

Food Service Management Company (FSMC) Contracts Checklist

This checklist is used for a Facility (child center/at-risk afterschool program) entering into an agreement with a FSMC. Identify the location of the required element by indicating the page number in your contract where the information can be found. Submit this with your (1) Small Purchase Procurement form, (2) Agreement/Contract and (3) copy of FSMC's Certificate of Incorporation/Organization.

Page # on your contract	Standard FSMC Contract Form Checklist		Official QCC Use Only	
			YES	NO
	A	The Facility shall provide the FSMC with a (1) list of the approved child care centers and afterschool programs to be furnished meals by the FSMC, and (2) the number of meals by type, to be delivered to each location. (Include addresses for each location)		
	B	The Facility ordering food and/or non-food items only must include a list of food items and/or non-food supplies (utensils, plates, napkins, etc.) to be ordered. Include item quantity, description, package size, and option for equivalent brand name. (Note: This is an agreement to include these on delivery receipts and invoices.)		
	C	The FSMC shall maintain such records (supported by invoices, receipts or other evidence) as the facility will need to meet its responsibilities under this part, and shall promptly submit invoices and delivery reports to the facility no less frequently than <u>monthly</u> .		
	D	The FSMC shall have Federal, State, or local health certification(s) for the location(s) in which it proposes to prepare meals for use in the Program, and it shall ensure that health and sanitation requirements are met at all times. (Health Inspections should be done regularly and documentation should be made available at request as requested by the Facility).		
	E	The meals served under the contract shall conform to the cycle menus upon which the procurement was based, and to menu changes agreed upon by the Facility and FSMC.		
	F	The books and records of the FSMC pertaining to the Facility's food service operation shall be available for inspection and audit by representatives of Bright from the Start: Georgia Department of Early Care and Learning (DECAL), of the Department, and the U.S. General Accounting Office at any reasonable time and place, for a period of 3 years from the date of receipt of final payment under the contract, or in cases where an audit requested by the DECAL, or the Department remains unsolved, until such time as the audit is resolved.		
	G	The FSMC shall operate in accordance with current Program regulations 7 CFR 225.17 and/or 226.22		

Bright from the Start: Georgia Department of Early Care and Learning is the State Agency that oversees CACFP in Georgia. Quality Care for Children is the sponsoring organization of the Facility that is an agreement with the FSMC.

Page # on your contract	Standard FSMC Contract Form Checklist		Official QCC Use Only	
			YES	NO
			H	The FSMC shall not be paid for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in the contract.
I	Meals shall be delivered in accordance with a delivery schedule prescribed in the contract.			
J	Increases and decreases in the number of meal orders may be made by the Facility, as needed, within a prior notice period mutually agreed upon in the contract. (Note: The contract should state how many days is required of the Facility to give advance notice to change meal orders.)			
K	All meals served under the Program shall meet the requirements of 7 CFR 226.20 and/or 225.16.			
L	All breakfasts, lunches, and suppers delivered for service in outside-school-hours care centers shall be unitized, with or without milk, or juice unless it is determined that unitization would impair the effectiveness of food service operations. For meals delivered to child care centers and afterschool programs, DECAL may require unitization, with or without milk, or juice of all breakfasts, lunches, and suppers only if DECAL has evidence which indicates that this is necessary to ensure compliance with (226.20).			
M	The FSMC entering into a contract with the Facility will not subcontract for the total meals or the assembly of meals.			
N	The Facility for all meals delivered in accordance with the contract and the regulations, will pay the FSMC. Neither USDA nor DECAL assumes any liability for payment or differences between the number of meals delivered and the number of meals served.			
O	In cases of nonperformance or noncompliance on the part of the FSMC, it shall pay the Facility for any excess costs, which the sponsor may incur by obtaining meals from another source.			
P	The FSMC shall comply with appropriate bonding requirements as set forth in 7 CFR 225.15 (m)(5-7); Appendix II of 2 CFR 200.326			
Q	The Facility shall include the contract term and any applicable renewals. Full contract term including renewals shall not exceed five (5) years.			

QCC Staff Only

Reviewed by: _____ Signature: _____ Date: _____

Bright from the Start: Georgia Department of Early Care and Learning is the State Agency that oversees CACFP in Georgia. Quality Care for Children is the sponsoring organization of the Facility that is an agreement with the FSMC.