



FOOD SERVICE MANAGEMENT CONTRACT

This is a contract between _____ (referred to as the Organization) and the food service management company or caterer _____ (referred to as the FSMC) to provide meals and/or snacks to the following centers/sites:

Name of Center	Location of Center (Address)	# Breakfasts per day	# Lunches/ Suppers per day	# Snacks Per day

Attach additional sheets if necessary

- The Organization may add or delete centers to this Contract, or change any center's delivery address by providing _____ days written notice to the FSMC.
- This contract is in effect from ____/____/____ to ____/____/____. It may be terminated by mutual consent or by either party for reasons of cause by notice in writing at least _____ days prior to date of termination.
- The FSMC will provide meals and/or snacks that meet or exceed the CACFP Meal Pattern requirements contained in **7CFR §226.20** and Meal Pattern Revisions related to the Healthy Hunger-Free Kids Act of 2010 (revisions effective June 24, 2016 to be implemented no later than October 1, 2017), as well as policy memos issued by the State Agency and the USDA.
- Meals will conform to cycle menus agreed upon between the Organization and FSMC. Any proposed changes must be agreed upon by both parties prior to implementing the change.
- The FSMC will operate in accordance with current Program regulations.
- The price per meal, including food, labor, paper products and delivery is:

Breakfast \$_____ per meal

Lunch/Supper \$_____ per meal

Snacks \$_____ per snack

TOTAL \$_____

- The number of meals above is an estimate and not a purchasing commitment. The Organization may increase or decrease the number of meals by contacting the FSMC (choose one):

_____ 24 hours in advance _____ 48 hours in advance _____ other _____

- The Organization is required to pay the FSMC within:

_____ 30 days of billing _____ 60 days of billing _____ other _____

9. The FSMC will deliver each meal at the following times: (complete for any that apply)

Breakfast _____ Lunch _____ Snack/s _____ Supper _____

With milk _____ Without milk _____

For outside-school-hours-care centers only: All delivered meals must be unitized, with or without milk, unless exception approved by the State Agency.

10. In the event of an emergency situation that might prevent the FSMC from delivering a meal or meal component as specified, the FSMC will notify the Organization immediately so that substitutions can be agreed upon or the Organization can make alternative arrangements.

11. The FSMC is required to prepare meals and snacks in a facility that meets state health and sanitation requirements at all times for the duration of this contract.

12. The Organization will not be required to pay for meals/snacks that:

- Do not meet CACFP meal pattern requirements
- Are spoiled or unwholesome at the time of delivery
- Have not been prepared, transported or maintained in accordance with state and local health and safety codes
- Are delivered later than the specified times without permission from the Organization
- Have been changed without agreement by the Organization

13. In the case of CACFP participants with special dietary needs due to a handicap as defined in 7CFR 15(b), the FSMC will work with the Organization to meet the needs at no additional cost. In the case of specified dietary needs that do not meet the definition of a handicap, the FSMC will make an effort to accommodate physician's orders, to the extent practicable, at no additional cost.

14. The FSMC will provide to the Organization:

- (specify daily/weekly/monthly) delivery of invoices that indicate the food items delivered and the quantity of each (see attached sample)
- A monthly bill that includes the total number of meals delivered and unit price per meal
- Monthly food menus

15. The FSMC will maintain full and accurate records including daily production records, CN labels (for commercially prepared foods), receipts and billing statements. Records will be available to the Organization or any state or federal official at any reasonable time and place for review. Records will be kept for **three years after the end of the fiscal year to which they pertain** (or longer if an audit is in progress).

16. Services will be provided to all eligible participants without regard to race, color, national origin, age, sex or disability.

Organization Representative's Signature

Date

FSMC Representative's Signature

Date

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, *USDA Program Discrimination Complaint Form* which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

(2) fax:

(833) 256-1665 or (202) 690-7442; or

(3) email:

program.intake@usda.gov

This institution is an equal opportunity provider.