



Summer Food Service Program Food Service Contract

I. INVOLVED PARTIES:

This contract is made and entered into between _____ (as defined in the United States Department of Agriculture, Food and Nutrition Service, SFSP Code of Regulations 7 CFR, 225.2) and _____

Sponsoring Organization

Hereafter referred to as the FSMC and SFSP Sponsor/Sponsor. Furthermore, the DHS Special Nutrition Program will be referred to as the State Agency and the United States Department of Agriculture will be referred to as the USDA.

This contract has been developed by the State Agency and is consistent with the regulatory requirements set forth by the USDA. This contract may or may not be used by the parties involved. Furthermore, should this contract not contain all items required by the FSMC and the Sponsor, then it shall be understood that additional paragraphs may be added to this contract. However, USDA's regulatory provisions stated in this contract, may not be removed in the event that both parties agree to use a different contract.

II. THE FSMC RESPONSIBILITIES In accordance with SFSP Code of Federal Regulations 225.6(h)(2)(I-XVI) are as stated:

- A. All meals prepared by the FSMC shall be unitized, with or without milk or juice, unless the State Agency has approved, pursuant to paragraph (h)(3) of this section a request for exceptions to the unitizing requirement for certain components of the meal.
- B. A food service management company entering into a contract with a sponsor under the Program shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
- C. The Sponsor shall provide to the FSMC a list of State Agency approved food service sites, along with verification for the number of meals which may be claimed for reimbursement for each site 225.6(d)(2). The Sponsor shall notify the FSMC of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list. This will work in conjunction with the approved level of meal service for each site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- D. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the Sponsor will need to meet its responsibilities under this part and shall submit all required reports to the sponsor promptly at the end of the month, unless more frequent reports are required by the sponsor.
- E. The FSMC must have a state or local health certification for the facility in which it will use to prepare meals for use in the program. It must ensure that health and sanitation requirements are always met. In addition, the FSMC must ensure that meals are inspected periodically to determine bacterial levels present in the meals and that the bacteria levels found to be present in the meals conform with the standards set by the local health authorities. The results of the inspections must be submitted promptly to the Sponsor and the State Agency.
- F. The Sponsor will provide cycle menus. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications as approved by the State Agency and upon which the bid was based.



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- G. The books and records of the FSMC pertaining to applicable to the Sponsor's food service operation shall be available for inspection and audit by representatives of the State Agency, the USDA, and the U.S. General Accounting Office at any reasonable time and place, for a period of five (5) years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not been resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved.
- H. The Sponsor and the FSMC shall operate in accordance with current program regulations.
- I. The FSMC shall be paid by the Sponsor for all meals delivered in accordance with the contract. However, neither the USDA nor the State Agency assumes any liability for payment of differences between the number of meals delivered by the FSMC and the number of meals served by the Sponsor that are eligible for reimbursement.
- J. Meals shall be delivered in accordance with a delivery schedule as prescribed in the contract.
- K. Increases and decreases in the number of meals ordered shall be made by the Sponsor, as needed, within a prior notice period mutually agreed upon.
- L. All meals served under the program shall meet the requirements of Section 225.16.
- M. In cases of nonperformance or noncompliance on the part of the FSMC, the Company shall pay the Sponsor for any excess costs which the Sponsor may incur by obtaining meals from another source.
- N. If the State Agency requires the Sponsor to establish a special account for the deposit of operating costs payments in accordance with the conditions set forth in Section 225.6(f) the contract shall so specify.
- O. The FSMC will maintain and shall submit records of all costs incurred in the Sponsor's food service operation in sufficient time to allow the Sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.
- P. The FSMC shall comply with the appropriate bonding requirements, as set forth in Section 225.15(m)(5-7).
- Q. The FSMC shall provide the Sponsor with a written request for any menu substitutions that the FSMC finds necessary; however, this request shall be at the discretion of the Sponsor. Menu substitutions shall be performed within full compliance of the USDA's SFSP meal pattern requirements.
- R. The FSMC shall adhere to and implement procedures applicable to all food safety and sanitation guidelines that have been established by Local and State Health Authorities regarding the preparation, assembly, and delivery of unitized SFSP meals.
- S. The FSMC shall submit, at a minimum, monthly invoices to the Sponsor, indicating the number of meals prepared and/or delivered, the type of meal (breakfast, lunch, supper, snack), the rate per meal and the total amount of the invoice.
- T. The FSMC agrees to follow Federal and State rules and regulations and provide unitized and allowable meals to the SFSP Sponsoring Organization for the following meals and rates per meal listed below:

Breakfast \$ _____ Lunch \$ _____ Snack(s) \$ _____ Supper \$ _____



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III. SPONSOR RESPONSIBILITIES:

- A. The Sponsor hereby agrees that _____% of the meals ordered and provided by the FSMC will be paid for using the rates agreed upon, regardless of the number of meals that are served.
B. The Sponsor agrees to dispose of leftover food items appropriately, following Local or State Health Authority procedures.
C. The sponsor reserves the right to make changes to the number of meals ordered for any of the approved sites within: _____Hours or _____Day(s) of actual meal service

