus to the Center on a \_\_\_\_\_ basis \_\_\_\_\_ days in advance of meal service. These menus shall be reviewed and approved by the Center for compliance of the meal pattern and component requirements. If cycle menus are used, they will be furnished monthly or as the cycle runs.  
(weekly, monthly)
- Meals shall coincide on a daily basis with the approved menu. Menu changes shall be agreed upon by both parties but changes will not be entertained subsequent to placement of any weekly order. All menu substitutions shall be approved by the Center. When an emergency situation exists which might prevent the Vendor from providing a specified meal component the Vendor shall notify the Center immediately so substitutions can be agreed upon.
- The type and number of meals listed for each site on Attachment A, which is attached hereto and made a part of this agreement, shall be transported by employees of the \_\_\_\_\_ on a daily basis from the preparation site to each serving  
(Center or Vendor)

site by the delivery times indicated in Attachment A. The meals shall be transported at proper temperatures in containers that meet local health standards. Containers shall be furnished by the \_\_\_\_\_ (Center or Vendor). The containers shall be sanitized daily by the Vendor.

7. The Vendor agrees to package the meals in \_\_\_\_\_ packages for delivery. Milk \_\_\_\_\_ be included.  
(unitized or bulk) (shall or shall not)
8. The Vendor assures that it has Federal, State, or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times.
9. Any changes in approved sites will be made by the Center not less than \_\_\_\_\_ days prior to the day of delivery of the meals. The Center reserves the right to increase or decrease the number of meals ordered up to one hour prior to delivery.
10. The Vendor shall attach a Meal Transport Sheet with each delivery specifying the date and quantity of meals, by type (breakfast, lunch, snack, supper), that are provided. If Meal Transport Sheets are not provided, an alternate method must be approved by Child Nutrition & Wellness, Kansas State Department of Education.
11. The Vendor agrees to maintain all necessary records, supported by the invoices, receipts or other evidence, which may be required by the Center to meet its Child and Adult Care Food Program responsibilities.
12. Once a month, the Vendor shall submit to each center a list by meal type of the number of meals provided daily.
13. The Vendor's books and records pertaining to the services to be provided herein and the Center's food service operation shall be available for inspection and/or audit by representatives of the Kansas State Department of Education; USDA, Food and Nutrition Service; the U.S. General Accounting Office; and USDA, Office of the Inspector General, at any reasonable time and place. These records shall be retained for a period of four years from the date of receipt of final payment under this agreement, or in case where an audit remains unresolved, until such time as the audit is resolved.
14. The Vendor agrees to operate in accordance with current CACFP regulations.
15. No payment shall be made to the Vendor for meals that do not meet the meal requirements as set forth herein, are spoiled or unwholesome at time of delivery, are delivered outside the agreed upon delivery time, have been disallowed for reimbursement by Kansas State Department of Education or USDA Federal Reviewers, or otherwise do not meet the requirements of this agreement.
16. The parties expressly agree that the Center may cancel the agreement in the event federal funding supporting the program is withdrawn by the funding source.
17. If the Vendor fails to comply with any of the requirements of this agreement, the Center shall notify the Vendor of specific instances of noncompliance in writing, and immediate action must be taken to correct the noncompliance.
18. The term of this agreement shall be from \_\_\_\_\_ to \_\_\_\_\_.  
(beginning date) (ending date)
19. Food service personnel responsible for planning/preparing meals shall be orientated to the terms of the agreement and receive a copy of the "CACFP Crediting Foods" handbook.
20. By signing this agreement, the representatives of the parties thereby represent and warrant that they are duly authorized by the respective parties to sign this agreement, binding the parties hereto.

