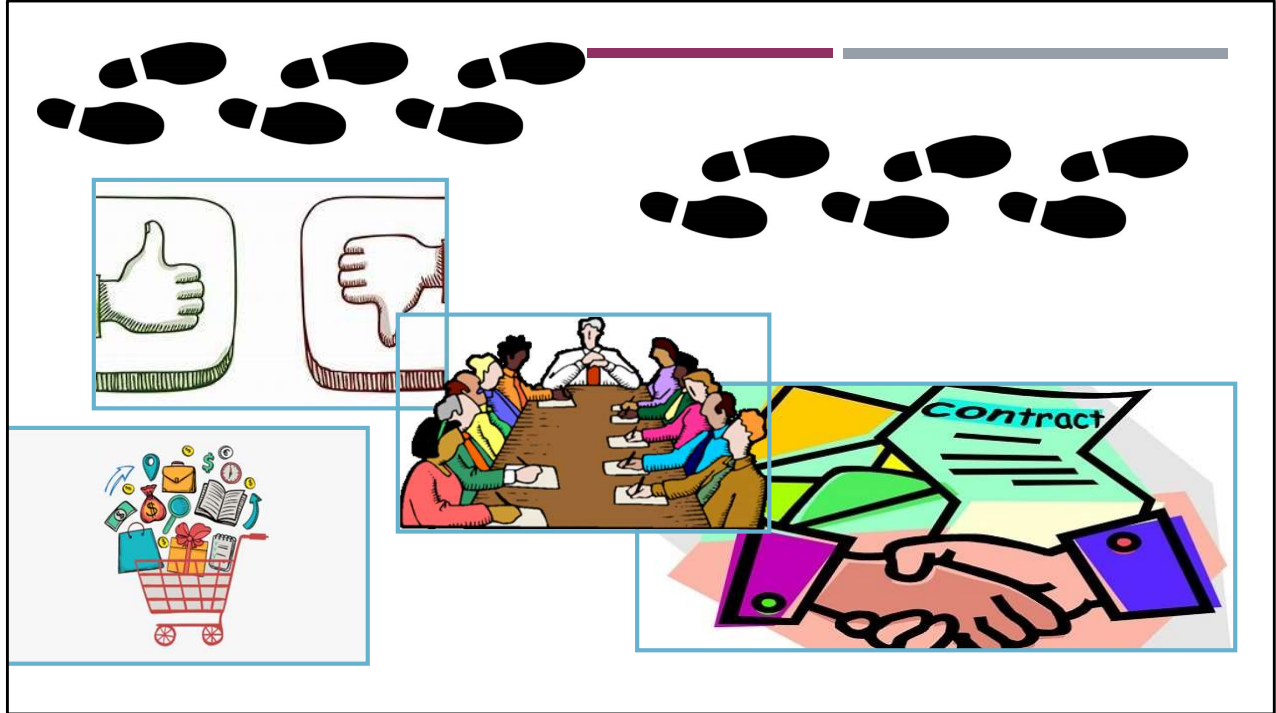

CHILD & ADULT NUTRITION SERVICES



WORKING WITH YOUR FOOD SERVICE MANAGEMENT COMPANY

Welcome to the Working WITH your Food Service Management Company webinar.



Your school has taken a lot of steps to secure the best Food Service Management Company.

Determined the pros and cons of an FSMC

Considered cost analysis and budget impact

Answered school board questions

Prepared and advertised a Request for Proposal

Reviewed respondents' proposals

You were able to secure the perfect FSMC for your school



Now you can rest, turn over the kitchen and work of the School Nutrition Program to your new best friend forever the FSMC.



You know the kiddos will be well fed - that is the reason you completed that work intensive process, but per regulation, the **responsibilities** of operating the School Nutrition Program remains with the school.

Regulations - Food Service Management Company contracts

7 CFR 210.16

Any school food authority that employs a food service management company in the operation of its nonprofit school food service shall:

(a) (1) Adhere to the procurement standards specified in §210.21 when contracting with the food service management company;

5

[USDA FSMC Guidance for School Food Authorities](#)

There are ten specific responsibilities listed in Regulation 7 CFR210.16.

1. Compliant purchasing methods will be followed when acquiring an FSMC for the school.

(2) Ensure that the food service operation is in conformance with the school food authority's agreement under the Program;

(3) Monitor the food service operation through periodic on-site visits

6

USDA FSMC Guidance for School Food Authorities

***There are ten specific responsibilities listed in Regulation 7 CFR210.16.

2. The SFA ensures the FSMC is operating the program according to the SFA agreement with SD DOE– this is the biggie
3. Two on-site monitoring visits per serving site is required.

(4) Retain control of the quality, extent, and general nature of its food service, and the prices to be charged the children for meals;

(5) Retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims;

7

4. SFA will determine and maintain the character of the program and the cost to students.
5. The SFA will be the only one to update the program, make claims, and issue free and reduced prices

(6) Ensure that all federally donated foods received by the school food authority and made available to the food service management company accrue only to the benefit of the school food authority's nonprofit school food service and are fully utilized therein;

8

6. USDA entitlement foods will be ordered and used at the greatest extent possible to benefit the food service and will only be received for that school's use.

