

# Agreement to Furnish Meals for the Child and Adult Care Food Program

This agreement is made and entered into between \_\_\_\_\_ and \_\_\_\_\_  
FSMC  
 \_\_\_\_\_, WHEREAS the \_\_\_\_\_ agrees to provide daily  
CACFP Institution FSMC  
 unitized meals (inclusive/exclusive) of milk to \_\_\_\_\_ for the rates herein listed:  
Circle one option CACFP Institution

Price Per Meal	Meal Type	X	# 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		=	\$
<b>Total Estimated Cost of Food Service for Contract Period</b>							<b>\$</b>

\*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.

It is further agreed that \_\_\_\_\_, 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 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 \_\_\_\_\_ promptly by the last calendar day of each month to meet its responsibility. It is further understood that the Institution and Vendor or FSMC are responsible for meeting accurate recordkeeping requirements; agrees to maintain all required records for three years, plus the current 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.

\_\_\_\_\_ acknowledges its responsibility to pay for all meals/snacks delivered in accordance with this Agreement and federal regulations. \_\_\_\_\_ understands that neither USDA, nor Bright from the Start assumes any liability for payment of meals/snacks delivered, or the differences between the number of meals/snacks delivered and the number of meals/snacks served or claimed for reimbursement; nor does Bright from the Start or USDA assume liability for the Institution's non-payment for meals.

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

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

\_\_\_\_\_  
**Signature and Title of FSMC**

\_\_\_\_\_  
**Signature and Title of CACFP Institution**

\_\_\_\_\_  
**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.**  
 USDA and Bright from the Start are equal opportunity providers and employers.