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 24TH (MONTH), 2020 (YEAR) BY AND BETWEEN HARBOR HOUSE MINISTRIES (NAME OF AGENCY), HEREINAFTER REFERRED TO AS THE AGENCY, AND SAN LEANDRO UNIFIED SCHOOL DISTRICT (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 Harbor House Ministries (NAME OF SITE (ATTACH SHEET IF MULTIPLE))

   MEALS WILL BE PICKED UP AT Bancroft Middle School. 1150 Bancroft Ave 94577 (ADDRESS)

   EACH Monday (* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE), IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND

   AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	$ 1.25	EACH	LUNCH	$ 3.00	EACH
SUPPLEMENT/SNACK	$ .75	EACH	SUPPER	$ 3.00	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.

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 $250,000, per 2 *CFR* 200.88. As part of your agency's procurement standards, ensure that when you are purchasing goods over $10,000 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 $250,000 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, 2018–January 4, 2019). 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.

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 * 24 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.

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* Negotiable time frame.

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. THE AGENCY SHALL PROVIDE THE VENDOR WITH A LIST OF APPROVED SERVING LOCATIONS TO BE FURNISHED MEALS BY THE VENDOR AND THE NUMBER OF MEALS, BY TYPE, TO BE DELIVERED TO EACH LOCATION.

2. REQUEST BY TELEPHONE NO LATER THAN 10 am on the Prior Friday (TIME OF DAY AND DAY OF WEEK) AN ACCURATE NUMBER OF MEALS TO BE DELIVERED TO THE AGENCY ON EACH Monday (WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE). NOTIFY THE VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN * 24 HOURS OF THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE AGENCY SHALL BE THE RESPONSIBILITY OF THE AGENCY.

3. 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.

4. 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 pick up day (TIME EACH DAY).

5. NOTIFY THE VENDOR WITHIN 10 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES CHANGES, ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.

6. 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.

California Department of Education
Nutrition Services Division

VENDOR #:612900

AGREEMENT #:01057

Child and Adult Care Food Program
CACFP 17 (REV. 8/2018)
7 CFR SECTION 226.6 (l) – DELIVERY

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

7. PAY THE VENDOR BY THE 30 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.

8. THE MEALS SERVED UNDER THE CONTRACT SHALL CONFORM TO THE CYCLE MENUS UPON WHICH THE CONTRACT WAS BASED, AND TO MENU CHANGES AGREED UPON BY THE AGENCY AND VENDOR.

TERMS OF THE AGREEMENT:

THIS AGREEMENT WILL TAKE EFFECT COMMENCING August 24th 2020 (DATE) AND SHALL BE FOR A PERIOD 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:

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) Kacie Stratton
TITLE	TITLE Executive Director, Harbor House
TELEPHONE NUMBER	TELEPHONE NUMBER 510-534-0165 x 203
DATE	DATE 8/3/2020

SCHEDULE B—NSD 2050B

CNIPS #:
VENDOR #:

CHILD AND ADULT CARE FOOD PROGRAM

MEAL PATTERN FOR INFANTS

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS	
BREAKFAST, LUNCH, AND SUPPER	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK[1] OR FORMULA[2]	6 TO 8 FL OZ	BREAST MILK[1] OR FORMULA[2] AND
		0 TO 4 TABLESPOON (TBSP)	INFANT CEREAL[2, 3] MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR
		0 TO 2 OZ 0 TO 4 OZ (½ CUP)	CHEESE OR YOGURT[4] OR COMBINATION OF THE ABOVE[5] AND
		0 TO 2 TBSP	FRUIT, VEGETABLE, OR COMBINATION OF BOTH[5, 6]
SNACK	4 TO 6 FL OZ	BREAST MILK[1] OR FORMULA[2]	2 TO 4 FL OZ BREAST MILK[1] OR FORMULA[2] AND
		0 TO ½ SLICE 0 TO 2 0 TO 4 TBSP	BREAD[3, 7] OR CRACKERS[3, 7] OR INFANT CEREAL[2, 3, 7] OR READY-TO-EAT BREAKFAST CEREAL[3, 5, 7, 8] AND
		0 TO 2 TBSP	FRUIT, VEGETABLE, OR COMBINATION OF BOTH[5, 6]

[1] Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

[2] Infant formula and dry infant cereal must be iron-fortified.

