

INSTRUCTIONS FOR USE

CHILD CARE STANDARD FOOD SERVICE VENDING AGREEMENT (DELIVERY)

The attached sample *Standard Agreement to Furnish Food Service* can be used when an agency contracts with a food service vendor for meals that will be claimed for reimbursement under the Child and Adult Care Food Program (CACFP).

Agencies should familiarize themselves with procurement procedures and requirements as found in Title 2 *Code of Federal Regulations*, sections 200.318–326 (2 *CFR* 200.318–326) and Title 7 *Code of Federal Regulations*, Section 226.22 (7 *CFR* 226.22).

This agreement may be used **only** if the aggregate value of your contract is below the purchase threshold appropriate to your agency. The current Federal purchase threshold is \$150,000, per 2 *CFR* 200.88. As part of your agency's procurement standards, ensure that when you are purchasing goods over \$3,500 that obtain an adequate number of price quotes and select the lowest cost vendor. Please note that if you intend to purchase anything above the aggregate value of \$150,000 or would like a contract longer than one year, you must follow formal procurement process.

The agreement must be signed by both the agency and the vendor. This agreement contains the requirements outlined in the Code of Federal Regulations. **No deletions of clauses or items will be allowed without the approval of the Nutrition Services Division.** The Schedule B–Meal Pattern appropriate to your agency type is a required part of the agreement. Additional clauses may be added to bring the agreement into conformance with applicable State or local laws governing your agency.

If you are a public agency you may use your customary form of contract **if that form incorporates all of the provisions set forth in 7 *CFR* 226.6(i), 226.21, and 226.22.**

This agreement is **valid for one year only** (Ex: January 5, 2016–January 4, 2017). A new agreement must be executed annually. Submit a photocopy of each agreement to the CACFP for review **prior** to beginning program operations covered under the agreement. Copies of the completed agreement and all amendments must be retained by both the agency and the vendor. If only one original agreement is signed, we recommend that you retain it in your files.

If you have any questions regarding the use of this agreement or need clarification of the regulatory requirements for contracting, please call the Nutrition Services Division at (916) 445-0850 or toll free at (800) 952-5609.

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| VENDOR #: |
| AGREEMENT #: |

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

THIS ENTERED INTO ON THIS FIRST DAY OF AUGUST MONTH, 2019 YEAR BY
AND BETWEEN REDWOOD EMPIRE FOOD BANK NAME OF AGENCY, HEREINAFTER REFERRED TO AS THE
AGENCY, AND SANTA ROSA CITY SCHOOLS NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY, HEREINAFTER REFERRED TO AS THE
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE AGENCY TO PREPARE SPECIFIED MEALS UNDER THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP) FOR ENROLLED PARTICIPANTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE AGENCY'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE AGENCY ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE THE MEALS (INCLUSIVE/EXCLUSIVE) OF MILK FOR See addendum NAME OF SITE (ATTACH SHEET IF MULTIPLE)

DELIVERY TO THE AGENCY AT Drop Off ADDRESS BY 2pm TIME

EACH Monday-Friday, except holiday and furloughs, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND * WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE

AT THE COST(S) PER MEAL LISTED BELOW:

| | | | | | |
|------------------|----------|------|--------|----------|------|
| BREAKFAST | \$ _____ | EACH | LUNCH | \$ _____ | EACH |
| SUPPLEMENT/SNACK | \$ 1.15 | EACH | SUPPER | \$ 3.15 | EACH |

2. ASSURE THE AGENCY THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

* Negotiable time frame but should be no longer than 24 hours.