(7) Maintain applicable health certification and assure that all State and local regulations are being met by a food service management company preparing or serving meals at a school food authority facility;

(8) Establish an advisory board composed of parents, teachers, and students to assist in menu planning;

9

7. Ensure all health and safety regulations and certifications are being met.
8. An advisory board of parents, teachers, and students will assist in menu planning.

(9) Obtain written approval of invitations for bids and requests for proposals before their issuance when required by the State agency. The school food authority must incorporate all State agency required changes to its solicitation documents before issuing those documents; and

10

9. Pertains to Request for Proposals for Food Service Management Companies only - In SD the schools will use a prototype RFP written and approved by the DOE lawyer team, or if the school has their own RFP it must be pre-approved. –and will be reviewed by the Department of Education legal team to ensure it includes State Agency requirements and is in the best interest of the agency.

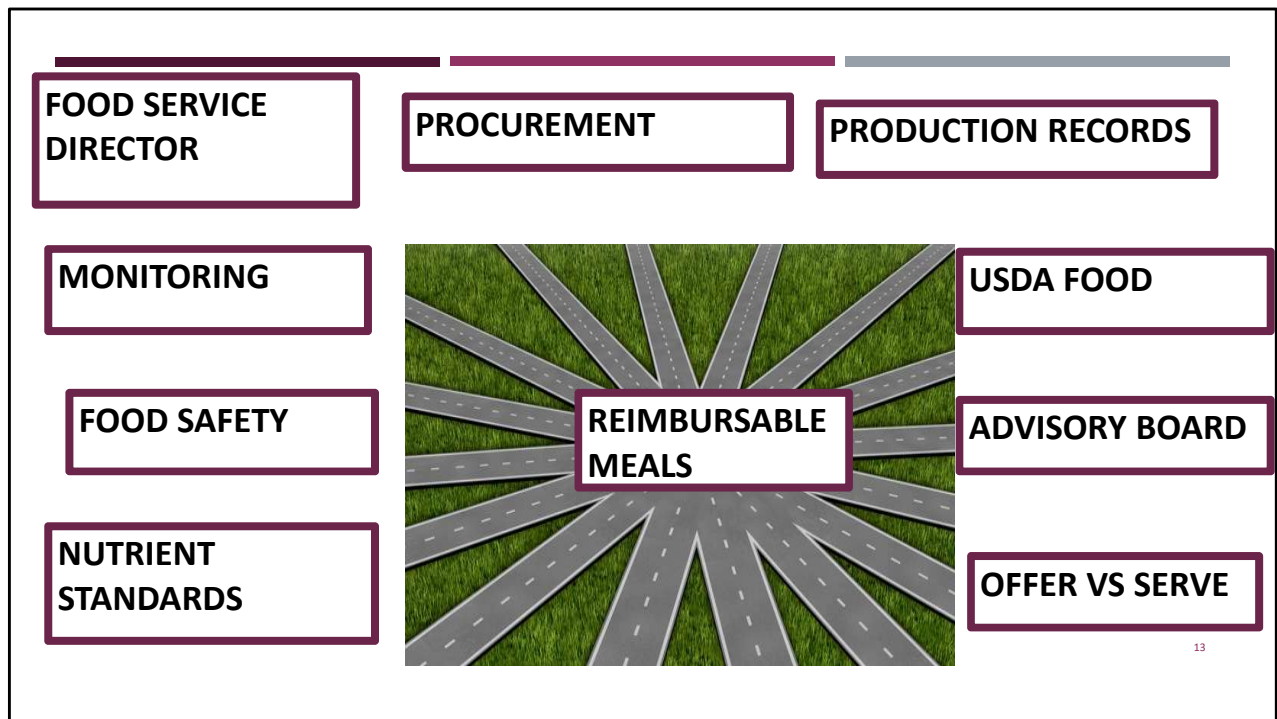
- **(10) Ensure that the State agency has reviewed and approved the contract terms and that the school food authority has incorporated all State agency required changes into the contract or amendment before any contract or amendment to an existing food service management company contract is executed. Any changes made by the school food authority or a food service management company to a State agency pre-approved prototype contract or State agency approved contract term must be approved in writing by the State agency before the contract is executed. When requested, the school food authority must submit all procurement documents, including responses submitted by potential contractors, to the State agency, by the due date established by the State agency.**

11

10. The State Agency will approve the completed RFP before it is advertised and will pre-approve the Contract and any amendments to the Contract. Again, this is for Request for Proposals for Food Service Management Companies only.



As mentioned before, the SFA is required to maintain all ten of the points in the regulation. The agency has hired the FSMC to do good work, but it is the agency who has entered into a permanent agreement with the State of South Dakota Child and Adult nutrition services. So. If a review discovers non-compliance in the operation of the nutrition program, it is the agency who will bear the brunt of fiscal action and required to complete Corrective Actions – not the FSMC



These are some areas affected by the regulations. Name them.
In one way or another each has an impact on the claiming of reimbursable meals.

The Food Service Director oversees the daily operations of the program to ensure all areas are compliant.

The FSMC is required to have a Food Service Director to properly operate the program. The agency is also required to have a Food Service Director. One that is capable of monitoring the FSMC in their operation.

Food Service Management Company (FSMC) Monitoring Form

From Memo Number: SNP 228-1: Every school year, each School Food Authority (SFA) with more than one school must perform no less than one on-site review of the meal counting and claiming system and some general areas identified under 7 CFR 210.18(h) in each school operating the National School Lunch Program (NSLP) and half of the schools operating the School Breakfast Program (SBP).