[3] Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

[4] Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

[5] A serving of this component is required when the infant is developmentally ready to accept it.

[6] Fruit and vegetable juices must not be served.

[7] A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

[8] Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

CERTIFICATION

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal patterns for infants and older children as prescribed by Title 7, *Code of Federal Regulations* (*7 CFR*), Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE
Clell Hoffman		8/3/2020

AGENCY NAME
SAN LEANDRO UNIFIED SCHOOL DISTRICT

SCHEDULE B—NSD 2050B

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

BREAKFAST (SELECT ALL THREE COMPONENTS)[1]	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18[2]
MILK, FL[3]	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH[4]	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS[5, 6, 7]				
WGR OR ENRICHED BREAD	½ SLICE	½ SLICE	1 SLICE	1 SLICE
OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.	½ SERVING	½ SERVING	1 SERVING	1 SERVING
OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL[8], CEREAL GRAIN, AND/OR PASTA	¼ CUP	¼ CUP	½ CUP	½ CUP
OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD)[8, 9]				
FLAKES OR ROUNDS	½ CUP	½ CUP	1 CUP	1 CUP
PUFFED CEREAL	¾ CUP	¾ CUP	1¼ CUP	1¼ CUP
GRANOLA	⅛ CUP	⅛ CUP	¼ CUP	¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)[1]				
MILK, FL[3]	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES[4]	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS[4, 10]	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS[6, 7]				
WGR OR ENRICHED BREAD	½ SLICE	½ SLICE	1 SLICE	1 SLICE
OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.	½ SERVING	½ SERVING	1 SERVING	1 SERVING
WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL[8], CEREAL GRAIN, AND/OR PASTA	¼ CUP	¼ CUP	½ CUP	½ CUP
MEAT/MEAT ALTERNATES (M/MA)				
LEAN MEAT, FISH, OR POULTRY	1 OZ	1½ OZ	2 OZ	2 OZ
OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS[11]	1 OZ	1½ OZ	2 OZ	2 OZ
OR CHEESE	1 OZ	1½ OZ	2 OZ	2 OZ
OR EGG (LARGE)	½ EGG	¾ EGG	1 EGG	1 EGG
OR COOKED DRY BEANS OR DRY PEAS[12]	¼ CUP	⅜ CUP	½ CUP	½ CUP
OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	2 TBSP	3 TBSP	4 TBSP	4 TBSP
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS[13]	½ OZ	¾ OZ	1 OZ	1 OZ
OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED[14]	½ CUP OR 4 OZ	¾ CUP OR 6 OZ	1 CUP OR 8 OZ	1 CUP OR 8 OZ

SCHEDULE B—NSD 2050B

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS)[15]	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18[2]
MILK, FL[3]	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES[4]	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS[4]	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS[6, 7]				
WGR OR ENRICHED BREAD	½ SLICE	½ SLICE	1 SLICE	1 SLICE
OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC.	½ SERVING	½ SERVING	1 SERVING	1 SERVING
OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL[8], CEREAL GRAIN, AND/OR PASTA	¼ CUP	¼ CUP	½ CUP	½ CUP
OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD)[8, 9]				
FLAKES OR ROUNDS	½ CUP	½ CUP	1 CUP	1 CUP
PUFFED CEREAL	¾ CUP	¾ CUP	1¼ CUP	1¼ CUP
GRANOLA	⅛ CUP	⅛ CUP	¼ CUP	¼ CUP
M/MA				
LEAN MEAT, FISH, OR POULTRY	½ OZ	½ OZ	1 OZ	1 OZ
OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS[11]	½ OZ	½ OZ	1 OZ	1 OZ
OR CHEESE	½ OZ	½ OZ	1 OZ	1 OZ
OR EGG (LARGE)	½ EGG	½ EGG	½ EGG	½ EGG
OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED[14, 16]	¼ CUP	¼ CUP	½ CUP	½ CUP
OR COOKED DRY BEANS OR DRY PEAS[12]	⅛ CUP	⅛ CUP	¼ CUP	¼ CUP
OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS	1 TBSP	1 TBSP	2 TBSP	2 TBSP
OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ	½ OZ	1 OZ	1 OZ

