



Food Service Management Company (FSMC) Webinar

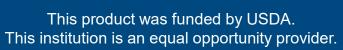
Step by Step Renewal Process & NEW – 2023-24 Amendment

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Reminders:

Per §210.16

The SFA is responsible for ensuring the FSMC operates the program according to the contract and in compliance with all regulations and guidance; contracting with an FSMC does not release the SFA from any responsibilities for the CN programs

Per §210.16(a)(10)

• All amendments must be documented, reviewed, and approved by the State agency prior to execution

Per §210.19(a)(5)

- Annually review each contract
- Ensure the SA approved prototype solicitation and contract documents used by SFAs meet the provisions
- When purchasing services are included in RFP, SA must monitor how the SFA is conducting contract performance for tracking discounts, rebates and credits and ensuring the value of USDA Foods is returned to FS account



You understand and acknowledge that you are responsible for knowing and understanding all handbooks, manuals, alerts, notices, and guidance as well as any other forms of communication that provide further guidance, clarification or instruction on operating the program.

This discussion is designed for CEs with an Food Service Management Company (FSMC) to ask guidance related questions and to share best practices when managing the FSMC contract. This intended for CEs and not FSMC representatives.





NEW - 2023-2024 Renewal Amendment



USDA Management Evaluation 2023-2024 Renewal Amendment

Finding: The SA's approved renewals/amendments included unallowable language that pertained to incentive fees. To resolve this finding TDA was to submit a list to FNS SWRO for all current FSMC contracts that had the unallowable incentive fee language within the renewal/amendment documents for review. In addition, any CE that paid an incentive fee to an FSMC to improve performance during the life of the contract was to reimburse the non-profit school food service account (NPSFSA).

- Unallowable language regarding incentive fee
- Requires current amendment renewals to be amended for all 2023-24 contracts
- 2024-2025 renewal amendment have been corrected
 - 5. Section III, A. "Definitions," is amended by deleting the reference, if any, and definition for "Retroactive Incentive Fee" and replacing it with the following definition for "Incentive fee":
 - "Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve SFA's food service participation, the amount of which depends on FSMC's performance during the current school year and related to a benchmark number established by the SFA. Incentive Fees may only apply to meals served in the SFA's food service operation during the current school year;" and
 - The option for and reference to a "Retroactive Incentive Fee" in Section III, B is hereby deleted.



Amendment

Food Service Management Services
Contract No.
Amendment No

Amendment No				
Section 1.				
, School Foo	od Authority (SFA), and	,		
, School Food Food Service Management Company (FSI	MC), entered Contract No	(Contract) for		
ood service management services, effecti	ve			
Section 2.				
The parties hereto agree to amend the Con	tract by deleting the following para	graph in Renewal		
Amendment No in its entirety:				
5. Section III, A. "Definitions," definition for "Retroactive Incent for "Incentive fee":				
improve SFA's food service open from the SFA's food service open food service open from the SFA's f	n additional fee paid as an inc vice participation, the amount ing the current school year and s SFA. Incentive Fees may only eration during the current school e to a "Retroactive Incentive Fee"	of which depends o related to a benchmar apply to meals served i l year; and		
No. 41 2				
Section 3. The newtice herete expect that all of the terms	ng of the Contract shall remain in	affact and abolt continu		
The parties hereto agree that all of the term of govern except to the extent that they con				
o go vern except to the extent that they eo	inner with the terms of this time.	Cilioni.		
Section 4.				
By signing this amendment, the parties he shall become a part of the Contract.	reto expressly understand and ag	ree that this amendment		
Section 5.				
This amendment is executed by the parties	s in their capacities, as stated belo	ow. All parties represent		
This amendment is executed by the parties and warrant that the persons signing this A				
and warrant that the persons signing this A				
and warrant that the persons signing this A	Amendment are authorized to bind	1 the respective parties.		
and warrant that the persons signing this A		If the respective parties.		
and warrant that the persons signing this ASIGNED AND AGREED TO BY: School Food Authority	Amendment are authorized to bind Food Service Manager	d the respective parties.		
and warrant that the persons signing this A	Amendment are authorized to bind	d the respective parties.		
and warrant that the persons signing this ASIGNED AND AGREED TO BY: School Food Authority	Amendment are authorized to bind Food Service Manager	d the respective parties.		
signing this A SIGNED AND AGREED TO BY: School Food Authority Signature of Authorized Representative	Food Service Manager Signature of Authorized Repres	d the respective parties.		
and warrant that the persons signing this A SIGNED AND AGREED TO BY: School Food Authority Signature of Authorized Representative Name	Food Service Manager Signature of Authorized Repres	d the respective parties.		
signing this ASIGNED AND AGREED TO BY: School Food Authority Signature of Authorized Representative Name Title	Food Service Manager Signature of Authorized Repres Name Title	d the respective parties.		