In addition to the site monitoring, an official from the SFA (for this document: Local Education Agency - LEA) must conduct a monitoring visit of **each food service site operated by the FSMC** where meals are prepared and/or served to be sure they are in compliance with the contract and with USDA requirements **twice per year**.

Monitoring Requirement

The FSMC monitoring is **in addition** to the Monitoring described in Memo SNP 228-1. This monitoring is directed in the USDA Guidance to State Agencies and School Food Authorities. It describes the requirement of the SFA to monitor how the FSMC is operating the food service.

If your school serves K-12 at the same location, you won't need to complete a form for elementary, middle, and high school even though they may be listed as separate sites in iCAN.

Monitoring Form

Financial Accountability

- Invoiced meal prices match current contract
- A La Carte and Adult meals billed at correct Meal Equivalency Factor

Menus and Service

- Claim numbers support Meal Sales
- Meal Counts supported by attendance
- USDA Foods being utilized fully
- USDA nutrition requirements met?
- Production Records accurate and complete?

Other Contract Requirements

- Civil Rights policies followed?
- Annual employee confidentiality form on file?

Paper part

The form will address four main areas: Financial Accountability, Menus and Service, Sanitation and Safety, and Other requirements such as Civil Rights and a Confidentiality Form on file.

HACCP = Hazard Analysis Critical Control Point

Employee Confidentiality Agreement Regarding Student Data

(Agency name)

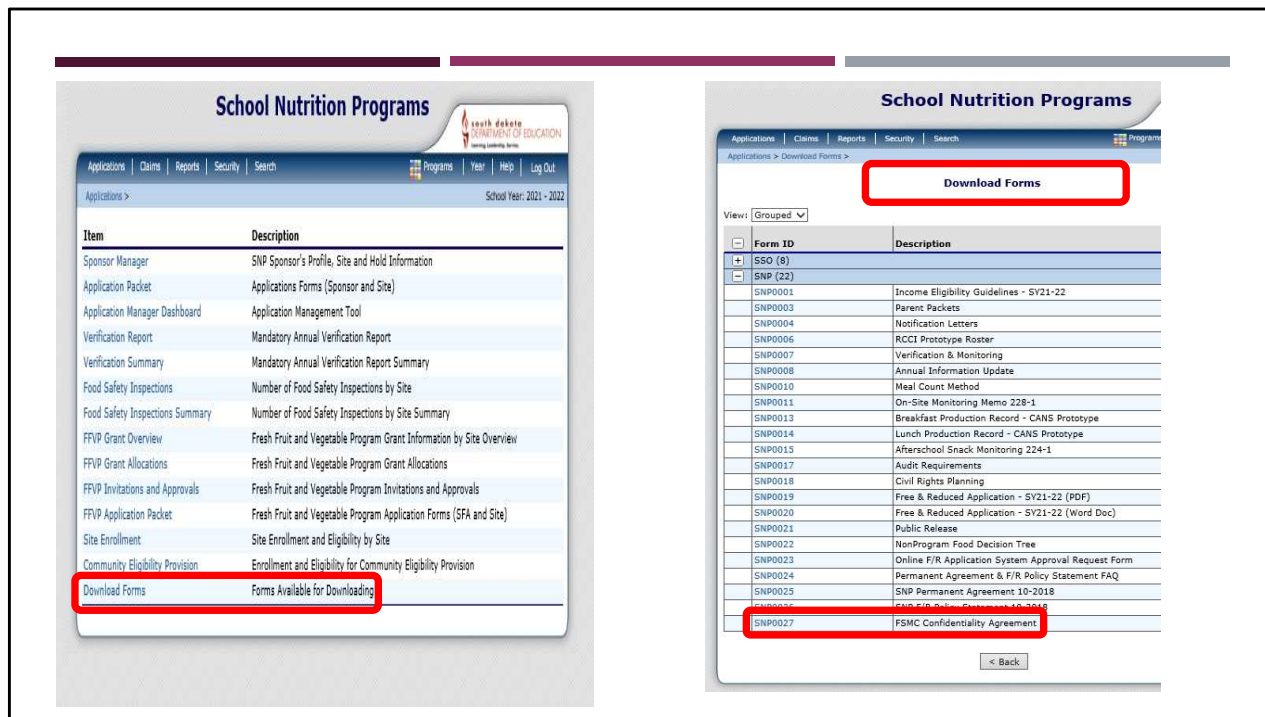
I, _____ (person name) _____ agree to safeguard and maintain strict confidentiality regarding any student data received by or accessible to me as an employee of the _____ (company) _____. I acknowledge that personally identifiable information, as that term is defined by 34 C.F.R. § 99.3, is confidential and that I am prohibited from further disclosing that information unless disclosure is specifically authorized by the Family Educational Rights and Privacy Act, the Individuals With Disabilities Education Act, the National School Lunch Act, and all other applicable state or federal laws. Unauthorized disclosure of any student data could result in termination of my employment and other civil and criminal penalties. This Confidentiality Agreement amends and supersedes all previous non-disclosure and confidentiality agreements regarding student data signed by me as an employee of the _____ (company) _____.

Signature of Employee: _____

Name of Employee: _____

Date: _____

This agreement serves to safeguard and maintain strict confidentiality regarding the personally identifiable information of your students just as a School District employee is required to do.