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**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY
AND A FOOD SERVICE VENDOR**

3. PROVIDE THE AGENCY, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST * 10 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. ANY CHANGES TO THE MENU MADE AFTER AGENCY APPROVAL, MUST BE AGREED UPON BY THE AGENCY AND DOCUMENTED ON THE MENU RECORDS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE AGENCY UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE CHILD AND ADULT CARE FOOD PROGRAM'S SCHEDULE B--MEAL PATTERN (ATTACHED) WHICH IS EXCERPTED FROM THE TITLE 7 CODE OF FEDERAL REGULATIONS, SECTION 226.20.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE AGENCY DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND, (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE USDA FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE AGENCY. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE AGENCY.
8. ALLOW THE AGENCY TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN * 20 HOURS OF THE SCHEDULED DELIVERY TIME.
9. PRESENT TO THE AGENCY AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE * 10 DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN 1 HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT.
10. PROVIDE THE AGENCY WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE CACFP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA RETAIL FOOD FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA HEALTH AND SAFETY CODE ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT CACFP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE (3) YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE AGENCY, REPRESENTATIVES OF THE CALIFORNIA STATE DEPARTMENT OF EDUCATION, THE U. S. DEPARTMENT OF AGRICULTURE, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

* Negotiable time frame.

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| VENDOR #: |
| AGREEMENT #: |

STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A CHILD AND ADULT CARE FOOD PROGRAM AGENCY AND A FOOD SERVICE VENDOR

THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.

WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH AGENCY SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT TITLE 34 CODE OF FEDERAL REGULATIONS, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE AGENCY AGREES TO:

1. REQUEST BY TELEPHONE NO LATER THAN 4pm the day before AN ACCURATE NUMBER OF _____
TIME OF DAY AND DAY OF WEEK
 MEALS TO BE DELIVERED TO THE AGENCY ON EACH Weekday. NOTIFY THE
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE
 VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 12 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.
2. ENSURE THAT AN AGENCY REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY. THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE, QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE AGENCY ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE CACFP, AND IN HEALTH AND SANITATION PRACTICES.
3. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING AREAS, AND ASSEMBLE TRANSPORT CARTS AND AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN The following day.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 5 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF TITLE 7 CODE OF FEDERAL REGULATIONS, PART 226; THE CHILD AND ADULT CARE FOOD PROGRAM SCHEDULE B--MEAL PATTERN; AND THE USDA FOOD BUYING GUIDE (AS APPLICABLE); AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE CACFP. THE AGENCY WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE AGENCY, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE CACFP.

* Negotiable time frame.

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| VENDOR #: |
| AGREEMENT #: |

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
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6. PAY THE VENDOR BY THE 20 DAY OF EACH MONTH THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE AGENCY AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING August 16 2019 AND SHALL BE FOR A PERIOD
DATE
OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 30 DAYS PRIOR TO THE DATE OF TERMINATION.

SCHOOL FOOD AUTHORITY VENDING TO AN AGENCY:

PER TITLE 7, CODE OF FEDERAL REGULATIONS, SECTION 226.20 (O), AGENCIES WHICH VEND FROM A SCHOOL THAT PARTICIPATES IN THE NATIONAL SCHOOL LUNCH AND SCHOOL BREAKFAST PROGRAMS MAY USE THE SCHOOL'S MEAL PATTERN. ENTER THE MEAL PATTERN YOU WILL USE:

If the Agency agrees to the menu planning option, the school will train the Agency by: _____

AGENCY:

Agrees to allow the school to use the SMI menu planning option noted above (submit menu for NSD's approval):
Yes No

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

| | |
|------------------------------------|------------------------------------|
| VENDOR OFFICIAL SIGNATURE | AGENCY OFFICIAL SIGNATURE |
| VENDOR OFFICIAL NAME (PLEASE TYPE) | AGENCY OFFICIAL NAME (PLEASE TYPE) |
| TITLE | TITLE |
| TELEPHONE NUMBER | TELEPHONE NUMBER |
| DATE | DATE |