IV. AGREEMENT/CONTRACT EFFECTIVE PERIOD:

Location of food preparation facility/kitchen:

Physical address, City, State, Zip

Phone Number

- A. It is further agreed that the Sponsor and FSMC will have a written tracking system to ensure the number of meals ordered and received by the Sponsor agreed upon.
B. This Agreement/Contract shall be effective as of _____ and shall remain effective until _____.
C. Termination of this Agreement/Contract can occur with written notice given by either party within thirty (30) days prior to the intended date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement/Contract on the dates indicated below:

Signature: _____
SFSP Sponsor Representative

Title: _____

Date: _____

Signature: _____
FSMC Representative

Title: _____

Date: _____

Non-discrimination 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 (including gender identity and sexual orientation), religious creed, disability, age, political beliefs, 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 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; or
(3) email: program.intake@usda.gov



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Meal pattern requirements: <https://www.fns.usda.gov/sfsp/meal-patterns>

Lunch/Supper (all 5)

1 cup fluid milk
1 vegetable 3oz
1 fruit 3oz
1 bread/grain serving
meat/meat alternate

Snack (2 of 4)

1 cup fluid milk
vegetable/fruit ¾ cup
1 bread/grain serving
meat/meat alternate

Breakfast (all 3)

1 cup fluid milk
vegetable/fruit ½ cup
1 bread/grain serving
meat/meat alternate

EXAMPLE OF WEEK 1 MENU: (Please include CN notation, weight of items, style of items)

Lunch/Supper:

Monday	Tuesday	Wednesday	Thursday	Friday
Jerk Chicken 3oz	*Ground Beef (taco) 3oz	Salisbury Steak 4oz	Beef Hamburger 4oz	Curried Chickpeas ½ cup
White Rice ½ cup	Corn Tortilla 2 4oz	Cornbread Muffin 2 oz	Wheat Bun 2oz	White Rice ½ cup
Pinto Beans ½ cup	Black Beans ½ cup	Mashed potatoes ½ cup	Sweet Potato Fries ½ cup	Roasted Potatoes ½ cup
Pineapple ¼ cup	Salsa ¼ cup	Peas ¼ cup	Lettuce, Tomato, Pickle ¼ cup	Broccoli ¼ cup
1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz

Snack:

Monday	Tuesday	Wednesday	Thursday	Friday
*100% Apple Juice 6oz	Hummus 4oz	Cheddar Cheese 2oz	1 *Fresh Apple	*100% Orange Juice 6oz
WG muffin 3oz	WG Crackers ½ cup	WG Crackers ½ cup	Peanut Butter 2tbsp	Mixed Nuts ¼ cup

Breakfast:

Monday	Tuesday	Wednesday	Thursday	Friday
1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz
1 *Fresh Banana	Applesauce ½ cup	1 *Fresh Banana	Mixed Fruit ½ cup	1 *Fresh Apple
Oatmeal ½ cup	WG Muffin 3oz	WG Cold Cereal ¾ cup	Granola ½ cup	Biscuit 2 oz



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EXAMPLE OF WEEK 2 MENU: (Please include CN notation, weight of items, style of items)

Lunch/Supper:

Monday	Tuesday	Wednesday	Thursday	Friday
Red Beans ½ cup	Pulled Chicken 4 oz	Turkey 3 oz	Beef Meatball 4oz	Fish Nugget 4oz
Brown Rice ½ cup	Wheat Bun 2oz	Wheat Bread 2oz	WG Spaghetti Noodle ½ cup	WG Breading 1.5 oz
Cabbage ½ cup	Baked Beans ½ cup	Applesauce ½ cup	Tomato Sauce ½ cup	Potatoes ½ cup
Roasted Sweet Potato ¼ cup	Applesauce ¼ cup	Lettuce, Tomato, Pickle ¼ cup	Green Beans ¼ cup	Corn ¼ cup
1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8oz

Snack:

Monday	Tuesday	Wednesday	Thursday	Friday
*Celery Sticks ¾ cup	Yogurt 4 oz	100% Apple Juice 6oz	1% Chocolate Milk 8oz	V8 Vegetable Juice 6oz
Peanut Butter 2 tbsp	*Strawberries ¾ cup	Granola ¼ cup	*Carrot Sticks ¾ cup	Mixed Nuts ¼ cup

Breakfast:

Monday	Tuesday	Wednesday	Thursday	Friday
1% milk 8oz	1% milk 8oz	1% milk 8oz	1% milk 8 z	1% milk 8oz
Mixed fruit ½ cup	Fruit Smoothie 4oz	1 *Fresh Banana	Applesauce ½ cup	*Fresh Blueberries ½ cup
WG Toast 1 slice	Granola ¾ cup	WG muffin 2oz	Biscuit 2oz	Oatmeal ½ cup

- *Ground Beef should be 80/20 lean or greater.
- *All juice MUST be 100% juice, not juice cocktail.
- *Try to serve fresh fruit as much as possible.
- *Celery and carrot sticks should be ready-to-eat packages.