Does your FSMC have this form on file right now? It is an annual requirement and is found in the iCAN Download Forms in SNP0027.

Visual Confirmation

- Safe food handling observed
- Offer vs Serve properly performed
- Are all food items and menus available through entire meal service.
- Are reimbursable meals correctly identified?
- If applicable, is the Fresh Fruit and Vegetable Program operated correctly?

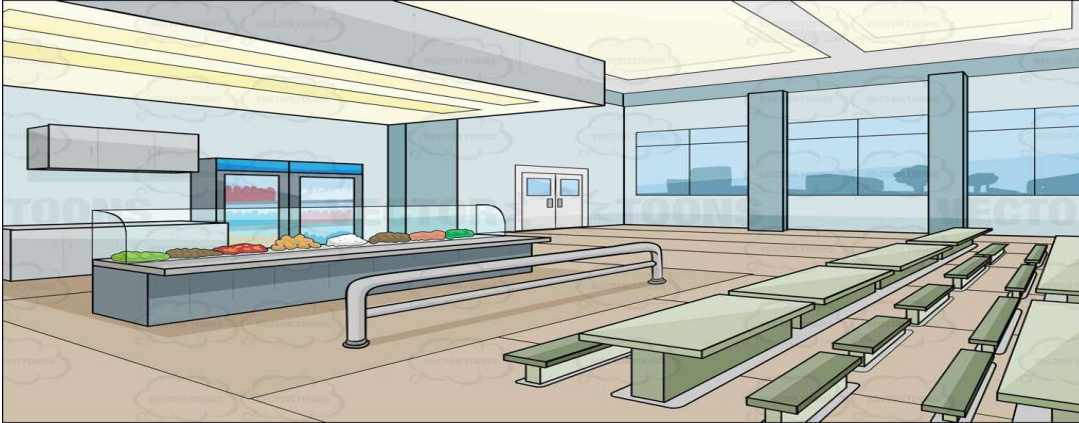


Visual Part

The form asks for visual confirmation of safe food handling, Offer Vs Serve, reimbursable meals being identified correctly, and if part of the contract that the Fresh Fruit and Vegetable Program is correctly operated. Also important to note is if all food items on the menu are available through the entire meal service. The same options should be available to the last student in line as the first student in their respective age groups.

- Are food temperature logs current and complete?
- Do lines move efficiently?

- Is free drinking water readily available to students?
- Is the area clean, secure, and appealing?



19

You can watch to make sure lines move efficiently to allow students more time with their meal. Ensure the availability of free easily assessable drinking water and if the area is clean, secure, and appealing.

Also this is a good time to make sure the meal menu is posted, that the requirements for a reimbursable meal description is clear, the food temperature logs are completed regularly, and the Justice for All poster, and food safety inspection is visible.

CORRECTIVE ACTIONS

Number and Area Requiring Correction	Names	Dates
	Responsible Individual for FSMC _____ Approving Authority for LEA _____	Due Date: _____ Date Completed & Approved: _____
	Responsible Individual for FSMC _____ Approving Authority for LEA _____	Due Date: _____ Date Completed & Approved: _____
	Responsible Individual for FSMC _____ Approving Authority for LEA _____	Due Date: _____ Date Completed & Approved: _____
	Responsible Individual for FSMC _____ Approving Authority for LEA _____	Due Date: _____ Date Completed & Approved: _____

This is the final page in the Monitoring Form.

If the monitoring visit discovers errors, the school must issue specific corrective actions for each error. The approved completion of the corrective action within 30 days of the review will return the FSMC to the scope of their contract and return the school to SNP compliance. Yes, I said so the SFA could return to compliance. Remember if the FSMC is out of compliance so is the SFA.

Complete a copy of this form for **each site** monitored, any additional documentation of corrective action, and retain in program files.

How many have completed an Administrative Review without being issued a Corrective Action?

My point is that if there is a review, a corrective action might have been issued. Why?

There are MANY areas of compliance and when a snap shot of the whole program is viewed, some areas may be perfect while another area may need attention. Reviews aren't a bad thing – they help missed items in the Program get back on track.

It is the same with your Food Service Management Company. Monitoring reviews aren't a bad thing – They simply focus on different parts of the whole process and when

expectations are not met, a corrective action can be issued to make things right. It's a continued opportunity to operate the Program as partners.



What can you do during the regular operation days to help set up a review for success?

The FSMC shouldn't know when a review is going to happen, but neither should they be surprised by the questions you ask or observations made.

SFAs should:

Provide regular feed back of program operation

Monitoring is required twice per year for each site location the food is served.

The first Monitoring Review will be completed by the end of November – After the first cycle menu is finished is a good rule of thumb.

The second Review will be completed before the beginning of April – before contract renewals are in the works.

The Monitoring Form should be reviewed by the SFA reviewer before the actual Monitoring Day arrives.

What services are you expecting to see during the day of review or as you go through paperwork?

What does the reviewer need to know before a review?

- A quick reread of the contract might be helpful.

- Maybe a refresher of Offer Vs Serve?

- Serving sizes per age group?

- Requirements for a reimbursable meal?

22

The monitoring event reviews all aspects of the FSMC activity.

How does the reviewer know whether the FSMC is in compliance?