SCHEDULE B—NSD 2050B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS**

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| CNIPS #: |
| VENDOR #: |

| | BIRTH THROUGH THREE MONTHS | | AGES FOUR THROUGH SEVEN MONTHS | | AGES EIGHT THROUGH ELEVEN MONTHS | |
|------------------------|----------------------------|--|--|---|--|---|
| BREAK FAST | 4 TO 6 FL OZ | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} | 4 TO 8 FL OZ 0 TO 3 TBSP | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ^{4,5} | 6 TO 8 FL OZ 2 TO 4 TBSP 1 TO 4 TBSP | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ⁴ FRUIT AND/OR VEGETABLE |
| LUNCH OR SUPPER | 4 TO 6 FL OZ | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} | 4 TO 8 FL OZ 0 TO 3 TBSP 0 TO 3 TBSP | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ^{4,5} FRUIT AND/OR VEGETABLE ⁵ | 6 TO 8 FL OZ 2 TO 4 TBSP 1 TO 4 TBSP ½ TO 2 OZ 1 TO 4 OZ 1 TO 4 OZ 1 TO 4 TBSP | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} INFANT CEREAL ⁴ AND/OR LEAN MEAT, FISH, POULTRY, EGG YOLK, COOKED DRY BEANS OR PEAS OR CHEESE OR (VOLUME) COTTAGE CHEESE OR (WEIGHT) CHEESE FOOD OR CHEESE SPREAD FRUIT AND/OR VEGETABLE |
| SNACK | 4 TO 6 FL OZ | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} | 4 TO 6 FL OZ | BREAST MILK ^{1,2,3} OR FORMULA ^{1,4} | 2 TO 4 FL OZ 0 TO ½ SLICE 0 TO 2 | BREAST MILK ^{1,2,3} FORMULA ^{1,4} OR FRUIT JUICE ⁶ BREAD ^{5,7} OR CRACKERS ^{5,7} |

¹ BREAST MILK OR FORMULA, OR PORTIONS OF BOTH, MAY BE SERVED; HOWEVER, IT IS RECOMMENDED THAT BREAST MILK BE SERVED IN PLACE OF FORMULA FROM BIRTH THROUGH 11 MONTHS.

² FOR SOME BREASTFED INFANTS WHO REGULARLY CONSUME LESS THAN THE MINIMUM AMOUNT OF BREAST MILK PER FEEDING, A SERVING OF LESS THAN THE MINIMUM AMOUNT OF BREAST MILK MAY BE OFFERED, WITH ADDITIONAL BREAST MILK OFFERED IF THE INFANT IS STILL HUNGRY.

³ ONLY THE INFANT’S MOTHER CAN PROVIDE BREAST MILK.

⁴ INFANT FORMULA AND DRY INFANT CEREAL MUST BE IRON FORTIFIED.

⁵ A SERVING OF THIS COMPONENT IS REQUIRED ONLY WHEN THE INFANT IS DEVELOPMENTALLY READY TO ACCEPT IT.

⁶ FRUIT JUICE MUST BE FULL STRENGTH (100% JUICE) AND OFFERED FROM A CUP, NOT A BOTTLE, TO PREVENT TOOTH DECAY.

⁷ MUST BE MADE FROM WHOLE GRAIN OR ENRICHED MEAL OR FLOUR.

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

VENDOR #:
AGREEMENT #:

