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 _____ (date), ____ (year), is hereby amended to provide the following:

*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. A vendor (food service management company) 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 (food service management company) 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 (food service management company) 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 (food service management company) 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 (food service management company) 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 (food service management company) 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 (food service management company) 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 (food service management company) shall operate in accordance with current SSFP regulations.

9. The vendor (food service management company) shall be paid by the sponsor for all meals delivered in accordance with the contract and this part. However, neither USDA nor OSPI assumes any liability for payment of differences between the number of meals delivered/prepared by the vendor (food service management company) 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 (food service management company), the company shall pay the sponsor for any excess costs the sponsor incurs by obtaining meals from another source.

14. The vendor (food service management company) 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 (food service management company) 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 and National Youth Sports Programs which use a college cafeteria setting to provide meals under the SSFP.