With their own training on the topics

Required Training for School Nutrition Program Employees (All Local Educational Agencies)

Continuing education/training annually

- **Directors-** At least **12** hours
- **Managers-** At least **10** hours
- **Full-time staff-** At least **6** hours
- **Part-time staff-** At least **4** hours
- **Other staff** – Training as needed



23

Professional Standards Training.

The Food Service Director for the school is required to have at least 12 hours of training annually. This training counts, by the way. 😊

They may choose from a variety of topics pertinent to the position and may attend or complete CANS trainings or those found on ICN.

While monitoring the FSMC performance, let's go over some areas in which the reviewer will need to be knowledgeable

Meal Pattern and Nutrition Standards in the National School Lunch and School Breakfast Programs, effective July 1, 2024

Yellow highlights indicate changes required by the Child Nutrition Programs: Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans final rule

Meal Pattern Components	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5	Grades 6-8	Grades 9-12	Grades K-5	Grades 6-8	Grades 9-12
	Amount of Food a Per Week (Minimum Per Day)					
Fruits (cups) ^{a,b}	5 (1) c	5 (1) c	5 (1) c	2½ (½)	2½ (½)	5 (1)
Vegetables (cups) ^{a,b,c}	No requirement, may substitute veg for fruit.			3¼ (¼)	3¼ (¼)	5 (1)
Dark green ^d	0	0	0	½	½	½
Red/Orange ^d	0	0	0	¾	¾	1¼
Beans, Peas, Lentils ^{d,h}	0	0	0	½	½	½
Starchy ^d	0	0	0	½	½	½
Other ^{d,e}	0	0	0	¾	¾	¾
Additional Veg to Reach Total ^f	0	0	0	1	1	1½
Grains (oz eq) ^g	7-10 (1)	8-10 (1)	9-10 (1)	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq) ^h	No requirement, may substitute MMA for Grains			8-10 (1)	9-10 (1)	10-12 (2)
Fluid milk (cups) ⁱ	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
	Other Specifications: Daily Amount Based on the Average for a 5-Day Week					
Min-max calories (kcal) ^j	350-500	400-550	450-600	550-650	600-700	750-850
Saturated fat (% of total calories) ^j	< 10	< 10	< 10	< 10	< 10	< 10
Sodium Target 1A (mg) ^{1k}	≤540	≤600	≤640	≤1,100	≤1,225	≤ 1,280
Sodium Target SY 2027-2028 ^{1k}	10% reduction from Target 1A			15% reduction from Target 1A		
Added Sugars ^l	Product-based limits on breakfast cereals, yogurt, and flavored milk effective July 1, 2025 Weekly limit of 10% added sugar effective July 1, 2027					

24

Breakfast and lunch adhere to specific Meal Patterns. These ensure the students receive sufficient amounts of required nutrition groups.

This is the Breakfast and Lunch Meal Pattern for K-12.

There are daily and weekly requirements and may differ depending on the age group.

DAILY LUNCH MENU PRODUCTION RECORD SCHOOL YEAR 20XX-20XX																																																																																																																																																																																																																																						
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Signature: _____ School Dist: <u>PR Activity</u> Site Name: _____ Offer Versus Serve: Yes: <u>X</u> No: _____ OVS Grades: <u>K-12</u> Purchased A la Carte? Yes: _____ No: <u>X</u> Free Seconds? Yes: _____ No: <u>X</u>																																																																																																																																																																																																																																						
Meal Counts <table border="1"> <thead> <tr> <th></th> <th>Planned</th> <th>Actual</th> </tr> </thead> <tbody> <tr> <td>K-8:</td> <td>105</td> <td>130</td> </tr> <tr> <td>9-12:</td> <td>125</td> <td>120</td> </tr> <tr> <td>Adults:</td> <td>8</td> <td>10</td> </tr> <tr> <td>Total:</td> <td>238</td> <td>260</td> </tr> </tbody> </table>					Planned	Actual	K-8:	105	130	9-12:	125	120	Adults:	8	10	Total:	238	260	Serving Size <table border="1"> <thead> <tr> <th>K-8</th> <th>9-12</th> </tr> </thead> <tbody> <tr> <td>1 ea 5ea/1ea 1/2c&3</td> <td>1 ea 5ea/1 ea 1/2c &3</td> </tr> <tr> <td>1/2 cup 1/2 cup</td> <td>1/2 cup 1/2 cup</td> </tr> <tr> <td>1/2 ea 1/2 cup</td> <td>1 ea 1 cup</td> </tr> <tr> <td>1 cup</td> <td>1 cup</td> </tr> </tbody> </table>		K-8	9-12	1 ea 5ea/1ea 1/2c&3	1 ea 5ea/1 ea 1/2c &3	1/2 cup 1/2 cup	1/2 cup 1/2 cup	1/2 ea 1/2 cup	1 ea 1 cup	1 cup	1 cup	Lunch Menu Hamburger on WW Bun Hamburger on WW Bun Chicken Nuggets/Angel Biscuit Mac & Cheese/Meatballs Broccoli & Cauliflower Baby Carrots Fresh Banana Watermelon chunks Milk choice																																																																																																																																																																																																							
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2 oz eq mma	1ea	15	1ea	75	1ea	8		90	2 cases, 50/case	-10 patties	Chicken Nuggets (Tyson #1234) CN#1234 - 2 oz eq mma	5ea	50	5ea	50	5ea	1		101	2 cases, 250ea/case	-15 nuggets	Mac & Cheese w/Meatballs (MooFood #4321) CN#4321 - 2 oz eq mma	1/2c&3	50	1/2c&3	10	1/2c&3	1		61	2 cases, 30sv/case	-7 svgs	Grains/Bread											Hamburger Bun (Old Home #7734) CN#7734 - 2 oz eq	1ea	15	1ea	75	1ea	8		238 buns	20 dozen	-10 buns	Angel Biscuit (Old Home #7745) CN#7745 - 2 oz eq	1ea	50	1ea	50	1ea	0					Mac & Cheese w/Meatballs (MooFood #4321) CN#4321 - 2 oz eq	1/2c&3	50	1/2c&3	10	1/2c&3	0					Fruits											1 See Food Bar Form Watermelon Chunks	1/2 cup	105	1 cup	125	1 cup	8		186 cups	124#	none	Vegetables											Broccoli & Cauliflower	1/2 cup	75	1/2 cup	100	1/2 cup	8		92 cups	8 #10 cans	-2 cups	Baby Carrots	1/2 cup	90	1/2 cup	100	1/2 cup	8		99 cups	100 cups (1-lbs/2)	-3 cups	Milk Choices											1 See Food Bar Form 2 Milk Choices: 1% unflavored, skim flavored, skim unflavored											Chocolate Skim 1% White	1/2 pint 1/2 pint	70	1/2 pint 1/2 pint	90	1/2 pint 1/2 pint	10		95	100	-5	Other Foods (Condiments, etc.)											✓ See Food Bar Form										
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Production Records are a Program Requirement

