



CACFP003
CNP-120a

Food Service Agreement Between Nonprofit Food Service and CACFP Organizations

Instructions: Complete this agreement if the CACFP Organization will purchase meals from a non-profit organization (e.g., hospital, childcare, congregate meal site) or school food service. Complete a separate agreement if contracting with more than one vendor. Upload the signed agreement (pages 1-4) to the State agency* [IowaCNP](#) site-level checklist annually or sooner if changes occur. Keep a signed copy for your files.

Organization Name: _____ Agreement Number: _____

Site Name(s) and Number(s):

IT IS AGREED this ____ day of _____, 20____, by and between the CACFP Organization: _____, hereinafter referred to as the **Organization**, and the Nonprofit Food Service: _____, hereinafter referred to as the **Food Service**, operating in the County of _____, State of Iowa.

WHEREAS, the Organization is operating at the address of _____; and

WHEREAS, the Food Service has food preparation facilities and is providing food service within its own organization's address at _____, Iowa.

WHEREAS, it is feasible for the Food Service to provide vended meals, pursuant to the minimum requirements as prescribed by the United States Department of Agriculture (USDA) and the State agency (Iowa Department of Education, Bureau of Nutrition and Health Services) in compliance with the regulations of the Child and Adult Care Food Program (CACFP), to serve enrolled children/adults attending the Organization.

IT IS THEREFORE AGREED:

1. That the Food Service agrees to serve, on a non-profit basis, wholesome, nutritious, appetizing meal(s) which meet minimum requirements as prescribed by the USDA and the State agency. Menus must comply with the:
 - CACFP meal pattern (attached) or
 - National School Lunch Program K-5 meal pattern (this selection is an option only when Pre-K children are co-mingled at mealtime in the same dining area with non-pre-K children, or when meals will be provided by a school for school-aged children).
2. The Food Service will order the food and prepare the meal(s), to be served in a mutually agreed upon manner, so foods will be at the proper temperatures, in a palatable condition, and follow the planned menu unless changes have been agreed upon by both parties. The Food Service agrees that meals are to be prepared and delivered under sanitary conditions as outlined in the sanitation guidelines of the Iowa Department of Inspections and Appeals or local health department.
3. The Food Service will provide **standardized recipes** that include the yield, planned serving size and component contribution for mixed dishes, including but not limited to casseroles, sandwiches and salads; **Child Nutrition (CN) labels or signed product formulation statements** for commercial combination foods, including but not limited to meat products with binders, fillers, or extenders; breaded meats; and pizza; **Nutrition Fact labels** for breakfast cereal and yogurt to document products provided meet sugar requirements; and **product and/or ingredient labels** as needed to document whole grain-rich items were provided. The recipes and labels must be provided when items are served for the first time and when products change.



4. The Organization shall pay the Food Service the following meal charges:

a. \$ _____ per enrolled participant breakfast	b. \$ _____ per center personnel breakfast
c. \$ _____ per enrolled participant lunch/supper	d. \$ _____ per center personnel lunch/supper
e. \$ _____ per enrolled participant snack	f. \$ _____ per center personnel snack

Complete as applicable

Meals will be provided (check one):

- with milk
- without milk

(Milk must be skim or 1% for participants age 2 and over; whole milk for 1-year olds, and unflavored for pre-K children; flavored milk must be 1% or skim.)

The meal price includes (attach supporting documentation or specifications if needed):

- paper products
- delivery
- special diets
- non-dairy beverages
- other _____

5. Meals will be provided to the sites and at the times listed on pages 3 and 4.
6. If the Food Service determines it necessary to increase the per meal charges, an increase will be added to the Organization's meal charge. If a decrease in price occurs, the per-meal charge to the Organization will be reviewed. The prices charged reflect the cost of preparing and serving the vended meals. If a school receives commodities from the USDA, the meal charges listed should include the value the commodities used in the preparation of the meals.
7. The Organization will notify the Food Service of the number of meals to be delivered to each location or if the number of meals to be delivered needs to be changed for any site by (time) _____ on the day for which meals are to be served.
8. The Organization shall keep records required by the USDA regulations and the State agency, submit claims, and verify standards for food safety and sanitation are maintained.
9. The Food Service will include a completed food production record with the food delivered each day to document the amount of food prepared and delivered.
10. The Food Service shall submit invoices not less frequently than monthly to the CACFP organization.
11. The Food Service shall provide services pursuant to this agreement on each day the Food Service department is operating. The Organization shall provide a schedule of the days when the Organization will be in session. The Food Service shall notify the Organization a minimum of one week in advance for any days it cannot provide meals.
12. Meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet quality or CACFP meal pattern requirements stated in this contract, will not be purchased nor money exchanged.
13. This agreement may be terminated by either party with thirty (30) calendar day's written notice. Neither party to this agreement shall be liable to the other for damages caused by cancellation of this agreement.
14. The term of this agreement shall be from the _____ day of _____, 20____, to and including the _____ day of _____, 20_____.

Signature of Authorized Representative of Organization: _____	Signature of Authorized Representative of Food Service: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachments: Food Service Agreement Worksheet
CACFP Meal Patterns – Infants, 1-18 Years, Adult