

SITE NAME
PHYSICAL ADDRESS/MAILING ADDRESS
CITY, STATE, ZIP
PHONE NUMBER

*Summer Food Service Program
Site-Sponsor Agreement*

THIS AGREEMENT is made by and between [**THE SPONSOR NAME**], herein called "Sponsor" and [**THE SITE NAME**], herein called "Site."

WITNESSETH:

WHEREAS, the Sponsor is sponsoring the United States Department of Agriculture Summer Food Service Program to provide meals for children during summer months under the Summer Food Service Program; and

WHEREAS, the Site is willing to organize a supervised system for serving specific meals to children at [**THE SITE ADDRESS**].

NOW THEREFORE, it is mutually agreed as follows:

In consideration of Sponsor's agreement to provide food service to the Site in accordance with regulations promulgated by the Department of Agriculture's Summer Food Service Program, the Site agrees to provide food service to participating children at and only at the location identified above; PROVIDED that the site may provide the food service at temporary location (known as a field trip) when a 48-hour advance notice of the field trip is given to and approved by the Sponsor.

1. The site agrees that it will:
 - A. Ensure that the Site Supervisor attend trainings and meetings as required by the Sponsor.
 - B. Allow program visits, which may include reviewing paperwork, by staff from the Sponsor, Superintendent of Public Instruction, USDA, program audit staff and any other authorized visitors.
 - C. Display required USDA provided posters or banners in a way that is visible to all sighted children and inform non-sighted children of their existence.
 - D. Comply with local health and sanitation requirements in order to reduce the risk of food borne illnesses. Arrange for the disposal of debris and excess food. The Sponsor reserves the right to terminate or refuse meal service to any Site which, in the opinion of the Sponsor, does not meet acceptable standards for cleanliness.
 - E. Arrange for an appropriate food service location. If meals are to be served out-of-doors, the site shall arrange for a sheltered area for use in case of inclement weather. The number of meals delivered to the Site will be limited to that number for which adequate sheltered meal service can be provided within the hour time limit as note below.
 - F. Maintain direct operational control over staff and will exercise management control over Summer Food Service Program operations as specified in this agreement.
 - G. Follow guidelines provided regarding income eligibility (closed sites, Upward Bound sites, and camps only).
 - H. Provide a regularly scheduled food service for children.
 - I. Request approval for changes to meal service times and/or field trips 48 hours in advance.

- J. Organize an orderly and supervised system for serving meals to children.
- K. Ensure that all meals are eaten under supervision at the Site. There is to be adequate supervisory staff to ensure that meals are not taken away from the designated meal-eating area.
- L. Assure that meals served to children under three years of age are modified to prevent choking hazards.
- M. Ensure that the length of meal service is adequate for children to consume the meal.
- N. Establish a standard daily meal service schedule and inform the local community by posting a notice of inclusive operating dates, days of service, and service times.
- O. Count meals received immediately upon delivery and acknowledge, in writing, the number of complete, undamaged meals received. If there is a difference in the delivery ticket and the meal counts, the Site Supervisor is to contact the Sponsor contact immediately for guidance.
- P. Be responsible for meals signed for by Site personnel and which come into Site's possession. The Site will fully and promptly reimburse the Sponsor for any losses incurred or penalties assessed by the Sponsor which are the result of violations by the Site of regulations issued by the United States Department of Agriculture for the Summer Food Service Program. This includes wasted food due to over ordering and lack of meal count adjustments. If at the end of the program, wasted food at the Site should exceed 10% of all meals ordered during the course of the program, the Site will be held responsible for reimbursement to the Sponsor for the amount incurred.
- Q. Serve each meal as a complete unit, including milk, without separating the items, unless approved by the Sponsor to do something else, in writing.
- R. Serve meals to children 18 years of age and under only, without discriminating against any child due to race, color, national origin, age, religion, sex, or consideration of handicap.
- S. Serve only one complete meal per child. If consecutive meal distributions are planned within one scheduled meal service, the Site is responsible for ensuring that each child receives only one complete meal. The serving of additional complete meals to a child is referred to as a "second Meal": it must be a complete meal. Second meals are to be limited to a few unavoidable extra complete meals which may be the result of fluctuations in participation. Second meals may only be served during the last 10 minutes of meal service to ensure that all children receive a first meal.
- T. Count and properly record the number of meals served to eligible children, at the point of service to each child. **Each meal is counted at point of service using slash marks on the daily meal count form, unless an alternate method has been approved in writing by the Sponsor.** Maintain daily meal counts on the form provided by the Sponsor and submit weekly to the Sponsor. Completed daily meal count forms will be reviewed and collected by the Sponsor's representative no later than **[NAME A DAY OF THE WEEK]** weekly for the following week. The daily meal count form must indicate the number of complete meals received, the number of first and second complete meals served to children, the number of complete meals served to program adults, the number of complete meals sold to non-program adults, the number of damaged meals, the number of complete meals served and then disallowed, and the number of complete meals saved for the next day's service. The site will also maintain the daily milk log on the daily meal count form.
- U. Inform the Sponsor of **daily adjustments** in the number of meals requested. [INDICATE HOW THE SITE WILL PROVIDE THIS INFORMATION TO THE SPONSOR]. The Site shall order only the number of meals needed and shall make adjustments to this order daily as fluctuations occur in number of children attending.

Adjustments are to be made by 10:30 a.m. for breakfasts to be delivered for meal service the following day and 1:00 p.m. for lunch to be served the following day.

- V. Be responsible for suitable meal storage so as to maintain attractiveness, prevent spoilage of food, and ensure food safety in the Site's possession (provide sufficient blue ice, or refrigeration to keep food fresh and wholesome, and maintain temperature logs).
- W. Be responsible for returning, in good condition, all supplies and equipment provided by the Sponsor, within two business days from the last day of meal service. **Sites will be billed for the replacement cost of any supply or equipment not returned.**

2. Indicate the following:

The first date of meal service will be _____.

The last date of meal service will be _____.

3. Indicate the combination of meal service (only one combination may be served each day):

- | | |
|--|---|
| <input type="checkbox"/> Breakfast | <input type="checkbox"/> Breakfast and snack |
| <input type="checkbox"/> Breakfast and lunch | <input type="checkbox"/> Breakfast and supper |
| <input type="checkbox"/> Lunch | <input type="checkbox"/> Lunch and snack |
| <input type="checkbox"/> Two snacks | <input type="checkbox"/> Supper |

4. Indicate the meal service times and circle the days the meals will be offered:

- Breakfast service time begins at _____ and ends at _____, to be served on M/T/W/Th/F/Sa/Su.
- Lunch service time begins at _____ and ends at _____, to be served on M/T/W/Th/F/Sa/Su.
- AM Snack service time begins at _____ and ends at _____, to be served on M/T/W/Th/F/Sa/Su.
- PM Snack service time begins at _____ and ends at _____, to be served on M/T/W/Th/F/Sa/Su.
- Supper service time begins at _____ and ends at _____, to be served on M/T/W/Th/F/Sa/Su.

5. This Agreement may be immediately terminated by the Sponsor if federal funds necessary to support the Summer Food Service Program are not available, if Sponsor's food vendor defaults in performance of its responsibilities, or if Site fails, neglects, or refuses to perform any material term or condition of this Agreement following notice to the Site, at any time. Prompt notice of termination will be given by the Sponsor to the Site, to be followed by notice in writing. This Site may withdraw from the Summer Food Service Program by providing at least 24-hour-advance written notice of the intent to do so to the Sponsor. The Sponsor may modify the Agreement.

6. By acceptance of the Agreement, the Site agrees to at all times protect and save harmless the Sponsor from all claims, action, suits, liability, losses, costs, expenses or damages of any kind or description which may accrue to or be suffered by any person or persons or property, and to appear and defend at its own cost and expense any

action or suit instituted against the Sponsor for damages by reason of anything that has been done or neglected to be done by the Site's staff, its successors or assignees, by virtue of this Agreement, and in case judgment be rendered against the Sponsor in any such suit or action, the Site shall fully satisfy such judgment within 90 days after such action or suit shall have been fully determined, if determined adversely against the Sponsor.

SIGN IN BLUE INK, **NOT** PENCIL

DATED THIS _____ DAY OF _____, 20__

SITE REPRESENTATIVE*

SPONSOR, NAME

Signature

Signature

Printed Name

Printed Name

Title

Title

AUTHORIZED SITE REPRESENTATIVE(S) **

1. _____
Printed Name Title Phone

2. _____
Printed Name Title Phone

* Site Representative must be the person who has the formal authority to sign any legal document, such as this Agreement. The Site Representative will be held responsible for fully and promptly reimbursing the Sponsor for any losses incurred or penalties assessed by the Sponsor if the Site which appears on this Agreement does not reimburse the Sponsor for any losses incurred or penalties assessed by the Sponsor as stated in item 1. W.

** Authorized Representative(s) must be the person(s) who will be signing any forms which deal with the serving of meals for the summer and supervising the meal service.