As the SFA Food Service Director, you won't be completing them, but you do need to know what is on them and what they mean.

Why?

This is the document that verifies the Nutrition Program is in compliance with the Meal Patterns by documenting the planned men, how many participants are expected, how many actually participated, and the quantities prepared to serve those numbers .

These four areas show that information:

Who and how many is expected to participate and how many actually did participate

What and quantities they will be served

This is a breakdown of how the menu satisfies the nutritional requirements of the meal pattern

How much is prepared, served, left over, or short and needed additional food prepared

This only shows one day, though – how will you know the daily menus meet weekly requirements?

	Day1	Day2	Day3	Day4	Day5	Day6	Day7	Weekly Total	Weekly Requirement (cups)	Weekly Requirement Check
Minimum Vegetables	1	1	1 1/4	1	1	1	1	7 1/4	7	Yes
Cups of DARK GREEN	0	0	0	1	0	0	0	1	1/2	Yes
Cups of RED/ORANGE	3/8	1	0	0	0	1	0	2 3/8	1 1/4	Yes
Cups of BEANS/PEAS(Legumes)	0	0	0	0	3/4	0	0	3/4	1/2	Yes
Cups of STARCHY vegetables	1	0	1 1/4	1/2	0	0	0	2 3/4	1/2	Yes
Cups of OTHER (any other type of vegetable)	1/8	0	0	0	1/4	3/4	1	2 1/8	3/4	Yes
	Day1	Day2	Day3	Day4	Day5	Day6	Day7	Weekly Total	Weekly Requirement (oz equivalents)	Weekly Requirement Check
Minimum Meat/Meat Alternate	2.00	2.00	1.00	2.00	2.00	2.50	2.00	13.50	14	No
Maximum Meat/Meat Alternate	2.00	2.00	2.25	2.50	2.25	2.50	2.25	15.75	17	Yes
	Day1	Day2	Day3	Day4	Day5	Day6	Day7	Weekly Total	Weekly Requirement (oz equivalents)	Weekly Requirement Check
Minimum Grain	2.00	3.00	2.00	2.00	2.25	2.00	3.00	16.25	14	Yes
Maximum Grain	2.00	3.50	2.00	3.00	2.25	2.25	3.00	18.00	17	No
Grain Based Dessert Total for all weekly meals								1.25	No more 2 oz equivalents	Yes
Whole Grain Rich Weekly Amount	Weekly Grains Total:	34.25	Weekly Whole Grain Rich Total:	34.25				100.0%	100% whole grain rich	Yes

You **could** collect a week's worth of Production Records and do the analysis yourself, or you can ask the FSMC to show you how they determine the week is in compliance.

The Food Service Management Company knows their stuff – this is what they do. I'd go with that one.

It will probably look something like this.

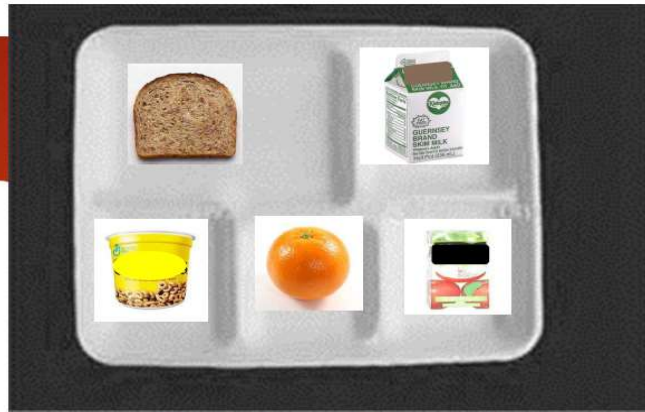
This is the Weekly Report Page of a Certification Tool that CANS uses to determine if the menu for the Week Reviewed in an Administrative Review is in compliance.

