

## Sample SPONSOR to SPONSOR Food Service Agreement

Use this form for Sponsor to Sponsor or Sponsor to Attendance Center

This agreement is made between the parties named below authorizes the School Food Authority (SFA) to claim reimbursement meals in the Montana Agreement Payment System (MAPS) for meals served to students enrolled at the recipient school as a stand-alone site or district elementary under the administering SFAs agreement to operate the federal child nutrition programs.

Name of Sponsoring SFA:	
MAPS Sponsor Number:	MAPS Vendor Number:
Name of Recipient School or Attendance Center:	
Name of Claim Site:	

This agreement was entered into on \_\_\_\_\_ for the duration of one school year beginning \_\_\_\_\_ and ending \_\_\_\_\_.

This agreement may not exceed one year term.

The sponsoring School Food Authority hereinafter will be referred to as **SFA** and the **Recipient** school, stand-alone school or attendance center will be referred to as **Recipient**.

This agreement was entered by and between the **SFA** and the **Recipient** for the purpose of providing and/or claiming meals or snacks in the following child nutrition programs:

**Check One:**

- The **Recipient** will prepare meals and/or snacks on-site at the stand-alone facility or attendance center. **SFA** will claim meals and provide administrative support.
  
- The **SFA** will claim and provide meals and/or snacks from \_\_\_\_\_ (Enter school kitchen facility in which meals will be prepared), for the **Recipient**.

**Meals to be served: Check All that Apply:**

- Lunches served under the
  - National School Lunch Program
  - Summer Food Service Program
- Breakfast Served under the
  - School Breakfast Program
  - Summer Food Service Program
- Snacks served under the
  - After school Snack program
  - Fresh Fruit and Vegetable Program

**Both parties hereby agree to adhere to the following conditions:**

**ELIGIBILITY:**

1. The **Recipient** must meet the eligibility requirements to participate in the federal child nutrition programs, if at any point the **Recipient** becomes ineligible, they will notify the **SFA** and the **SFA** must drop the **Recipient** from participation under their sponsorship.
2. The **SFA** will claim reimbursement from MT OPI for all meals served to students enrolled in the **Recipients** meal program(s). The **SFA** may only claim reimbursement for complete meals or snacks served to students in accordance with each child's eligibility benefit status, at the allowable rate per program per day.
3. The **SFA** will conduct the free and reduced-price meal application process including the distribution, review, and approval of applications for **Recipient** site(s). The **SFA** will provide the **Recipient** accurate and current eligibility roster of students and their eligibility benefit status, updating any changes as they may occur. The **SFA** will conduct the annual Verification process, as well as any eligibility verifications for cause and will notify the recipient of any finding or changes needed.
4. Once approved by MT OPI, the term of the agreement is eligible for one (1) year as indicated above. Either party may terminate this agreement for cause with 10 days' written notice. The **SFA** must provide written notification to MT OPI.
5. The **SFA** will retain signature authority on its Office of Public Instruction Program Agreement, Free and Reduced-Price School Meal Application, Claim for Reimbursement, and non-profit Food Service Fund.
6. The **Recipient** will conform to the rules and regulations of the **SFAs** Program Agreement with the Office of Public Instruction and will comply with all applicable federal and state regulations.

## MEAL PREPARATION AND FOOD SAFETY

7. The \_\_\_\_\_ (enter SFA or Recipient) will \_\_\_\_\_ (enter prepare or provide) meals or snacks. All meals/snacks will be planned and prepared according to the relevant USDA child Nutrition Program regulations (i.e. lunches and afterschool snacks per 7 CFR Part 210; and breakfasts per 7 CFR Part 220). All meals/snacks will meet the requirements as specified in the regulations.
8. The \_\_\_\_\_ (enter SFA or Recipient) will prepare meals and snacks in the \_\_\_\_\_ kitchen located at \_\_\_\_\_. This preparation site will maintain the appropriate state and local health certifications for the facility.
9. Both parties will be responsible for following the SFAs Food Safety/HACCP plan.
10. Both parties will maintain applicable health certification and food safety training for its employees; a food service license for any facility in which meals are prepared; and any other state, county or city health licenses as required for the duration of the contract.

## MEAL COUNTING AND CLAIMING

11. The \_\_\_\_\_ (enter SFA or Recipient) will collect point of service meal counts. Daily and Monthly meal counts will be collected for claiming purposes. Both parties are responsible for completing meal counting and claiming training requirements.
12. The **SFA** has oversight of meal counting and claiming and will assume responsibility for any overclaims identified during a review and reimburse MT OPI if any errors are found.
13. Both parties will maintain food production records indicating food produced, portion size, quantity prepared, and recipe number or product description. Information for nutrient analysis, including standardized recipes, nutrition fact labels, and Child Nutrition (CN) labels must be on file with the **SFA**. This information is required to support its claim for reimbursement and any reviews related to meals meeting menu requirements.
14. Menu-the **Recipient** school will follow the SFAs menu or for meals prepared on-site at stand-alone facility or attendance center, the **Recipient** will provide a monthly menu planning calendar to **SFA** for meal counting/claiming and meal pattern requirement oversight. (not applicable when SFA prepares meals for recipient) **Check one:**  
\_\_\_\_\_ Follow SFA menu \_\_\_\_\_ Recipient provide menu to SFA.
15. The **SFA** is responsible for the Annual Self – Review documentation for the **Recipient** site. Documentation is due annually in February for all sites, to be held on file as part of the administrative review requirement. The **SFA** may monitor the **Recipient** through periodic on-site visits to comply with this regulation.