| BREAKFAST | AGES ONE THROUGH TWO YEARS | AGES THREE THROUGH FIVE YEARS | AGES SIX THROUGH TWELVE YEARS |
|--|--|---|--|
| MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT) | ½ CUP | ¾ CUP | 1 CUP |
| VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE | ¼ CUP | ½ CUP | ½ CUP |
| GRAINS/BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS | ½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ ¼ CUP | ½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP | 1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP |
| LUNCH OR SUPPER | | | |
| MILK, FLUID (2 years and older must be served 1% or NON- FAT) | ½ CUP | ¾ CUP | 1 CUP |
| VEGETABLE AND/OR FRUIT (TWO OR MORE KINDS) | ¼ CUP TOTAL | ½ CUP TOTAL | ¾ CUP TOTAL |
| GRAINS/BREAD (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COOKED PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS | ½ SLICE ½ SERVING ¼ CUP | ½ SLICE ½ SERVING ¼ CUP | 1 SLICE 1 SERVING ½ CUP |
| MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR COOKED DRIED BEANS OR DRIED PEAS * OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS** OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES | 1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ** ½ CUP OR 4 OZ | 1½ OZ 1½ OZ 1½ OZ ⅔ CUP OR 3 OZ ¾ EGG ⅔ CUP 3 TBSP ¾ OZ** ¾ CUP OR 6 OZ | 2 OZ 2 OZ 2 OZ ½ CUP OR 4 OZ 1 EGG ½ CUP 4 TBSP 1 OZ** 1 CUP OR 8 OZ |
| SNACKS (SELECT TWO OF THESE FOUR COMPONENTS)*** | | | |
| MILK, FLUID (2 YEARS AND OLDER MUST BE SERVED 1% OR NON-FAT) | ½ CUP | ½ CUP | 1 CUP |
| VEGETABLE, FRUIT, OR FULL-STRENGTH (100%) JUICE | ½ CUP | ½ CUP | ¾ CUP |
| GRAINS OR BREADS (WHOLE GRAIN OR ENRICHED): BREAD OR ROLLS, MUFFINS, ETC. OR COLD DRY CEREAL (VOLUME OR WEIGHT, WHICHEVER IS LESS) OR COOKED CEREAL, PASTA, NOODLE PRODUCTS, OR CEREAL GRAINS | ½ SLICE ½ SERVING ¼ CUP OR ⅓ OZ ¼ CUP | ½ SLICE ½ SERVING ⅓ CUP OR ½ OZ ¼ CUP | 1 SLICE 1 SERVING ¾ CUP OR 1 OZ ½ CUP |
| MEAT/MEAT ALTERNATES LEAN MEAT, FISH, OR POULTRY (EDIBLE PORTION AS SERVED) OR ALTERNATE PROTEIN PRODUCTS ***** OR CHEESE (NATURAL OR PROCESSED) OR COTTAGE CHEESE, CHEESE FOOD/CHEESE SPREAD SUBSTITUTE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED**** OR COOKED DRIED BEANS OR DRIED PEAS* OR PEANUT BUTTER, REDUCED-FAT PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, ROASTED PEAS, OR SEEDS OR AN EQUIVALENT QUANTITY OF ANY COMBINATION OF THE ABOVE MEAT/MEAT ALTERNATES | ½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ | ½ OZ ½ OZ ½ OZ ⅛ CUP OR 1 OZ ½ EGG ¼ CUP ⅛ CUP 1 TBSP ½ OZ | 1 OZ 1 OZ 1 OZ ¼ CUP OR 2 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ |

* DRIED BEANS OR DRIED PEAS MAY BE USED AS A MEAT ALTERNATE OR AS A VEGETABLE COMPONENT; BUT CANNOT BE COUNTED AS BOTH COMPONENTS IN THE SAME MEAL.

** NO MORE THAN 50 PERCENT OF THE REQUIREMENT SHALL BE MET WITH NUTS OR SEEDS. NUTS OR SEEDS SHALL BE COMBINED WITH ANOTHER MEAT/MEAT ALTERNATE TO FULFILL THE REQUIREMENT. TO DETERMINE COMBINATIONS, 1 OZ. OF NUTS OR SEEDS IS EQUAL TO 1 OZ OF COOKED LEAN MEAT, POULTRY, OR FISH. ROASTED PEAS CAN COUNT AS A MEAT ALTERNATE OR VEGETABLE COMPONENT, BUT CANNOT BE COUNTED AS BOTH IN THE SAME MEAL.

*** JUICE CANNOT BE SERVED WHEN MILK IS SERVED AS THE ONLY OTHER COMPONENT.

**** COMMERCIALY ADDED FRUIT OR NUTS IN FLAVORED YOGURT CANNOT BE USED TO SATISFY THE SECOND COMPONENT REQUIREMENT IN SNACKS.