Each day of a week's menu with serving sizes and how they credit are entered into a tool that will compile, compare, and report whether they meet the daily and weekly requirements.

In this case one day was short on a Meat/Meat Alternative requirement and that made the Week short as well.

In the Grains component the week's total exceeded the maximum allowance.

Your Food Service Management Company may not use this particular tool, but they should be able to show you something similar. By these documented results you may be assured the meals are in compliance.



The Menu (5 items)

1 oz eq WGR bread
1 oz eq Cereal

1 orange (1/2 c fruit)
½ c 100% apple juice
1 c milk

27

This is a breakfast tray

The production records show what will be prepared and offered, but an allowable reimbursable meal is based on what the students actually put on their plate.

The Point of Service employee must know and confirm a reimbursable meal is selected by the student.

As the reviewer monitors the position – is it known by sight:

What should be offered?

In what quantity?

How many items must be selected for a reimbursable meal?



The Menu

Smoked Turkey Sandwich
2 oz WGR Bread
2 oz turkey

1 orange (1/2c Fruit)
Steamed Broccoli (1/2 cup)
1 c. Fluid Milk

Salad / Fruit Bar

28

The questions are the same for lunch

What should be offered?

In what quantity? Are the serving sizes appropriate for the age group being served?

How many items must be selected for a reimbursable meal?

Required Training for School Nutrition Program Employees (All Local Educational Agencies)

Continuing education/training annually

- **Directors-** At least **12** hours
- **Managers-** At least **10** hours
- **Full-time staff-** At least **6** hours
- **Part-time staff-** At least **4** hours
- **Other staff** – Training as needed



29

Now do the required training hours seem more reasonable? – there is a LOT the monitoring person needs to know and understand

Advisory Board meets twice per School Year
Keep documentation of meeting minutes.

Parents
Students
Teachers



Another of the regulation requirements is to establish an advisory board to assist in menu planning.

To assist they may help develop the actual cycle menu, or do taste testing, conduct satisfaction surveys, and report on quality consistency.

The board is made up of parents, students and teachers. This sounds like the same make up as the wellness committee...maybe they can double as the advisory board? Just a suggestion.

The monitoring form should be reviewed when considering whether to:


Rebid the Food Service Management Company contract.

Renew the Food Service Management Company contract.

Choose to convert the School Nutrition Program to Self Operation.

The monitoring form should serve as a tool to determine whether you would like to continue with the FSMC in a contract renewal, a rebid might be in your best interest or a decision to self operate the Nutrition Program.

A copy of the completed forms must be sent to Child & Adult Nutrition Services with the contract renewal documents.



south dakota
DEPARTMENT OF EDUCATION
Learning. Leadership. Service.
800 Governors Drive
Pierre, SD 57501-2235
T 605.773.3413
F 605.773.6846

To: School Food Authorities with renewable Food Service Management Company
Contracts for School Year 20xx-20xx
Food Service Management Companies with current contracts in South Dakota
SFAs

From: xxxxxxxx Program Specialist
SD Department of Education, Child and Adult Nutrition Services

Date: xxxxx

Subject: FSMC Renewal Process

32

When the decision is to renew

At the beginning of March the agency will receive a renewal Memo with a renewal Packet and a Word Document Prototype of the Renewal Amendment

COMPLETE AND SUBMIT CONTENTS OF THIS PACKET:

1. END OF THE YEAR RECONCILIATION FOR USDA ENTITLEMENT FOODS
2. PROJECTED FOOD SERVICE BUDGET FOR CONTRACT YEAR 20XX-20XX
3. SCHOOL FOOD AUTHORITY NON-DELEGABLE RESPONSIBILITIES
4. ANTI-COLLUSION AFFIDAVIT
5. SUSPENSION AND DEBARMENT CERTIFICATION
6. RESTRICTIONS ON LOBBYING AND CERTIFICATION REGARDING LOBBYING

SUBMIT ADDITIONAL DOCUMENTS

1. COPY OF JANUARY 20XX INVOICE WITH SUPPORTING DOCUMENTATION
2. COPY OF MONITORING FORMS. TWO PER YEAR FOR EACH SITE.
3. PROTOTYPE AMENDMENT TO RENEW FIXED PRICE FOOD SERVICE MANAGEMENT CONTRACT.

33

The packet contains forms to be completed

A list of what is in the packet and a list of additional documents including the actual renewal amendment.

Let's take a look at a couple of these documents.

END OF YEAR RECONCILIATION FOR USDA DONATED FOODS CREDIT

REQUIREMENT

Federal Regulation 7 CFR § 250.51 Crediting for, and use of, donated foods.

(a) *Crediting for donated foods.* In both fixed-price and cost-reimbursable contracts, the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year (including both entitlement and bonus foods). Such requirement includes crediting for the value of donated foods contained in processed end products if the food service management company's contract requires it to:

- (1) Procure processed end products on behalf of the recipient agency; or
- (2) Act as an intermediary in passing the donated food value in processed end products on to the recipient agency.

INSTRUCTIONS

This form must be completed by the school food authority (SFA), not the Food Service Management Company (FSMC). Please complete this form as soon as the SFA receives this request from the Procurement Specialist for the contract year and before contract renewal is requested. Maintain this record for three years from the final month of the final renewal year of the contract.

Step 1 – Please enter the requested information into the corresponding box next to it.