16. Both parties will make all related records available, for a period of three years from the date of the final payment under the contract, for inspection and audit by representatives of the Office of Public Instruction, USDA and the U.S. General Accounting Office at any reasonable time and place. If audit findings have not been resolved, the records will be retained beyond the three-year period as long as required for resolution of issues raised by the audit.

**MEAL SERVICE (only applicable when SFA is providing meals to the recipient site)**

17. The SFA will deliver to the recipient unitized meals/snacks with adequate servings to meet the requirements for the number of meals/snacks ordered.
18. The SFA will provide all equipment necessary to transport meals and snacks to Recipient.
19. The SFA will provide a monthly menu calendar. Menus must be reviewed, and changes made as necessary to ensure the NSLP meal patterns are met.
20. The Recipient will communicate (by way of email or phone) an accurate lunch order to the SFA by \_\_\_\_AM each day. The Recipient will notify the SFA of any increase or decrease in the number of meals ordered no later than \_\_\_\_AM each day.
21. The \_\_\_\_\_ (enter SFA or Recipient) will transport the meals from the preparation site to the delivery site. Meals will be delivered by \_\_\_\_AM. The meals will be transported in containers that maintain safe temperatures and prevent contamination.
22. The \_\_\_\_\_ (enter SFA or Recipient) will provide the transport containers. The containers will be cleaned and sanitized by the SFA.
23. The \_\_\_\_\_ (enter SFA or Recipient) will furnish the serving trays, silverware, serving utensils, etc. These items will be sanitized by the SFA.
24. Employees of the \_\_\_\_\_ (enter SFA or Recipient) will serve meals/snacks. Servers will be responsible for setting up the serving line, serving meals, cleaning up the serving line, preparing equipment for transport back to the preparation kitchen and cleaning off dining tables. The SFA will provide portioning instructions to the Recipient when applicable.

**PROCUREMENT AND RESOURCE MANAGEMENT**

25. The SFA and Recipient agree to adhere to the procurement standards set forth in Section 210.21 of the NSLP regulations, OMB Circular 7 CFR 200.317-326.

26. Both parties shall comply with the Buy American provision and purchase, to the maximum extent practicable, domestic commodities or products according to 7 CFR 210.21(d)
27. The **SFA** may transfer the fair share of the USDA entitlement to the **Recipient** for storage until utilized if the **Recipient** is preparing and serving meals at the stand-alone site or attendance center. The **SFA's** USDA Foods entitlement value for the SY \_\_\_\_\_ is \$ \_\_\_\_\_. The **Recipient's** fair share of USDA Foods entitlement value is determined by number of meals served in previous SY. The **Recipients** fair share value is \$ \_\_\_\_\_. All USDA foods remain the responsibility of both parties and must adhere to all USDA Foods regulations and requirements.
28. Both Parties shall comply with Resource Management and will make all related records available, for a period of three years from the date of the final payment under the contract, for inspection and audit by representatives of the Office of Public Instruction, USDA and the U.S. General Accounting Office at any reasonable time and place. Expenditures of nonprofit school food service revenues shall be in accordance with the financial management system established by the State agency. **No exchange of reimbursement is permissible without proper documentation of expenditures from the non-profit school food service account.** See 7 CFR 210.14(a)-(c) and 7 CFR 210.19(a)

## FEE STRUCTURE

### 29. Check One:

- The **SFA** will submit to the **Recipient** itemized invoices for meals and snacks provided by the SFA. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state, and federal reimbursements. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the \_\_\_\_\_ day of the following month.
- The **SFA** will submit to the **Recipient** itemized invoices and payment for meals and snacks prepared by the Recipient. The invoices will reflect state and federal reimbursements for applicable meals served minus any **SFA** administrative costs associated with operating school nutrition programs. Reimbursement must be supported by allowable expenditures receipts or invoices provided by the Recipient. (proof of allowable purchases must be submitted, production records are not an allowable source of documentation) The **SFA** will submit payment to the **Recipient** the following month of that month's claim reimbursement from MT OPI.

**CONTRACT TERMS AND CONDITIONS**

- 30. With the exception of payment obligations for prior performance under this agreement, neither the SFA nor the Recipient will be liable for the failure to perform their respective obligations under this agreement when such failure is caused by fire, explosion, water, acts of God, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, governmental rules or regulations, or like causes that are beyond the reasonable control of such party.
  
- 31. This contract may be terminated by either party for cause or by mutual agreement between parties.
  
- 32. The SFA may terminate this contract for breach/neglect as determined by the SFA when considering such items as failure to maintain and enforce required standards of sanitation, failure to provide periodic information/statements or failure to maintain quality of service at the level satisfactory to the Contractor.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA’s Director of Food Services or Authorized Representative

In witness whereof, the parties hereto have executed this agreement as of the date and year first written above.

**SIGNATURES:**

Name and Title of SFA Authorized Representative: \_\_\_\_\_

Signature of SFA Authorized Representative: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title of Recipient Authorized Representative: \_\_\_\_\_

Signature of Recipient Authorized Representative: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

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, audiotope, 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/ad-3027.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](mailto:Program.Intake@usda.gov)

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