

**AGREEMENT TO FURNISH FOOD SERVICE
FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM
(SPONSOR/SCHOOL)**

THIS AGREEMENT is made and entered into between school food authority (SFA) _____
and (sponsor)_____

WHEREAS the (SFA)_____ agrees to supply:

unitized meals and/or

meal components in bulk. The SFA agrees to provide serving directions and appropriate sized serving utensils to meet the required portion size for each component per meal service for the quantity of meals agreed upon for delivery.

It is further agreed that (SFA)_____, will deliver meals inclusive or exclusive (circle one) of milk and juice to(sponsor)_____ with and for the prices herein listed:

Breakfast.....\$_____ each Lunches.....\$_____ each
Snacks.....\$_____ each Supper.....\$_____ each

It is further agreed that (SFA)_____, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement will assure that: said meals meet the minimum meal pattern requirements as to components and portion sizes, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type.

To ensure that health and sanitation requirements are met at all times in the preparation and delivery of the summer meals, (SFA) _____ will submit to (sponsor) _____ with this signed agreement a copy of the (SFA's) _____'s quality control assurance plan that provides complete details on the quality assurance procedures for meal preparation, packaging of food items, transportation and delivery schedules, and food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner. The production/handling procedures for food (meal) assembly shall identify specific measures designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods. Food product temperature monitoring procedures shall provide a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage and shipment of meals. Once the program is in operation, (SFA) _____ is responsible for submitting a copy of the records used for monitoring and recording food temperature during handling, production, storage, and delivery of the meals to (sponsor) _____. (SFA) _____ is also responsible for submitting samples of weights taken during program operations.

All records must be reported to the (sponsor) _____ promptly at the end of each month. (SFA) _____ agrees also to retain records required under the preceding clauses for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

In the event that the (SFA) _____ is receiving Federal assistance under the National School Lunch, Breakfast Program, Special Milk Program, or is receiving donated commodities for use in its (name of program) _____ under this Agreement, all revenues shall be deposited into its nonprofit food service account and all expenditures made by the SFA in connection with this Agreement shall be paid from such account.

This Agreement shall be effective as of (date) _____. It may be terminated by notice in writing given by either party hereto to the other, at least _____ days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

_____	_____		
SFA (Officer of the Board of Education)	Sponsor (Member of Executive Board, Mayor, etc.)		
_____	_____		
Title	Date	Title	Date

Location of food preparation centers(s): _____