Date:	
Contract Year:	
School Food Authority Name	
Name of SFA Staff Completing the Form:	
Month and Year of Reconciliation:	
Food Service Management Company Name:	

Step 2 – Please enter the values (or N/A where appropriate).

Enter the SUM amount of USDA Foods that the SFA has received in the School Year.

SFA's Received Entitlement Value	\$
Bonus Foods Received Value	\$
TOTAL VALUE of USDA donated foods received	\$

Step 3. Please provide a SUM of credits from the FSMC provided to SFA on monthly invoices.

Total Credits for USDA donated foods	\$
TOTAL VALUE of USDA donated foods	\$
Difference, if any.	\$
Explanation of difference and plan to obtain full amount of USDA donated food value.	

34

One is the end of year reconciliation for USDA donated food credits.
This form is to be completed by the agency only – not the FSMC

Step 1 – Please enter the requested information into the corresponding box next to it.

Date:	
Contract Year:	
School Food Authority Name	
Name of SFA Staff Completing the Form:	
Month and Year of Reconciliation:	
Food Service Management Company Name:	

Step 2 – Please enter the values (or N/A where appropriate).

Enter the SUM amount of USDA Foods that the SFA has received in the School Year.

SFA's Received Entitlement Value	\$
Bonus Foods Received Value	\$
TOTAL VALUE of USDA donated foods received	\$

Step 3. Please provide a **SUM** of credits from the FSMC provided to SFA on monthly invoices.

Total Credits for USDA donated foods	\$
TOTAL VALUE of USDA donated foods	\$
Difference, if any.	\$
Explanation of difference and plan to obtain full amount of USDA donated food value.	

35

The reconciliation ensures the agency was credited for all USDA entitlements received. In Step two the amount of the received entitlement value are added to the value of the bonus foods received.

Step three requires the agency to add all credits appearing on the monthly invoices.

The totals should match.

If not, the agency will explain how the credits will be received and documentation of the credit submitted. The renewal can not be approved until this step is taken.

If the agency has trouble finding the entitlement dollar amount, please contact the CANS office for assistance.

AMENDMENT TO RENEW FIXED PRICE FOOD SERVICE MANAGEMENT CONTRACT

Date of Base Contract:	Enter Date of Base Contract	Renewal Year (Circle):	1	2	3	4
------------------------	-----------------------------	------------------------	---	---	---	---

This term of the original Contract was for One (1) year. This is to renew that contract and will cover the period **(start date)** and continuing until **(end date)** unless terminated by either party as provided.

This amendment is between Local Education Agency (LEA) **(name)** and Food Service Management Company **(Company name)**

The Parties now desire to amend the Contract to extend it for an additional year in accordance with 7 CFR Part 210.16(d) and the terms of the original Contract. In Consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

36

This is the first page of the contract amendment. Please be sure to enter the correct dates in the appropriate fields. The date of the base contract is listed, but the renewal dates will be for the upcoming school year.

Methodologies for Fee Increases/Decreases:

The fixed price per meal may be increased/decreased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers Midwest Region, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI) February. The CPI rate will be submitted to the SFA annually. No other price increases are allowed for renewals.

Meal Service (Add items or delete rows as necessary)	20xx-20xx Price	20xx- 20xx Price CPI Increase ____%
Breakfast	\$	\$
Lunch	\$	\$
Milk	\$	\$
Ala Carte / Adult Meal	\$	\$
FFVP	\$	\$
Meal Equivalency Factor		

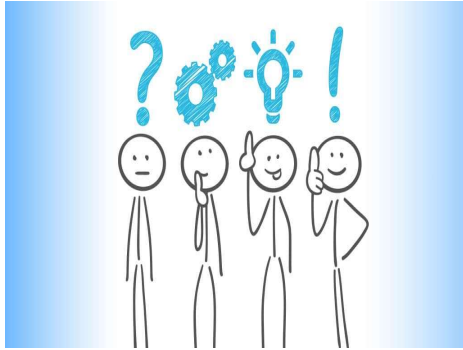
The allowed escalation cost shows the previous year's prices with the new Consumer Price Index percentage increase.

<p>■ The LEA and FSMC certify that there are no material changes to the original contract. (Delete this if there <u>has</u> been material changes to the contract for SY 20-21.)</p>	
For the LEA	For the FSMC
_____ Signature	_____ Signature
_____ Printed or typed name	_____ Printed or typed name
_____ Title	_____ Title
_____ Date	_____ Date
<p>ALL CONTRACT RENEWALS MUST BE PRE-APPROVED BY THE STATE AGENCY This contract is not valid until it is reviewed and approved by the State Agency. The FSMC is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to date below, the LEA may not be obligated for payment.</p>	
<p>_____ Printed or Typed Name of signer</p>	
<p>_____ Printed or Typed Title</p>	
<p>_____ Signature</p>	
<p>_____ Printed or Typed Date</p>	

Finally

The completed Word Document will be returned for the State Agency pre-approval signature – then returned for the agency and FSMC signatures. At that point, please return the fully signed renewal to me for our files.

It is important to make sure all signatures are obtained before the start date of the renewal. The contract will not be effective until the state agency's pre-approval signature is in place. Because it is a pre-approval, the state agency signature must be dated before the agency and FSMC signatures.



Child & Adult Nutrition Services

605-773-3413

DOE.SchoolLunch@state.sd.us



??Questions??