

# AGREEMENT TO FURNISH FOOD SERVICE

INSTRUCTIONS: This agreement should be used when contracting for food service between SFAs or outside entities that are not food service management companies (FSMCs).

The \_\_\_\_\_(Recipient) and the \_\_\_\_\_(Preparer) enter into this agreement to prepare meals.

***The site preparing the meals agrees to:***

1. Furnish meals as ordered during the period of \_\_\_\_\_(Beginning Date) to \_\_\_\_\_(Ending Date). Meals shall be prepared/served \_\_\_\_\_day(s) a week.
2. Provide meals that meet or exceed United States Department of Agriculture (USDA) requirements as set forth in program regulations.
3. Prepare meals in accordance with Oklahoma State Department of Health guidelines.
4. Provide the following meals to the receiving site.  

_____ Breakfast	_____ a.m.
_____ Lunch	_____ a.m./p.m.
_____ Snack	_____ a.m./p.m.
5. Furnish meals in the following manner:  

_____ Meals will be served at receiving site.
_____ Meals will be available for pick up.
_____ Meals will be delivered to the receiving site.
_____ Food will be portioned in bulk containers.
_____ Site preparing the food will provide portioning utensils.
_____ Site preparing the food will not provide portioning utensils.
_____ Food will be portioned in individual serving containers.
6. Provide a food production record (Contract Meal Service Delivery Receipt) for the Recipient that documents each meal service, including the following information: complete menu and food items, quantities delivered, number of meals ordered/delivered, crediting information (Child Nutrition [CN] label and/or product formulation statement and/or recipe information, when applicable), and a signature indicating delivery of meals. The Preparer will also retain a copy of these food production records and make additional supporting documents available upon request (copy of CN label and/or product formulation statement or recipe information, when applicable). ***The Preparer is obligated to relay daily the correct portion size required for each bulk item (if applicable) along with the quantity of each bulk item that is delivered to the Recipient.***
7. Provide meals to the receiving site based on the number of meals ordered, with adjustments made as needed.
8. Do not claim reimbursement for all or part of the meals provided to the receiving site under any other program administered by the SDE.
9. Charge/invoice the receiving site, itemizing the number of child/adult meals provided and the total amount owed for each month that meals are provided.

***The site receiving the meals agrees to (Recipient):***

1. Inform the preparing site of the number of meals needed by the receiving site for each meal service. The preparation site will be notified of any adjustments in meals ordered within the predetermined time frame of \_\_\_\_\_.
2. Notify the preparing site of any children who may require special dietary considerations to fulfill their nutritional needs.
3. Pick up or accept meals for each meal service prepared within contractual requirements for the receiving site.
4. Serve meals to children/adults in accordance with Oklahoma State Department of Health guidelines.

**5. Reimburse the preparing site for meals at the following rates:**

- \$ \_\_\_\_\_ For each child's breakfast
- \$ \_\_\_\_\_ For each child's lunch
- \$ \_\_\_\_\_ For each child's snacks
- \$ \_\_\_\_\_ For each adult's breakfast
- \$ \_\_\_\_\_ For each adult's lunch
- \$ \_\_\_\_\_ For each adult's snacks

***For SFAs ONLY: Meal prices must be, at a MINIMUM:***

6. Lunch charge equals free reimbursement rate for lunch plus additional incentive payment plus the value of USDA Foods. See Schedule B in CARS system.
7. Breakfast charge equals free reimbursement rate for regular breakfast.
8. Snack charge equals free reimbursement rate for snack.

***I agree with all provisions of this contract.***

\_\_\_\_\_  
(Signature of Preparing Site)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Receiving Site)

\_\_\_\_\_  
(Date)

# SUSPENSION AND DEBARMENT CERTIFICATION

## Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, Title 2 CFR, §180, as adopted and modified by USDA regulation at 2 CFR §417, Responsibilities of Participants Regarding Transactions.

**Before completing certification, read instructions on reverse.**

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

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Date

# INSTRUCTIONS FOR SUSPENSION AND DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/ or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower-tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person for which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered trans- action be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered trans- action, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a product's person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered trans- action knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# CHILD MEAL PATTERN

<b>Breakfast</b> (Select all three components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (At-Risk After-School Programs and Emergency Shelters)
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Vegetables, Fruits, or Portions of Both<sup>4</sup></b>	1/4 cup	1/2 cup	1/2 cup	1/2 cup
<b>Grains (oz eq)<sup>5, 6, 7</sup></b>				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched, or fortified, cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8, 9</sup>				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- <sup>1</sup> Must serve all three components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- <sup>2</sup> Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- <sup>3</sup> Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- <sup>4</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>5</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- <sup>6</sup> Meat and Meat Alternates may be used to meet the entire Grains requirement a maximum of three times a week. One ounce of Meat and Meat Alternates is equal to one ounce equivalent (oz eq) of Grains.
- <sup>7</sup> Beginning October 1, 2021, ounce equivalents are used to determine the quantity of creditable grains.
- <sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- <sup>9</sup> The minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. The minimum serving size for any type of ready-to-eat breakfast cereal is 1/4 cup for children aged 1-2; 1/3 cup for children aged 3-5; and 3/4 cup for children aged 6-12.

# CHILD MEAL PATTERN

<b>Lunch and Supper</b> (Select all five components for a reimbursable meal)				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (At-Risk After-School Programs and Emergency Shelters)
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/Meat Alternates</b>				
Lean meat, poultry, or fish	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Tofu, soy product, or alternate protein products <sup>4</sup>	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Cheese	1 ounce	1 1/2 ounces	2 ounces	2 ounces
Large egg	1/2	3/4	1	1
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup
Peanut butter or soy nut butter or other nut or seed butters	2 Tbsp	3 Tbsp	4 Tbsp	4 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened <sup>5</sup>	4 ounces or 1/2 cup	6 ounces or 3/4 cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in Program guidance, or an equivalent quantity of any combination of the above Meat/Meat Alternates (1 oz of nuts/seeds = 1 oz of cooked, lean meat, poultry, or fish)	1/2 ounce = 50%	3/4 ounce = 50%	1 ounce = 50%	1 ounce = 50%
<b>Vegetables<sup>6</sup></b>	1/8 cup	1/4 cup	1/2 cup	1/2 cup
<b>Fruits<sup>6, 7</sup></b>	1/8 cup	1/4 cup	1/4 cup	1/4 cup
<b>Grains (oz eq)<sup>8, 9</sup></b>				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup

- <sup>1</sup> Must serve all five components for a reimbursable meal. Offer versus Serve (OvS) is an option for At-Risk After-School participants.
- <sup>2</sup> Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- <sup>3</sup> Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- <sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.
- <sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.
- <sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- <sup>9</sup> Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- <sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

# CHILD MEAL PATTERN

<b>Snack</b>				
<b>(Select two of the five components for a reimbursable snack)</b>				
Food Components and Food Items <sup>1</sup>	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 <sup>2</sup> (At-Risk After-School Programs and Emergency Shelters)
<b>Fluid Milk<sup>3</sup></b>	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
<b>Meat/Meat Alternates</b>				
Lean meat, poultry, or fish	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products <sup>4</sup>	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Cheese	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Large egg	1/2	1/2	1/2	1/2
Cooked dry beans or peas	1/8 cup	1/8 cup	1/4 cup	1/4 cup
Peanut butter or soy nut butter or other nut or seed butters	1 Tbsp	1 Tbsp	1 Tbsp	2 Tbsp
Yogurt, plain or flavored, unsweetened or sweetened <sup>5</sup>	2 ounces or 1/4 cup	2 ounces or 1/4 cup	4 ounces or 1/2 cup	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1/2 ounce	1/2 ounce	1 ounce	1 ounce
<b>Vegetables<sup>6</sup></b>	1/2 cup	1/2 cup	3/4 cup	3/4 cup
<b>Fruits<sup>6</sup></b>	1/2 cup	1/2 cup	3/4 cup	3/4 cup
<b>Grains (oz eq)<sup>7, 8</sup></b>				
Whole grain-rich or enriched bread	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq
Whole grain-rich, enriched or fortified cooked breakfast cereal <sup>9</sup> , cereal grain, and/or pasta	1/4 cup	1/4 cup	1/2 cup	1/2 cup
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) <sup>9, 10</sup>				
Flakes or rounds	1/2 cup	1/2 cup	1 cup	1 cup
Puffed cereal	3/4 cup	3/4 cup	1 1/4 cups	1 1/4 cups
Granola	1/8 cup	1/8 cup	1/4 cup	1/4 cup

- <sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- <sup>2</sup> Larger portion sizes than specified may need to be served to children aged 13 through 18 to meet their nutritional needs.
- <sup>3</sup> Must be unflavored whole milk for children aged one. Must be unflavored lowfat (1 percent) or unflavored fat-free (skim) milk for children aged two through five. Must be unflavored lowfat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children aged six and older.
- <sup>4</sup> Alternate protein products must meet the requirements in Appendix A to Part 226.
- <sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>7</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the Grains requirement.
- <sup>8</sup> Beginning October 1, 2021, ounce equivalents are used to determine the quantity of the creditable grain.
- <sup>9</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).
- <sup>10</sup> Beginning October 1, 2021, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served.

# ADULT MEAL PATTERN

<b>Breakfast</b>	
<b>Food Components and Food Items<sup>1</sup></b>	<b>Minimum Quantities</b>
<b>Fluid Milk<sup>2</sup></b>	8 fluid ounces
<b>Vegetables, fruits, or portions of both<sup>3</sup></b>	1/2 cup
<b>Grains (oz eq)<sup>4,5,6</sup></b>	
Whole grain-rich or enriched bread	2 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal <sup>7</sup> , cereal grain, and/or pasta	1 cup cooked
Whole grain-rich, enriched, or fortified ready-to-eat breakfast cereal (dry, cold) <sup>7,8</sup>	
Flakes or rounds	2 cups
Puffed cereal	2 1/2 cups
Granola	1/2 cup

- <sup>1</sup> Must serve three components for a reimbursable meal. Offer versus Serve (OvS) is an option for adult participants.
- <sup>2</sup> Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim). Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.
- <sup>3</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>4</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.
- <sup>5</sup> Meat and meat requirements may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.
- <sup>6</sup> Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.
- <sup>7</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).



# ADULT MEAL PATTERN

<b>Lunch/Supper</b>	
<b>Food Components and Food Items<sup>1</sup></b>	<b>Minimum Quantities</b>
<b>Fluid Milk<sup>2,3</sup></b>	8 fluid ounces
<b>Meat/Meat Alternates</b>	
Lean meat, poultry, or fish	2 ounces
Tofu, soy product, or alternate protein product <sup>4</sup>	2 ounces
Cheese	2 ounces
Large egg	1
Cooked dry beans or peas	1/2 cup
Peanut butter or soy nut butter or another nut or seed butter	4 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened <sup>5</sup>	8 ounces or 1 cup
The following may be used to meet no more than 50 percent of the requirement: Peanuts, soy nuts, tree nuts, or seeds as listed in Program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounce of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	1 ounce = 50 percent
<b>Vegetables<sup>6</sup></b>	1/2 cup
<b>Fruits<sup>6,7</sup></b>	1/2 cup
<b>Grains (oz eq)<sup>8,9</sup></b>	
Whole grain-rich or enriched bread	2 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	2 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal <sup>10</sup> , cereal grain, and/or pasta	1 cup cooked

<sup>1</sup> Must serve all five components for a reimbursable meal if not doing Offer versus Serve (OvS) .

<sup>2</sup> Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim). Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.

<sup>3</sup> A serving of fluid milk is optional for suppers served to adult participants.

<sup>4</sup> Alternate protein products must meet the requirements.

<sup>5</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

<sup>6</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

<sup>7</sup> A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be used.

<sup>8</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.

<sup>9</sup> Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains.

<sup>10</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).

## ADULT MEAL PATTERN

<b>Snack</b>	
(Select two of the five components for a reimbursable meal)	
Food Components and Food Items <sup>1</sup>	Minimum Quantities
<b>Fluid Milk<sup>2</sup></b>	8 fluid ounces
<b>Meat/Meat Alternates</b>	
Lean meat, poultry, or fish	1 ounce
Tofu, soy product, or alternate protein product <sup>3</sup>	1 ounce
Cheese	1 ounce
Large egg	1/2
Cooked dry beans or peas	1/4 cup
Peanut butter or soy nut butter or another nut or seed butter	2 Tbsp
Yogurt, plain or flavored, sweetened or unsweetened <sup>4</sup>	4 ounces or 1/2 cup
Peanuts, soy nuts, tree nuts, or seeds	1 ounce
<b>Vegetables<sup>5</sup></b>	1/2 cup
<b>Fruits<sup>5</sup></b>	1/2 cup
<b>Grains (oz eq)<sup>6,7</sup></b>	
Whole grain-rich or enriched bread	1 oz eq
Whole grain-rich or enriched bread product such as biscuit, roll, or muffin	1 oz eq
Whole grain-rich, enriched, or fortified cooked breakfast cereal <sup>8</sup> , cereal grain, and/or pasta	1/2 cup cooked
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) <sup>8,9</sup>	
Flakes or rounds	1 cup
Puffed cereal	1 1/4 cups
Granola	1/4 cup

- <sup>1</sup> Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.
- <sup>2</sup> Must be unflavored lowfat (1 percent), unflavored fat-free (skim), flavored fat-free (skim). Six ounces (weight) or 3/4 cup (volume) of yogurt may be used to meet the equivalent of 8 ounces of fluid milk once per day when yogurt is not served as a meat alternate in the same meal.
- <sup>3</sup> Alternate protein products must meet the requirements.
- <sup>4</sup> Yogurt must contain no more than 23 grams of total sugars per 6 ounces.
- <sup>5</sup> Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
- <sup>6</sup> At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count toward meeting the grains requirement.
- <sup>7</sup> Beginning October 1, 2021, ounce equivalents (oz eq) are used to determine the quantity of creditable grains. Grain-based desserts do not count toward meeting the grains requirement.
- <sup>8</sup> Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams of sucrose and other sugars per 100 grams of dry cereal).
- <sup>9</sup> Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is 1 1/2 cups for adults.

Schedule F

**LOBBYING CERTIFICATION**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts, Exceeding \$100,000 in federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

The undersigned certifies to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name/Address of Organization

\_\_\_\_\_  
Name/Title of Submitting Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Schedule G

STANDARD FORM-LLL

### DISCLOSURE OF LOBBYING ACTIVITIES APPROVED BY OMB

**COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT  
TO 31 U.S.C. 1352  
(SEE REVERSE FOR PUBLIC DISCLOSURE)**

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. Contract</p> <p><input type="checkbox"/> b. Grant</p> <p><input type="checkbox"/> c. Cooperative Agreement</p> <p><input type="checkbox"/> d. Loan</p> <p><input type="checkbox"/> e. Loan Guarantee</p> <p><input type="checkbox"/> f. Loan Insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. Bid/Offer/Application</p> <p><input type="checkbox"/> b. Initial Award</p> <p><input type="checkbox"/> c. Postaward</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. Initial Filing</p> <p><input type="checkbox"/> b. Material Change</p> <p><b>For Material Change Only:</b> Year _____ Quarter _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known: _____</p>
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number:</b> <i>(if known)</i></p>	<p><b>9. Award Amount:</b> <i>(if known)</i></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity:</b> <i>(if individual, last name, first name, MI)</i></p>	<p><b>b. Individual Performing Services:</b> <i>(including address if different from No. 10a) (last name, first name, MI)</i></p>	
<p><b>11. Amount of Payment:</b> <i>(check all that apply)</i></p> <p>\$ _____</p> <p>Actual <input type="checkbox"/>                      Planned <input type="checkbox"/></p>	<p><b>13. Type of Payment:</b> <i>(check all that apply)</i></p> <p><input type="checkbox"/> a. Retainer</p> <p><input type="checkbox"/> b. One-Time Fee</p> <p><input type="checkbox"/> c. Commission</p> <p><input type="checkbox"/> d. Contingency Fee</p> <p><input type="checkbox"/> e. Deferred</p> <p><input type="checkbox"/> f. Other: <i>(specify)</i> _____</p>	
<p><b>12. Form of Payment:</b> <i>(check all that apply)</i></p> <p>a. Cash                      Nature _____</p> <p>b. In-kind (specify)                      Value _____</p>		
<p><b>14. Brief Description</b> of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contracted for payment indicated in Item 11:</p> <p style="text-align: center; font-size: small;">(Attach Continuation Sheets if necessary)</p>		
<p><b>15. Continuation Sheets Attached:</b>                      Yes <input type="checkbox"/>                      NO <input type="checkbox"/></p>		
<p><b>16.</b> Information requested through this form is authorized by Title 31 U.S.C. §1352. This disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. §1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone Number: _____</p> <p>Date: _____</p>	
<p>Federal Use Only: _____                      Authorized for Local Reproduction</p>		

## INSTRUCTIONS FOR COMPLETION SF LLL OF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action or a material change to a previous filing, pursuant to Title 31 U.S.C. §1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use a Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget (OMB) for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to, subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks *Subawardee*, then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example: Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1; e.g., Request for Proposal (RFP) number; Request for proposal (RFP) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency. Include prefixes; e.g., *RFP-DE-90-001*.
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or Item 5.
10.
  - a. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
  - b. Enter the full name of the individual performing services, and include full address if different from 10a. Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate item. Check all items that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If *Other*, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the dates of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the **federal officials or employees contacted** or the officers, employees, or Members of Congress that were contacted.
15. Check whether Continuation Sheets are attached.
16. The certifying official shall sign and date the form, print his or her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



## Civil Rights Assurance

“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), DOJ (28) CFR Parts 42 and 50) and 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 ground 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 USDA; 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, grant, or donation 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 that 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 as one of its purposes the provision of cash assistance for the purchase 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 the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, 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 USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”