*****must meet the requirements per title 7 Code of federal regulations, section 226.20.

**Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B**

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|------------------|
| VENDOR #: |
| CNIPS#: |

| Breakfast | | |
|---|---|--|
| Milk¹, Fluid | Milk¹, Fluid | 1 cup ² |
| Vegetable/Fruit³ | Vegetable/Fruit³ , or Full-strength Juice, or Any Combination | ½ cup or 4 oz. |
| Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following: | <ul style="list-style-type: none"> • Bread • Cornbread, Rolls, Muffins, or Biscuits • Cold Dry Cereal (volume or weight, whichever is less)⁶ • Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent • Cooked Cereal Grains • Or an equivalent quantity of any combination of Bread | 2 slices 2 servings 1½ cups or 2oz 1 cup 1 cup 1 cup |
| Lunch or Supper | | |
| Milk¹, Fluid | Milk¹, Fluid (lunch only - milk is not required for supper) | 1 cup ² |
| Vegetable/Fruit⁵ | Vegetable/Fruit⁵ (two or more kinds served as individual menu items) | 1 cup total |
| Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following: | <ul style="list-style-type: none"> • Bread • Cornbread, Rolls, Muffins, or Biscuits • Cold Dry Cereal (volume or weight, whichever is less)⁶ • Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent • Cooked Cereal Grains • Or an equivalent quantity of any combination of Bread | 2 slices 2 servings 1½ cups or 2oz 1 cup 1 cup 1 cup |
| Meat/Meat Alternates⁷ Lean Meat, Fish, Poultry (edible portion) or one of the following: | <ul style="list-style-type: none"> • Lean Meat, Fish, Poultry (edible portion) • Cheese • Cottage cheese, cheese food, or processed cheese spread • Yogurt, plain, flavored, or sweetened • Eggs • Cooked dry beans, or peas • Peanut butter, soy nut butter, other nut, or seed butters • Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas • Or an equivalent quantity of any combination of meat/meat alternates | 2 oz. 2 oz. ½ cup or 4 oz. 1 cup or 8 oz. 1 egg ½ cup 4 tbsp. 1 oz. = 50% 2 oz. total |
| A.M. Or P.M. Snack (select 2 different food components) | | |
| Milk¹, Fluid | Milk¹, Fluid | 1 cup |
| Vegetable/Fruit³ | Vegetable/Fruit³ , or full-strength juice, or any combination | ½ cup or 4 oz. |
| Grains/Bread⁴ (whole grain, enriched, or fortified): Bread or one of the following: | <ul style="list-style-type: none"> • Bread • Cornbread, Rolls, Muffins, or Biscuits • Cold Dry Cereal (volume or weight, whichever is less)⁶ • Cooked Cereal, Pasta, Noodle Products, or Cereal Grains, or equivalent • Cooked Cereal Grains • Or an equivalent quantity of any combination of Bread | 1 slice 1 serving ¾ cup or 1 oz. ½ cup ½ cup ½ cup |
| Meat/Meat Alternates⁷ Lean Meat, Fish, Poultry (edible portion) or one of the following: | <ul style="list-style-type: none"> • Lean Meat, Fish, Poultry (edible portion) • Cheese • Cottage cheese, cheese food, or processed cheese spread • Yogurt, plain, flavored, or sweetened • Eggs • Cooked dry beans, or peas • Peanut butter, soy nut butter, other nut, or seed butters • Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas • Or an equivalent quantity of any combination of meat/meat alternates | 1 oz. 1 oz. ¼ cup or 2 oz. ½ cup or 4 oz. ½ egg ¼ cup or 2 oz. 2 tbsp. 1 oz. 1 oz. total |

Offer versus Serve

Adult Day Care Centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS each adult care center shall offer its adult participants all of the required food components as set forth in the requirements for meals (7 CFR 226.20). However, at the discretion of the adult day care center, adult participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable and/or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of meat or meat alternate)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

CERTIFICATION

| | |
|--|-------------|
| Are meals provided using the Offer vs. Serve option? Yes No If yes, which meals () Breakfast () Lunch () Supper If yes, which meals? _____ If yes, what date will you begin the Offer vs. Serve option? _____ | |
| <p><i>I certify that the agency will comply with all meal and component requirements set forth in the federal regulations, 7 CFR Part 226 and outlined above. I understand that any meal served that does not meet these requirements may not be claimed for reimbursement under the Child and Adult Care Food Program.</i></p> | |
| Signature of Authorized Representative | Date |

NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027), found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410
- (2) Fax: 202-690-7442
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

Note: The protected classes for the Child and Adult Care Food Program are race, color, national origin, age, sex, and disability.