[1] Offer versus serve is an option for at-risk afterschool participants only.
[2] Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.
[3] Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.
[4] Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
[5] M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.
[6] At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.
[7] Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.
[8] Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
[9] Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ⅓ cup for children ages 3–5; and ¾ cup for children ages 6–18.
[10] A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
[11] Alternate protein products must meet the requirements in Appendix A per 7 *CFR*, Section 226.20.
[12] Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.
[13] No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA 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.
[14] Yogurt must contain no more than 23 g of total sugars per 6 oz.
[15] Juice cannot be served when milk is served as the only other component.
[16] Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

Breakfast		
Milk[1], Fluid (fl)	**Milk[1], fl**	1 cup[2]
Vegetable/Fruit[3]	**Vegetables[3]**, or portions of both	½ cup
Grains {ounce (oz) equivalent (eq)}[4, 5, 6]	• Whole grain-rich (WGR) or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched or fortified cooked breakfast cereal[7], cereal grain, and/or pasta • WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)[7, 8] o Flakes or rounds o Puffed cereal o Granola	2 slices 2 servings 1 cup 2 cup 2½ cup ½ cup
Lunch or Supper		
Milk[1], fl	**Milk[1], fl** (lunch only—milk is not required for supper)	1 cup[2]
Vegetable[3]	**Vegetables[3]**	½ cup
Fruit[3, 9]	**Fruits[3, 9]**	½ cup
Grains (oz eq)[4, 6]	• WGR or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched, or fortified cooked breakfast cereal[7], cereal grain, and/or pasta	2 slices 2 servings 1 cup
Meat/Meat Alternates (M/MA)[10] Lean Meat, Fish, Poultry (edible portion) or one of the following:	• Lean meat, fish, poultry • Tofu, soy product, or alternate protein product[11] • Cheese • Yogurt, plain or flavored, sweetened or unsweetened[12] • Egg (large) • 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	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoon (tbsp) 1 oz = 50%
AM or PM Snack (select two different food components)		
Milk[1], fl	**Milk[1], fl**	1 cup
Vegetable[3]	**Vegetables[3]**	½ cup
Fruit[3]	**Fruits[3]**	½ cup
Grains (oz eq)[4, 6]	• WGR or enriched bread • WGR or enriched bread product, such as rolls, muffins, or biscuits • WGR, enriched, or fortified cooked breakfast cereal[7], cereal grain, and/or pasta • WGR, enriched, or fortified ready-to-eat breakfast cereal (dry, cold)[7, 8] o Flakes or rounds o Puffed cereal o Granola	1 slice 1 serving ½ cup 1 cup 1¼ cup ¼ cup
M/MA[10] Lean Meat, Fish, Poultry or one of the following:	• Lean meat, fish, poultry • Tofu, soy product, or alternate protein product[11] • Cheese • Yogurt, plain or flavored, sweetened or unsweetened[12] • Egg (large) • 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	1 oz 1 oz 1 oz ½ cup or 4 oz ½ egg ¼ cup 2 tbsp 1 oz

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 participants all of the required food components as set forth in the requirements for meals (7 *CFR*, Section 226.20). However, at the discretion of the adult day care center, 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 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 or fruit, two servings of bread or bread alternate, or one serving of M/MA)
- 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 M/MA)

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

CERTIFICATION

Are meals provided using the OVS option? Yes ☐ No ☐
If yes, which meals ( ) Breakfast ( ) Lunch ( ) Supper
If yes, what date will you begin the OVS option? _____

I hereby certify that all meals claimed shall meet the minimum requirements set forth in the meal pattern for adults as prescribed by 7 *CFR*, Section 226.20.

PRINTED NAME OF AGENCY'S AUTHORIZED REPRESENTATIVE	SIGNATURE	DATE

AGENCY NAME

NONDISCRIMINATION STATEMENT

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