

CONTRACT TO PROVIDE FOOD SERVICE FOR
THE SUMMER FOOD SERVICE PROGRAM
Administered by the Arkansas Department of Health and Human Services (DHHS)

THIS CONTRACT is made and hereby entered into between the Food Service Management Company (as defined in the United States Department of Agriculture, Food and Nutrition Service, SFSP Code of Federal Regulations 7 CFR, 225.2).

Food Service Management Company Name

hereinafter referred to as “**FSMC**” and the Summer Food Service Program (SFSP) sponsoring organization

Sponsoring Organization Name

hereinafter referred to as “**Sponsor**”. Furthermore, the DHS Special Nutrition Programs will hereinafter be referred to as the “**State Agency**” and the United States Department of Agriculture will be referred to as the “**Department.**”

This Contract has been developed by the State Agency and is consistent with the regulatory requirements set forth by the Department. 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.

THEREFORE, to the SFSP Code of Federal Regulations 225.6(h)(2)(I-xvi), the Food Service Management Company:

- (i) All meals prepared by a food service management company 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;
- (ii) 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;

- (iii) The sponsor shall provide to the food service management company a list of State agency approved food service sites, along with the approved level for the number shall receive a list, from the Sponsor, of all State Agency approved for the number of meals which may be claimed for reimbursement for each site, established under 225.6(d)(2), and shall notify the food service management company of all sites which have been approved, cancelled, or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract;
- (iv) The food service management company 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;
- (v) The food service management company must have a State or local health certification for the facility in which it proposes to prepare meals for use in the Program. It must ensure that health and sanitation requirements are met at all times. In addition, the food service management company 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.
- (vi) 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;
- (vii) The books and records of the food service management company pertaining to applicable to the sponsor's food service operation shall be available for inspection and audit by representatives of the State Agency, the Department and the U.S. General Accounting Office at any reasonable time and place, for a period of five years from the date of receipt of final payment under the contract, except that, if audit or investigation findings have not be resolved, such records shall be retained until all issues raised by the audit or investigation have been resolved.
- (viii) The Sponsor and the food service management company shall operate in accordance with current program regulations;
- (ix) The food service management company shall be paid by the sponsor for all meals delivered in accordance with the contract and this part. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the food service management company and the number of meals served by the sponsor that are eligible for reimbursement;
- (x) Meals shall be delivered in accordance with a delivery schedule as prescribed in the contract;

- (xi) 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;
- (xii) All meals served under the program shall meet the requirements of Section 225.16;
- (xiii) In cases of nonperformance or noncompliance on the part of the food service management company, the Company shall pay the Sponsor for any excess costs which the Sponsor may incur by obtaining meals from another source;
- (xiv) 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;
- (xv) The food service management company 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; and
- (xvi) The food service management company shall comply with the appropriate bonding requirements, as set forth in Section 225.15(g) (6-8).

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 amount of meals that are actually served

THE SPONSOR agrees to dispose of leftover food items appropriately, following Local or State Health Authority procedures.

THE SPONSOR reserves the right to make changes to the amount of meals ordered for any of the approved sites within:

- Hours
- Day(s) of actual meal service.

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 Department's SFSP meal pattern requirements.

THE FSMC shall adhere to and implement procedures applicable to all food safety and sanitation guidelines that have been established by Local or State Health Authorities regarding the preparation, assembly, and delivery of unitized SFSP meals.

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 or snack), the rate per meal and the total amount of the invoice.

WHEREAS, THE FSMC, _____
Hereby agrees to follow Federal and State rules and regulations and provide unitized and allowable meals to the SFSP sponsoring organization for the following meal(s) and for the indicated cost(s) per meal(s):

- Breakfast \$ _____
- Lunch \$ _____
- Snack \$ _____
- Supper \$ _____
-

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 are agreed upon.

The effective date of this Agreement shall be as of ____/____/____. The duration of this Contract shall begin from ____/____/____ and end ____/____/____.

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

LOCATION OF FOOD PREPARATION FACILITY:

Address (Physical Location)
City _____ State _____ Zip Code _____ Phone No. _____

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

SFSP Sponsor Official

Title
Date _____

FSMC Official

Title
Date _____

Attachments: Meal Pattern, Menu Forms, Meal Site Locations and Service Schedule, SFSP Federal Regulations