

FSMC Attachment M Training

Child Nutrition
Programs



OKLAHOMA
Education

Attachment M is *REQUIRED*

- It is ***required*** the FSMC submit the Attachment M even if they provide an invoice
- The only approved Attachment M that can be used are in Other Documents or the attachment M from the RFP
 - There are currently two Attachment M versions
- The amount the district pays is the amount on the Attachment M MINUS the USDA Foods credit for that month

Attachment M (Top)

FOOD SERVICE MANAGEMENT COMPANY MONTHLY LUNCH EQUIVALENCY WORKSHEET

ATTACHMENT M

Month/Year: January

Once the contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalencies for each month. Submit Attachments M and M1 to the SFA with the monthly invoice.

1. Actual Meal Count
Lunch Program [NSLP]
Program [SFSP] meals
breakfasts (2 breakfasts)

**Numbers on Attachment M *MUST* match
Edit Check**

1 School
1 Service
lunches,

| Breakfast Meals | | Based on <u>18</u> Days of Services | | Lunch Meals | | Snack Meals | |
|------------------------|------------------|-------------------------------------|---------------|--------------------|--------------|--|--|
| Contract Breakfasts | | Contract Lunches | | Contract Snacks | | | |
| SBP Breakfasts | 3558 | NSLP Lunches | 4595 | NSLP Snacks | 0 | | |
| SFSP Breakfasts | | SFSP Lunches/Suppers | | SFSP Snacks | | | |
| SSP Breakfasts | | SSP Lunches/Suppers | | SSP Snacks | | | |
| CACFP Breakfasts | | CACFP Lunches/Suppers | | CACFP Snacks | | | |
| | 3558 | | 4595 | | 0 | | |
| | Total Breakfasts | | Total Lunches | | Total Snacks | | |
| | | | | | | | |
| 1779 | + | 4595 | + | 0 | = | 6374 | |
| (Total Breakfasts ÷ 2) | | Total Lunches | | (Total Snacks ÷ 3) | | Lunch Equivalents Based on Meal Counts | |

Attachment M (Middle)

2. Extra Revenue: Based on extra revenue received—extra CNP revenue shall include sales from adult meals, à la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions.

| Based on 18 Days of Service | |
|--|------------------|
| Total Revenue From Adult and Visitor Meals (If Applicable): | \$ 325.25 |
| Total Revenue From À la Carte Sales (If Applicable): | \$ 210.10 |
| Total Revenue From Catering/Special Event Meals (If Applicable): | \$ |
| Total Revenue From Concessions (If Applicable): | \$ |
| Total Revenue From Vending Machine Sales (If Applicable): | \$ |
| Total Extra CNP Revenue: | \$ 535.35 |

| | | | | |
|-------------------------|---|--|---|---|
| \$ 535.35 | ÷ | 3.98 | = | 134,510 |
| Total Extra CNP Revenue | | Lunch Rate (Section I, Item M.1—page 12) | | Lunch Equivalent Based on Extra Revenue |

Adults Revenue should be the total the district should have received if not charging

Adult lunches x rate on Attach B or more if charging

This amount is from page 12 of your Original Contact (This cannot change until rebid)

Adult revenue goes here. They are not a contract meal

Schools Gives the FSMC (Monthly)

- A copy of the Edit Check to know how much to bill for breakfast and lunch
- The number of contract meals served for breakfast and lunch
- The total revenue amount from A La Carte
- The total revenue amount from Adult/Visitor Meals
 - It is the amount the school *SHOULD* have collected not what actually collected
 - Adult meals revenue is the number of adults x the amount listed in Schedule B per meal service **or** if the district is charging more use the higher amount
 - Visitor meals is the amount of visitors x the amount you charge per meal service
 - Adult meal revenue amount + Visitor meal revenue dollar amount
- **Any other documentation needed for billing**

Adult & Visitor Revenue Example

- **Required Price on Schedule B:** Lunch: \$4.70 & Breakfast: \$2.28
 - School charges Teachers: Lunch: \$2.50 Breakfast \$1.00
 - School charges Visitors: Lunch \$5.00 Breakfast: \$3.00

August Adult & Visitor Meals:

Teachers: Lunch: 138 meals Breakfast 25 meals

Visitors: Lunch: 32 meals Breakfast 0 meals

How to figure revenue amount: $(138 \times \$4.70) = \$142.70 + (25 \times \$2.28) = \$57.00 + (32 \times \$5.00) = \160

