

School Nutrition Programs

Agreement for Vended Meals Provided by a School Food Authority

School Year

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

and Vendor :

SFA's Cyber-Linked Interactive Child Nutrition System (CLICS) Sponsor Identification Number:

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: through .

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLICS Number (if known)

SFA will notify Vendor SFA with days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

Lunches meeting National School Lunch Program requirements,* 7 Code of Federal Regulations (CFR) 210.

Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.

Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.

Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.

Other (describe):

B. Vendor will provide meals to SFA in the following manner:

Unitized meals.

Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

Eating Utensils.

Condiments.

Paper Items.

Extra Milk.

Transportation Containers.

Other, describe:

III. Meal Charges and Billing

- A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast \$

Snack \$

Lunch \$

Meals (check one): include milk do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:

Vendor SFA will bill SFA as described (include frequency of billing):

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for *students who do not have a disability* but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is \$. SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): \$

Other frequency

At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information:

D. Other:

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

VIII. Health and Sanitation

- A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

- A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.
- B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
- C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.
- D. Maintain all applicable health certifications for SFA site(s).
- E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Agreement for Vended Meals Provided by a School Food Authority

Signatures

SFA Name:

Authorized Representative:

Title:

Signature of Authorized Representative:

Date:

Vendor Name:

Authorized Representative:

Title:

Signature of Authorized Representative:

Date: