

OKLAHOMA STATE DEPARTMENT OF EDUCATION

CHILD NUTRITION PROGRAMS (CNP)

PERMANENT AGREEMENT 7 CFR 225.6(i)

SUMMER FOOD SERVICE PROGRAM (SFSP)

In order to effect the purpose of Section 13 of the National School Lunch Act (42 U.S.C. 1761), as amended, and the regulations governing the Summer Food Service Program for Children issued under 7 CFR Part 225, referred to as the *Program*, the State Department of Education, hereinafter referred to as the *State Agency*, and the sponsor whose name and address appear at the end of this Agreement, covenant and agree as follows:

THE STATE AGENCY AGREES THAT IT SHALL:

1. Reimburse the sponsor in connection with meals served under the Program to children at site(s) for which Site Information Sheet(s) have been submitted and approved by the State Agency.
 - a. During the period covered by this Agreement, the amount of reimbursement for meals served shall not exceed an amount equal to the number of meals, by type, served to eligible children multiplied by the applicable rates of reimbursement.
2. Provide advance payments to the sponsor to assist in meeting program costs. Procedures for advance payments will be in accordance with Section 225.9(c) of the Program regulations.

THE SPONSOR AGREES THAT IT SHALL:

1. Operate a nonprofit food service during the period specified, as follows:
 - a. From May through September for children on school vacation.
 - b. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause.
2. For school food authorities, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children. 7 CFR 225.6(i)(2).
For all other sponsors, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children. 7 CFR 225.6(i)(3).
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program.

4. Issue a free meal policy statement in accordance with Section 225.6(c) of Program regulations.
5. Meet the training requirements for its administrative and site personnel as required under Section 225.15(d)(1) of Program regulations.
6. Claim reimbursement only for the type of meals specified in this agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type of meals specified in the agreement and served without charge to children who meet the Program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency.
7. Submit claims for reimbursement in accordance with procedures established by the State Agency and those stated in Section 225.9 of Program regulations.
8. In the storage, preparation, and service of food, maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
9. Accept and use, in quantities that may be efficiently utilized in the Program, such food that may be offered as a donation by the United States Department of Agriculture (USDA).
10. Have access to facilities necessary for storing, preparing, and serving food.
11. Maintain a financial management system as prescribed by the State Agency.
12. Maintain on file documentation of site visits and reviews in accordance with Section 225.15(d)(2) and (3).
13. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and location. These records shall be retained for a period of three years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.
14. Maintain children on-site while meals are consumed.
15. Retain final financial and administrative responsibility of its Program.
16. Provide audits as outlined in Section 225.10 of Program regulations and in accordance with 2 CFR 200.501. Any sponsor who expends more than \$1,000,000 in total federal funds in the prior fiscal year will be asked to submit a Program-specific audit. If a sponsor fails to submit an organization-wide audit to the State Agency, their claim for reimbursement will not be processed.

THE STATE AGENCY AND SPONSOR MUTUALLY AGREE THAT:

1. Summer Food Service Program sites may be deleted or added to this application as the need arises **PROVIDED**, however, that no site may be added until the State Agency issues written notice of approval.
2. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its benefit.
3. The terms used in this Agreement have the same meaning as set forth in Section 225.2 of Program regulations.
4. The Healthy, Hunger-Free Kids Act of 2010 requires that the agreement between the State agency and SFSP sponsor be permanent. This means that once the State agency and SFSP sponsor enter into an agreement, it does not need to be renewed. SFSP sponsors now operating under a permanent agreement must submit an annual budget for administrative costs that must be approved by the State agency.

It is important to understand that describing the agreement as “permanent” means only that the agreement has no predetermined expiration date. Under certain circumstances, these agreements may be amended or cancelled, and this feature of the agreement does not create contractual obligations beyond those described in the SFSP regulations.

RECORD-KEEPING REQUIREMENTS

The sponsor must keep full and accurate records respecting its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. Records must include the following:

1. Records that document eligibility for the Summer Food Service Program
2. Records that support the number of meals served to children
3. Records that support food service costs
4. Records that support administrative costs
5. Records to support funds accruing to the Program
6. Other records include: agreement with schools to furnish meals; contract with a food service management company; bid procedures used; records and inventories of USDA donated foods; monitor’s reports of site visits and reviews; records of training conducted; menu records; receipts, invoices, and bills for all rented or purchased items and services; bank statements and deposit slips; accounting ledgers; and sanitation and health reports.

Additionally, records that document eligibility for the SFSP such as the application to participate in the SFSP and the signed agreement with the State agency must be maintained.

NONDISCRIMINATION
(FNS-113)

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and Food and Nutrition Service (FNS) directives or regulations issued pursuant to that Act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received federal financial assistance from the United State Department of Agriculture; and hereby gives assurance that it will immediately take any measures necessary to fulfill this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds, reimbursable expenditures, grants, or donations of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the Program applicant by USDA. This includes any federal agreement, arrangement, or other contract that has one of its purposes the provision of cash assistance for the purpose of food and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of Program operation to review such records, books, and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the USDA.

I certify that the site(s) has been visited and the information is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. The person or persons whose signature appear below are authorized to sign this assurance on the behalf of the Program applicant.

The authorized representative, whose signature appears on the Certificate of Authority/Authorized User Form, certifies that all completed information is true and correct to the best of his or her knowledge. This person signs or electronically submits and accepts final responsibility for the monthly claim for reimbursement and receives all correspondence from the State Agency.