❖ **Total Adult and Visitor Revenue for Attachment M is \$359.70**

This price will not change during the duration of the 5-year contract

THIS IS A FIXED-PRICE

- G. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the State Agency and USDA regarding each of the CNP covered by this contract.
- H. Per 7 CFR Part 210.9(b)(1), the SFA shall retain control of the CNP food service account and overall financial responsibility for the CNP. Maintain a nonprofit school food ~~service~~ and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in §210.14 and the limitations on any competitive school food service as set forth in §210.11.
- I. The SFA shall establish all selling prices, including price adjustment, for all reimbursable and nonreimbursable meals/milk and à la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Nonpricing programs need not establish a selling price for reimbursable meals/milk.) The PSMC must follow the SFAs unpaid meal charge policy.
- J. The PSMC shall operate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
- K. The PSMC shall comply with the rules, regulations, policies, and instructions of the State Agency and USDA and any additions or amendments thereto, including USDA Regulation 2 CFR 200; 318-326, and Appendix II to Part 200; 7 CFR 210, 220, 243, 250; 2 CFR 400, 2 CFR 416, 2 CFR 417, 2 CFR 418; 7 CFR Part 215 (SMP), if applicable; 7 CFR Part 225 (SFSP), if applicable; and 7 CFR Part 226 (CACFP), if applicable; and all food nutrition, services, instructions, policies, and guidance, if applicable.
- L. Revenues to the nonprofit school food service must be used solely to operate or improve the nonprofit school food service. Scholarships, or any other fund outside the nonprofit school food service account, are not necessarily nor reasonable food service expenses and, therefore, cannot be funded from the SFA nonprofit school food service account. PSMC contracts may not contain provisions or allow noncontractual practices that provide for payments that do not accrue to the nonprofit school food service account.
- M. Computation of Lunch Equivalency Rate and Lunch Equivalents
 - 1. Lunch Equivalency Rate: The rate is the sum of the total reimbursement received for each lunch meal served and claimed.

| Lunch Rate | |
|---|---|
| Current Year Federal Free Rate of Reimbursement for Meal Pattern Performance <i>(Includes additional \$.08 incentive)</i> | \$ |
| Current Year State Match Reimbursement Rate | \$ |
| Current Year State Program Reimbursement Rate (If Applicable) | \$ |
| Current Year Value of USDA Entitlement | \$ |
| Current Year Value of USDA Bonus Donated Foods (If Applicable) | \$ |
| Total Lunch Equivalent Rate | \$ |

- N. Payment Terms/Method: The PSMC shall invoice SFA at the end of each month for amounts due based on on-site records. The SFA shall make payment within business days of the invoice date.

Attachment M (Bottom)

3. Grand Total of Meal Equivalents:

| | | | | |
|---|---|---|---|-------------------------------------|
| <u>6374</u> | + | <u>134.510</u> | = | <u>6508.51</u> |
| Lunch Equivalents Based on Meal Counts (Item 1 Above) | | Lunch Equivalents Based on Extra Revenue (Item 2 Above) | | Grand Total of Lunch Equivalents |

| | | | | |
|---------------------|---|------------------|---|----------------------|
| <u>6508.51</u> | x | <u>2.65</u> | = | <u>17,247.55</u> |
| Lunch Equivalencies | | Bid Award Amount | | Total \$ Amount Owed |

4. Fresh Fruit/Vegetable Program Administrative Funds, if applicable:

$$\text{FFVP Reimbursement Claimed} \times \frac{\text{\% From Page}}{\text{\% From Page}} = \$ \frac{\text{Total Administrative Funds, if applicable}}{\text{Total Administrative Funds, if applicable}}$$

This amount must match the contract on page 4, if a new contract, or the amount on the renewal agreement. It may be more if you are allowing the FSMC to charge for an employee transition

FIXED-PRICE CONTRACT REQUEST FOR PROPOSAL

Competitive Proposal—the FSMC will be paid at a fixed rate per meal/lunch equivalent.

The fixed price must include all labor (including bonuses, if any) and expenses as shown below. They may not be charged back to the SFA in any other manner. *The proposed fixed price should not include, or net out, the value of commodities (USDA Foods)*

- a. Menu development specific to the operation
- b. Nutrition education materials and program expense
- c. Design services specific to the operation
- d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
- e. Personal representation, visitation, and coverage on a regular basis by a principle of FSMC
- f. All accounting
- g. All payroll costs and documentation
- h. Administrative dietetic, nutritional, sanitation, and personnel advice
- i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
- j. All training costs for FSMC employees
- k. All travel costs for training for FSMC employees
- l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials
- m. One-time performance bond
- n. Depreciation for major new marketing programs as negotiated and approved in writing by the superintendent in advance

To be completed by the FSMC:

A. *Fixed Price Per Meal/Lunch Equivalent: \$ _____

The fixed price per meal/lunch equivalent will be subject to an annual escalation/de-escalation provision, made at the time of contract renewal (if any), based on the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be equal to the CPI for all Urban Consumers, as of March of the current year (rounded down to the nearest cent). The only price increase allowed once contract is signed by both parties is the increase in the CPI.

* Because some of the provisions of the new meal pattern requirements do not go into effect until later, the FSMC needs to be aware of the new meal pattern implementation timeline. *Refer to the Appendix.*

**If NEW a
contract, the
price charged
will be listed
on page 4**



OKLAHOMA
Education

If a renewal
agreement,
the amount
charged will
be here

**AMENDMENT TO RENEW THE FOOD SERVICE MANAGEMENT COMPANY CONTRACT
RENEWAL FOR 2023-2024 SCHOOL YEAR**

District Name: _____ County/District Code: _____

Fixed-Price Per Meal/Lunch Equivalency (LE) rate for SY2023: \$ _____

This amendment is to renew the _____ (original year) food service management contract between
_____ (district) and _____ (FSMC) for renewal year 2023-2024.

The parties desire to amend the on _____ (date). The term of this contract shall be for one (1) year
beginning on July 1, 2023, and continuing until June 30th, 2024, unless terminated by either party.

The Fixed-Price per Meal/Lunch Equivalency rate for the 2023-2024 school year is \$ _____.

The rate listed above shall not go over the March CPI of 8.8% and will remain unchanged for the 2024 school year.
The FSMC will not and cannot change the rate before June 30, 2024, or directly bill the district. Any other changes to
the original contract or amendments to the contract will need to be sent to the State Agency on school letterhead. If
applicable, a transition plan will be sent to the State Agency each time the FSMC takes a new employee.

The price of the lunch equivalency rate on page 12 of the original contract and the labor rate cannot be increased



Charging the District

- **No matter the circumstance, the FSMC CANNOT CHANGE OUTSIDE OF THE PRICE OF THE CONTRACT or pay the FSMC than more what was agreed upon in the contract sent to OSDE**
- **All charges to the district must be on the Attachment M**
 - The only exclusion is if the district is on FFVP and buying the fruits & vegetables from the FSMC

FOOD SERVICE MANAGEMENT COMPANY MONTHLY LUNCHEQUIVALENCY WORKSHEET

ATTACHMENT M

Month/Year:

Once the contract has been awarded, this form is to be used by the food service management company (FSMC) to show the school district the calculations for determining the lunch equivalencies for each month. Submit Attachments M and M1 to the SFA with the monthly invoice.

- Actual Meal Counts: To make the meal count computation, include all Child Nutrition Programs that are a part of the contract (i.e., National School Lunch Program [NSLP] meals, School Breakfast Program [SBP] meals, After-School Snack Program [ASSP] meals, contract meals, Summer Food Service Program [SFSP] meals, Seamless Summer Program [SSP] meals, Child and Adult Care Food Program [CACFP] meals, if applicable). The number of lunches, breakfasts (2 breakfasts equal 1 lunch), and snacks (3 snacks equal 1 lunch) served to children shall be determined by actual count.

| Based on Days of Services | | | | | |
|--|---|-----------------------|---|--------------------|---|
| <i>Breakfast Meals</i> | | <i>Lunch Meals</i> | | <i>Snack Meals</i> | |
| Contract Breakfasts | <div style="border: 1px solid black; height: 1.2em;"></div> | Contract Lunches | <div style="border: 1px solid black; height: 1.2em;"></div> | Contract Snacks | <div style="border: 1px solid black; height: 1.2em;"></div> |
| SBP Breakfasts | <div style="border: 1px solid black; height: 1.2em;"></div> | NSLP Lunches | <div style="border: 1px solid black; height: 1.2em;"></div> | NSLP Snacks | <div style="border: 1px solid black; height: 1.2em;"></div> |
| SFSP Breakfasts | <div style="border: 1px solid black; height: 1.2em;"></div> | SFSP Lunches/Suppers | <div style="border: 1px solid black; height: 1.2em;"></div> | SFSP Snacks | <div style="border: 1px solid black; height: 1.2em;"></div> |
| SSP Breakfasts | <div style="border: 1px solid black; height: 1.2em;"></div> | SSP Lunches/Suppers | <div style="border: 1px solid black; height: 1.2em;"></div> | SSP Snacks | <div style="border: 1px solid black; height: 1.2em;"></div> |
| CACFP Breakfasts | <div style="border: 1px solid black; height: 1.2em;"></div> | CACFP Lunches/Suppers | <div style="border: 1px solid black; height: 1.2em;"></div> | CACFP Snacks | <div style="border: 1px solid black; height: 1.2em;"></div> |
| | <div style="border: 1px solid black; height: 1.2em;"></div> | | <div style="border: 1px solid black; height: 1.2em;"></div> | | <div style="border: 1px solid black; height: 1.2em;"></div> |
| | Total Breakfasts | | Total Lunches | | Total Snacks |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>(Total Breakfasts ÷ 2)</div> </div> <div style="text-align: center;">+</div> <div style="text-align: center;">(add)</div> <div style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>Total Lunches</div> </div> <div style="text-align: center;">+</div> <div style="text-align: center;">(add)</div> <div style="text-align: center;"> <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>(Total Snacks ÷ 3)</div> </div> <div style="text-align: center;">=</div> <div style="text-align: center;"> <div style="border: 1px solid black; width: 200px; height: 1.2em;"></div> <div>Lunch Equivalents Based on Meal Counts</div> </div> </div> | | | | | |

- Extra Revenue: Based on extra revenue received—extra CNP revenue shall include sales from adult meals, à la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions.

| Based on Days of Service | |
|--|--|
| Total Revenue From Adult Meals (If Applicable): | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |
| Total Revenue From À la Carte Sales (If Applicable): | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |
| Total Revenue From Catering/Special Event Meals (If Applicable): | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |
| Total Revenue From Concessions (If Applicable): | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |
| Total Revenue From Vending Machine Sales (If Applicable): | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |
| Total Extra CNP Revenue: | \$ <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> |

| | | | | | |
|---|---|----------|---|---|--|
| <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>\$</div> | ÷ | (divide) | <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>Lunch Rate (Section I, Item M.1—page 12)</div> | = | <div style="border: 1px solid black; width: 100px; height: 1.2em;"></div> <div>Lunch Equivalent Based on Extra Revenue</div> |
|---|---|----------|---|---|--|

Version 1: The
one in the RFP
and in Other
Documents

- Grand Total of Meal Equivalents:

Food Service Management Company Attachment M

| | | |
|---------------|-------------|------------------------|
| District Name | Month/Year: | Number Days of Service |
|---------------|-------------|------------------------|

| | | | | | |
|--|---|-------------------|---|-----------------------------|--|
| Did your school allow a Labor Transition Yes or No | | | | (If yes, fill out this box) | |
| | X | | = | \$0.0000 | |
| # of employees now being paid | | Rate per employee | | Total added to Bid Award | |

1. Actual Meal Counts: To make the meal count computation, include all Child Nutrition Programs that are a part of the contract (i.e., National School Lunch Programs [NSLP] School Breakfast Program [SBP], After School Snack Program [ASSP], contract meals, Summer Feeding [SFSP], Child and Adult Care Food Program [CACFP]). The number of lunches, breakfasts (2 breakfasts = 1 lunch), and snacks (1 lunch = 3 snacks) served to children shall be determined by actual count.

*The numbers listed in this section must match the edit check: *Adult meals DO NOT go in this section.*

| Breakfast Meals | | Lunch Meals | | Snack Meals | |
|---------------------|---|-----------------------|---|--|--------|
| Contract Breakfasts | | Contract Lunches | | Contract Snacks | |
| SBP Breakfasts | | NSLP Lunches | | NSLP Snacks | |
| SFSP Breakfasts | | SFSP Lunches/Suppers | | SFSP Snacks | |
| SSP Breakfasts | | SSP Lunches/Suppers | | SSP Snacks | |
| CACFP Breakfasts | | CACFP Lunches/Suppers | | CACFP Snacks | |
| 0 | | 0 | | 0 | |
| Total Breakfasts | | Total Lunches | | Total Snacks | |
| 0.00 | + | 0 | + | 0.00 | = 0.00 |
| Total Breakfast/2 | | Total Lunches | | Total Snacks/3 | |
| | | | | Lunch Equivalents Based on Meal counts | |

2. Extra Revenue: Based on extra revenue received - extra CNP revenue shall include sales from adult meals, a la carte sales to students and adults, and revenue from catering, vending machine sales, and concessions.

**The revenue from adult meals is the number of adults that ate times the meal rate amount listed on Schedule E. If the district is charging adults more than the amount on Sch E, the district should be using the amount they are charging adults*

| | |
|-------------------------------|--------------------------------|
| Total Revenue from Adult Meal | Total Revenue from Catering |
| Total Revenue from A la Carte | Total Revenue from Concessions |

Version 2:
In Other Documents includes labor and USDA Foods (Calculates)



Transition Plan

If an employee leaves, the FSMC *can* charge a price-per meal fee for each new employee the FSMC takes on **ONLY** if the SFA marks this in the RFP

The price agreed upon is added to the fixed-price per meal and is charged with all meals served

- ***Example:*** The agreed price is 10 cents per meal for each employee taken by FSMC
- If the new employee is hired at the elementary school, the price charged will be an additional 10 cents for ALL district meals that month, not just the elementary meals served

Transition Plan & Approval

During the 5-year contract, if the school and the FSMC agree to a transition plan:

- The FSMC transition form is required each ***MONTH*** the FSMC charges the district for an employee
- The FSMC Transition Labor form must be signed by both the school & FSMC each time changes occur
- If the Monthly Labor Transition form is not sent to OSDE and approved by the State Agency, **it is an unallowable charge to the district and cannot be paid to the FSMC**

Monthly Transition Form



OKLAHOMA
Education

CHILD NUTRITION PROGRAMS FSMC MONTHLY LABOR TRANSITION FORM

| | | | |
|--|---------------------|--------------------------------|----------|
| Name of District: | Green Public School | County/District Code: | 00/1001 |
| MONTH and Year the Employee(s) Left The District: | April-23 | | |
| Start Year of the original RFP: | 2021 | Date form sent to OSDE: | 5/2/2023 |

**This form must be sent to the State Department every MONTH a new employee goes with FSMC.*

| Name of Employee Who Left the District AND/OR Name of Employee Hired by the FSMC | Date Employee LEFT the District | Date NEW Employee Started with FSMC | FIXED- PRICED Rate charging for New Hire |
|---|---------------------------------------|---|--|
| Tammy Faye | 4/3/2023 | | |
| Jill Jackson | | 4/14/2023 | 0.1000 |
| | | | |
| Paula Post | 4/19/2023 | | |

Labor Transition Form

Labor Transition Form (Example)



Billing Issues

- Meals on Attachment M **MUST** match the Edit Check
- The Attachment M (minus USDA Foods/Commodities) and invoice **MUST** be the same amount
- The district can be charged a transition fee per employee **ONLY** if it was approved in the SFA's original RFP and with a Monthly Transition form submitted and approved by OSDE
- The district can only be billed by the price per meal and lunch equivalencies
- The price cannot change during the year
 - Price can **ONLY** be changed during renewal

Billing Issues (cont.)

- Everything the FSMC is billing the district for must be listed somewhere on the Attachment M
 - If it is not listed on the Attachment M, it cannot be billed to the district
- *Only State Agency approved Attachment M can be used*
- **If you feel your district is not being charged correctly, please contact our office at 405-521-3327 or email us. We will be happy look at your billing information**

Slide Added AFTER Due to Questions

- The district can only receive **ONE** Attachment M per month
- The FSMC can use any of the following Attachment Ms
 - Attachment M (Labor & Commodities on 1pg.)
 - Attachment M w USDA Foods & Labor (Updated) This is 2 pgs.
 - Attachment M from the RFP
 - Attachment M (INTERACTIVE)
- The FSMC can use the original Attachment M even if they have labor. The rate is the rate in the contract or renewal and the rate from the Monthly Labor Transition form on file.

QUESTIONS?

Contact our Office
for any Questions

405-521-3327



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