**On behalf of the Center(s):**

\_\_\_\_\_  
(Signature of Authorized Representative)  
  
\_\_\_\_\_  
(Typed Name of Authorized Representative)  
  
\_\_\_\_\_  
(Title) (Date)

**On behalf of the Vendor:**

\_\_\_\_\_  
(Signature of Food Service Director)  
  
\_\_\_\_\_  
(Typed Name of Food Service Director)  
  
\_\_\_\_\_  
(Title) (Date)

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**Child and Adult Care Food Program**

**SPECIFICATIONS FOR MEALS ON CONTRACT  
Attachment A**

**Directions:** (1) Complete one Attachment A for each site. (2) Type "XXX" in boxes which are not applicable.

Name of Site
Address
City
Zip
Center Director
Phone Number

	BREAKFAST	AM SNACK	LUNCH	PM SNACK	SUPPER
A. Delivery time for each meal.					
B. Estimated number of meals per day.					
C. Estimated number of serving days per <u>year</u> .					
D. Unit price per meal.					
E. Estimate total for contract period. (B x C x D = E)					





**Child and Adult Care Food Program**

**4 WEEK MENU SAMPLE  
Attachment B**

A minimum four-week menu (20 days) must be attached as part of the contract for each meal type provided under this contract (breakfast, lunch, snack, supper). Sample menus must indicate the CACFP component for each meal. Refer to Attachment C –Requirements for Meals. Combination dishes such as casseroles, tacos, soups and stews must indicate the food components included. Generic recipe names such as “Cowboy Stew” and “Cooks Choice” are not acceptable. Listing “Fruit”, “Juice”, and “Cereal” are also not acceptable; name the specific food item served. If a breaded main dish item is provided with no additional bread/grain item, it must be indicated as a “CN” (Child Nutrition labeled product).

The following is an example of how cycle menus should be submitted as part of this contract. **DO NOT** submit this sample page.

<i><b>MONDAY</b></i>	<i><b>TUESDAY</b></i>	<i><b>WEDNESDAY</b></i>	<i><b>THURSDAY</b></i>	<i><b>FRIDAY</b></i>
<b>Breakfast</b>				
Milk Orange Juice <sup>(C)</sup> Bagel <sup>(I)</sup>	Milk Banana <sup>(C,F)</sup> Rice Krispies	Milk Cantaloupe Cubes <sup>(A,C,F)</sup> English Muffin <sup>(I)</sup>	Milk Strawberries <sup>(C)</sup> French Toast <sup>(I)</sup>	Milk Grapefruit Sections <sup>(C,F)</sup> Wheat Toast <sup>(I)</sup>
<b>Lunch</b>				
Milk Breaded Chicken Pattie <sup>(CN,I)</sup> Carrot Coins <sup>(A)</sup> Apple Wedges <sup>(F)</sup>	Milk Pizza (hamburger & cheese) <sup>(I)</sup> Lettuce Salad with Tomatoes <sup>(A,C,F)</sup> Watermelon <sup>(F)</sup>	Milk Chicken Legs <sup>(I)</sup> Mashed Potatoes w/gravy Green Beans Dinner Roll <sup>(I)</sup>	Milk Chili (ground beef, beans, tomatoes) <sup>(A,C,I)</sup> Applesauce Saltine Crackers	Milk Baked Cod Filets <sup>(I)</sup> French Fries Asparagus <sup>(A,C)</sup> Bread <sup>(I)</sup>
<b>Snack</b>				
Graham Crackers Milk	Trail Mix (Cheerios, Kix, & peanuts) Pineapple Juice <sup>(C)</sup>	Milk Oatmeal Cookies	Peanut Butter Sandwich <sup>(I)</sup> Grape Juice	Cheese Cubes Pear Slices <sup>(F)</sup>

**Key to Abbreviations:**

- A ..... Vitamin A Source**
- C ..... Vitamin C Source**
- CN ..... Child Nutrition Labeled Product**
- F ..... Fresh Fruit or Vegetable**
- I ..... Iron Source**