FSMC 2023-24 Amendment January 9, 2024

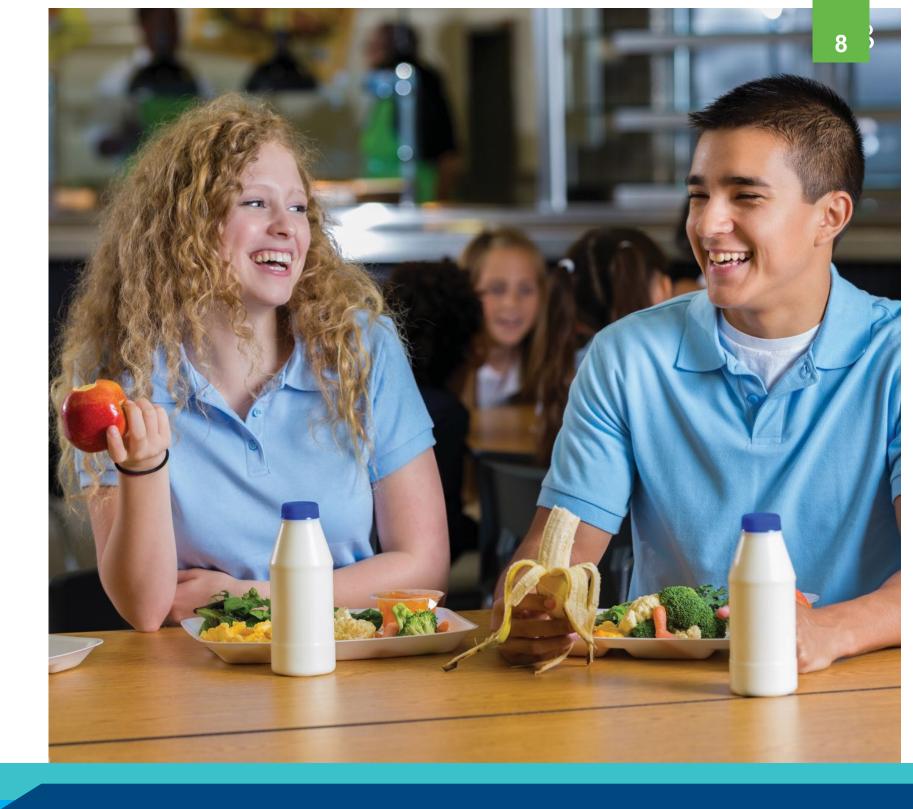
2023-2024 Renewal Amendment

- 1. Complete Amendment with name and contract number and contract effective date.
- 2. Sign with the CE representative and FSMC representative. CE should sign and date last.
- 3. Label as District Name_Amendment 23-24.
- Upload separately with current renewal document or New Contract document.
- 5. Amendment must be completed, signed and uploaded by February 1st, 2024.

https://squaremeals.org/Programs/National-School-Lunch-Program/Food-Service-Management-Companies



Step-by-Step Renewal Documents and Process



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mail:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;

fax: (202) 690-7442; or email: program.intake@usda.gov.

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Updated 11/3/2020

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QUESTIONS?

