

**Health and Nutrition Program - Summer Food Service Program
Food Service Contract**

I. Involved Parties:

This Agreement/Contract is entered into between _____
Food Service Management Company (Vendor)

And _____
Sponsoring Organization of Affiliated Facilities/Sites/Centers (Institution)

Hereafter referred to as the Food Service Management Company and the Sponsor.

II. Rates and Payment Provisions:

The Food Service Management Company hereby agrees to furnish meals to the Sponsor for the rates listed below:

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

Are meals 'INCLUSIVE' or 'EXCLUSIVE' of milk?

Approximately _____ meals will be required for each meal type listed above for each day of meal service. An itemized monthly statement/invoice for the total number of meals order and prepared will be sent by the Food Service Management Company to the Sponsor by the _____ day of the following month. **While this statement may reflect the total amount the Sponsor owes to the Food Service Management Company, the total number and cost of all meals purchased for children participants must be itemized separately on the statement. If meals are also purchased for staff and/or visitors those meals must be documented separately on the statement.**

[In accordance with CFR 225.6 (a)(h)(2)(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;

III. Ordering and Delivery Procedures:

[In accordance with CFR 225.6 (a)(h)(2)(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 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;

Facility	# of Meals	Delivery Time
_____	_____ Breakfast	_____
_____	_____ Lunch	_____
_____	_____ Snack(s)	_____
_____	_____ Supper	_____

[In accordance with CFR 225.6 (a)(h)(2)(x)]

Meals shall be delivered in accordance with a delivery schedule prescribed in the contract;

[In accordance with CFR 225.6 (a)(h)(2)(xi)]

Increases or decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon;

IV. Specifications:

[In accordance with CFR 225.6 (a)(h)(2)(viii)]

The sponsor and the food service management company shall operate in accordance with current Program regulations;

[In accordance with CFR 225.6 (a)(h)(2)(vi)]

The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by the State agency and upon which the bid was based;

[In accordance with CFR 225.6 (a)(h)(2)(xii)]

All meals under the Program shall meet the requirements of §225.16;

[In accordance with CFR 225.6 (a)(h)(2)(v)]

The food service management company must have State or local health certification for the facility in which it proposes to prepare meals for the 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 bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the sponsor and to the State agency.

[In accordance with CFR 225.6 (a)(h)(2)(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 a meal;

V. Recordkeeping:

[In accordance with CFR 225.6 (a)(h)(2)(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 each month, unless more frequent reports are required by the sponsor;

[In accordance with CFR 225.6 (a)(h)(2)(vii)]

The books and records of the food service management company pertaining 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. Government Accountability Office at any reasonable time and place for a period of three (3) 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;

VI. Other Obligations and Responsibilities

Meal service transporting equipment, containers, and utensils will be purchased and provided by _____;

and will be cleaned and sanitized on a daily basis by

_____.

The Sponsor assumes ultimate responsibility as the entity holding the SFSP application/agreement with the State Agency for the accuracy of all records for compliance with Federal and State regulations. The Food Service Management Company agrees to immediately correct any areas of non-compliance brought to their attention by the Sponsor and/or the State Agency or USDA representative.

The Sponsor shall be responsible for any over claims resulting from meal counting errors or failure to purchase a sufficient number of meals.

VII. Agreement/Contract Effective Period:

This Agreement/Contract shall be effective as of _____ (date) and shall remain effective until _____ (date). Termination of this Agreement/Contract can occur with _____ days of written notice given by either party.

Modifications may occur at any time when agreed to by both parties in writing.

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

Authorized Signature /Title of Sponsor Representative

Date

Authorized Signature /Title of Food Service Management Company Representative

Date