

15 POINT AMENDMENT TO FOOD SERVICE AGREEMENT

Simplified Summer Food Program

AGREEMENT NO.	

The contract between _____ (sponsor) with offices at _____, hereinafter called "the sponsor," and _____, (vendor) hereinafter called "the vendor," executed by the parties thereto on _____, is hereby amended to provide the following: _____ date _____ year

- *1. All meals prepared by the vendor (food service management company) shall be unitized, with or without milk, unless the Office of Superintendent of Public Instruction (OSPI) has approved a request for exceptions to the unitizing requirement for certain components of a meal.
2. The vendor entering into a contract with a sponsor under the Simplified Summer Food Program (SSFP) shall not subcontract for the total meal, with or without milk, or for the assembly of the meal.
3. The sponsor shall provide to the vendor a list of OSPI approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site and shall notify the vendor of all sites which have been approved, cancelled, or terminated subsequent to the submission of initial approved site list and of any changes to the approved level of meal service for a site. Such notification shall be provided within the time limits mutually agreed upon in the contract.
- *4. The vendor 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 report to the sponsor promptly at the end of each month, at a minimum.
5. The vendor shall have state or local health certification for the facility in which it proposes to prepare meals for use in the SSFP, and it shall ensure that health and sanitation requirements are met at all times. In addition, the vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacteria levels in the meals being served. These levels shall conform to the standards which are applied by the local health authority with respect to service establishments in the locality. Results of the inspections shall be submitted to the sponsor and, if requested, to OSPI.
- *6. The meals served under the contract shall conform to the cycle menus and meal quality standards and food specifications approved by OSPI and upon which the bid was based, if applicable.
- *7. The books and records of the vendor pertaining to the sponsor's food service operation shall be available for inspection and audit by representatives of OSPI, the U.S. Department of Agriculture (USDA), and the U.S. General Accounting 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.
8. The sponsor and the vendor shall operate in accordance with current SSFP regulations.
9. The vendor shall be paid by the sponsor for all meals delivered in accordance with the contract and this agreement. However, neither USDA nor OSPI assumes any liability for payment of differences between the number of meals delivered/prepared by the vendor and the number of meals served by the sponsor that are eligible for reimbursement.
- *10. Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.
- *11. Increases and decreases in the number of meals ordered shall be made by the sponsor, as needed, within a prior notice period mutually agreed upon.
12. All meals delivered/prepared under the SSFP shall meet the "Meal Service Requirements" section of the current program regulations.

13. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the sponsor for any excess costs the sponsor incurs by obtaining meals from another source.
14. The vendor shall submit records of all costs incurred in the sponsor's food service operation in sufficient time to allow the sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline.
15. The vendor shall comply with the appropriate bonding requirements as set forth in the current SSFP regulations.

	Breakfast	Lunch	Dinner	Snack
Type(s) of meal service	_____	_____	_____	_____
Price per meal	_____	_____	_____	_____
Period covered by contract/agreement	_____	_____	_____	_____
Estimated total of contract/agreement	_____	_____	_____	_____

Grand Total \$ _____

AUTHORIZED SPONSOR REPRESENTATIVE SIGNATURE

PRINT NAME/TITLE

DATE

AUTHORIZED VENDOR REPRESENTATIVE SIGNATURE

PRINT NAME/TITLE

DATE

* These items may be deleted by Upward Bound Programs that use a college cafeteria setting to provide meals under the SSFP.