**Child and Adult Care Food Program  
REQUIREMENTS FOR MEALS  
Attachment C**

**Child and Adult Care Food Program Meal Pattern Requirements**

*Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.*

**BREAKFAST**

<b>Age:</b>	<b>1-2</b>	<b>3-5</b>	<b>6-12</b>	<b>Adults</b>
Fluid milk	½ cup	¾ cup	1 cup	1 cup
Juice or fruit or vegetable	¼ cup	½ cup	½ cup	½ cup
Grains/bread or cold dry cereal or cooked cereal	½ slice (or ½ serving) ¼ cup (or 1/3 oz.) ¼ cup	½ slice (or ½ serving) 1/3 cup (or ½ oz.) ¼ cup	1 slice (or 1 serving) ¾ cup (or 1 oz.) ½ cup	2 servings (or 2 slices) 1 ½ cup (or 2 oz.) 1 cup

**SNACK**

Select two of the following four components. Juice may not be served when milk is served as the only other component.				
<b>Age:</b>	<b>1-2</b>	<b>3-5</b>	<b>6-12</b>	<b>Adults</b>
Fluid milk	½ cup	½ cup	1 cup	1 cup
Juice or fruit or vegetable	½ cup	½ cup	¾ cup	½ cup
Meat or meat alternate or yogurt	½ oz. 2 oz. (or ¼ cup)	½ oz. 2 oz. (or ¼ cup)	1 oz. 4 oz. (or ½ cup)	1 oz. 4 oz. (or ½ cup)
Grains/bread	½ slice (or ½ serving)	½ slice (or ½ serving)	1 slice (or 1 serving)	1 slice (or 1 serving)

**LUNCH/SUPPER**

<b>Age:</b>	<b>1-2</b>	<b>3-5</b>	<b>6-12</b>	<b>Adults</b>
Fluid milk	½ cup	¾ cup	1 cup	1 cup (Lunch only)
Meat or poultry or fish or cheese or meat alternate	1 oz.	1 ½ oz.	2 oz.	2 oz.
Vegetables and/or fruit (2 or more different foods)	¼ cup (Total)	½ cup (Total)	¾ cup (Total)	1 cup (Total)
Grains/bread	½ slice (or ½ serving)	½ slice (or ½ serving)	1 slice (or 1 serving)	2 slices (or 2 servings)

## Child and Adult Care Food Program Meal Pattern Requirements

*Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.*

### Infant Meal Pattern

	Breakfast	Lunch and Supper	Snack
<b>Birth through 3 months</b>	4-6 fluid ounces (fl. oz.) breast milk <sup>1</sup> or formula <sup>2</sup>	4-6 fl. oz. breast milk <sup>1</sup> or formula <sup>2</sup>	4-6 fl. oz. breast milk <sup>1</sup> or formula <sup>2</sup>
<b>4 months through 7 months</b>	4-8 fl. oz. breast milk <sup>1</sup> or formula <sup>2</sup>  0-3 tablespoons (tbsp.) infant cereal <sup>3</sup> (optional)	4-8 fl. oz. breast milk <sup>1</sup> or formula <sup>2</sup>  0-3 tbsp. infant cereal <sup>3</sup> (optional)  0-3 tbsp. fruit and/or vegetable (optional)	4-6 fl. oz. breast milk <sup>1</sup> or formula <sup>2</sup>
<b>8 months through 11 months</b>	6-8 fl. oz. breast milk or formula <sup>2</sup>  2-4 tbsp. infant cereal <sup>3</sup>  1-4 tbsp. fruit and/or Vegetable	6-8 fl. oz. breast milk or formula <sup>2</sup>  2-4 tbsp. infant cereal <sup>3</sup> <b>and/or</b> 1-4 tbsp. meat, fish, poultry, egg yolk, or cooked dry beans or dry peas <b>or</b> ½-2 oz. cheese <b>or</b> 1-4 oz. cottage cheese, cheese food, or cheese spread  1-4 tbsp. fruit and/or vegetable	2-4 fl. oz. breast milk or formula <sup>2</sup> , or fruit juice <sup>4</sup>  0-1/2 slice bread or 0-2 crackers <sup>5</sup> (optional)

<sup>1</sup> Not applicable for contract

<sup>2</sup> Iron-fortified infant formula

<sup>3</sup> Iron-fortified dry infant cereal

<sup>4</sup> Full-strength fruit juice

<sup>5</sup> Made from whole-grain or enriched meal or flour