



**Office of the State Superintendent of Education  
Sponsor Permanent Agreement  
D.C. Summer Food Service Program  
Fiscal Year 2014**

In order to effectuate the purpose of Section 13 of the National School Lunch Act (42 (U.S.C.1751) and Child Nutrition Act, as amended, and the regulations governing the Summer Food Service Program (SFSP) issues there under, the Office of the State Superintendent of Education, hereinafter referred to as the “State Agency,” or “SA” and the

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(Full Legal Name of Agency)

Whose address is \_\_\_\_\_  
(Street and Number and P.O. Box) (City) (State) (Zip Code)

referred to as the “Sponsor” and each site approved to participate under its jurisdiction shall agree as follows:

**THE STATE AGENCY AGREES THAT:**

1. To the extent of federal funds available, it will reimburse the Sponsor in connection with meals served to eligible children at sites listed in the Application for the Summer Food Service Program (SFSP) also known as the Free Summer Meals Program (FSMP) in the fiscal year(s) during which this Agreement is in effect.
2. The SA’s agreement to reimburse the Sponsor is conditioned upon the continued availability of funds appropriated for FSMP purposes and no legal liability on the part of the SA for the payment of any money shall arise unless and until such appropriation shall have been provided.
3. Shall inform the Sponsor of its right to request a review of decisions made by OSSE that affect the participation of the Sponsor in the SFSP or the Sponsor’s *Claim for Reimbursement*.

**THE SPONSOR** represents and warrants that it is a private nonprofit agency that has tax-exempt status under the Internal Revenue Code of 1986, as amended, or is a public entity to which the sites have delegated authority for the operation of their food service program. It is the governing body with the financial and administrative responsibility for the total program operations at all sites at which a food service is conducted.

1. If it is a unit of local municipal, county, or State government, it directly operates the sites listed in the application and therefore is responsible for: managing site staff, including areas of hiring, conditions of employment and termination, and the management of the FSMP operations at sites during the period of FSMP participation.
2. If the sponsor administers National Youth Sports Programs (NYSP) sites, it must ensure that all children at these sites are enrolled participants in the NYSP.
3. Operate a nonprofit food service during any period from May through September for children on school vacation; or at any time of the year in the case of sponsors administering the Program under a continuous school calendar system.

4. Serve meals which meet the minimum nutritional requirements of the **Healthy School Act (HSA)** as well as the provisions set forth in §225.16 during all times designated as meal service periods by the Sponsor, or if a contracted vendor serves the meals, make certain that it fulfills the terms of this agreement, and serve the same meals to all children. When a school food service caters meals, a contract must be signed with the school food service that includes provision for daily adjustment of meal orders.

#### **THE SPONSOR AGREES TO:**

1. Operate a nonprofit food service using all the income solely for the operation or improvement of such service, except such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings.
2. Serve meals to all children without cost to the children, except camps may charge for meals served to children who are not served meals under the FSMP.
3. Notify the SA, **IN ADVANCE**, of any changes in program operations to receive approval; such as opening/closing feeding sites, adding meal services, changing meal times, or increasing the authorized daily participation limits.
4. For outdoor sites, provide the SA with an alternate site in the event of inclement weather. The alternate site must be approved by the SA and must be able to accommodate the estimated number of children on the site information.
5. Maintain full and accurate records of the Program, including records of costs incurred in the administration and operation of the FSMP, income and reimbursement payments, and retain such records for a period of three years following the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case records shall be retained until all issues raised by the audit or investigation have been resolved.
6. Comply with the State and federal audit requirements specified in OMB Circulars A-87, A-110, A-133, and USDA regulations 7CFR 3015, 3016, and 3019, and any amendments to these circulars.
7. Upon request, **make all accounts and records pertaining to the FSMP available to the SA**, USDA, or other authorized officials for audit or administrative review at a reasonable time and place.
8. Certify that all sites have been visited and have the capability and the facilities to provide the meal service planned for the number of children expected to be served.
9. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, **visit all food service sites at least once in the first and fourth weeks of operation**, promptly take action as necessary to correct deficiencies if found at the time of the initial visit, maintain a reasonable level of site monitoring, and document visits.
10. Provide documentation that its food service will serve an area in which poor economic conditions exist or, if a camp, certify that the application for free or reduced-price meals or Meal Benefit Application (MBA) will be collected to verify a child's eligibility for a free meal. Use the current year MBA developed by the SA. The Sponsor is to make no changes in the income application/MBA unless approved to do so by the SA.
11. Notify the SA in advance when planning to take meals off site on day trips or field trips.

12. **Train administrative and site personnel in the requirements of the FSMP** and cover the subjects contained in the training outline provided in 7 CFR 225.19(1) and the *Administrative Guidance for Sponsors*.
13. If a “camp”, maintain a roster for **each** session which shall include the name of each child in attendance.
14. Submit a public release announcing the availability of the FSMP to children. This public release shall be sent to the media serving the area in which children will participate in the FSMP. Camps shall annually announce to all participants the availability of free meals for eligible children.
15. Serve each meal as a unit and make no changes in the time of any meal service period until such changes are submitted to and approved by the SA.
16. Follow federal regulations when meals are obtained from a commercial meal vendor or Food Service Management Company (FSMC). Follow required bidding procedures when the food contract will exceed \$150,000 (or lower if local procurement standards are lower) 7 CFR 225.15(h), In every case, procurement transactions must provide for maximum open and free competition consistent with the provisions of the Regulations.
17. Submit to the SA, copies of all contracts between Sponsors and the FSMC or meal vendors, along with a certification of independent price determination prior to the beginning of program operations. Also, **permit the SA to have a representative present at all commercial meal vendor procurement bid openings. All bids totaling over \$150,000 must be submitted to the SA for approval before acceptance.**
18. Complete an administrative and operating budget for SA review and approval detailing the projected administrative and operational expenses which a sponsor expects to incur during the operation of the Program.
19. Issue a statement of policy on serving free meals at all sites under its jurisdiction in accordance with 7 CFR 225.6(c).
20. If a camp, the Sponsor must submit to the SA a copy of its hearing procedures.
21. **Claim reimbursement** only for the type or types of meals specified in the 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 or types of meals specified in the agreement and served without charge to children who meet the FSMP income standards. Report only the number of meals *served* to eligible children and those that meet the **Federal** and **HSA** meal pattern requirements. In addition, report separately the number of meals served as first and as seconds for each type of meal approved.
22. **Submit Claims for Reimbursement** by the 30th day of the month following feeding operations based on accurate meal service records. For any Claim submitted after 30 days, a Corrective Action Plan will be submitted indicating how this problem will be rectified. Further, SFSP regulations state, “No payment shall be made for *Claims* submitted later than 60 days after the month unless an exception is granted by FNS.”

**THE STATE AGENCY AND THE SPONSOR MUTUALLY AGREE THAT:**

1. The SA shall promptly notify the Sponsor of any change in the minimum meal requirements or in the assigned rates of reimbursement.
2. The SA will not reimburse the Sponsor for meals received under contract or prepared on-site which are in poor condition (i.e., sour milk, frozen food, etc.) or have missing components. If the meal service is

contracted, meals must be inspected upon receipt to determine the condition and to confirm that the required components are included.

3. **Any Sponsor entering into a contract with a FSMC shall use a standard contract established by the SA.** For Sponsors that are public entities, Sponsors with exclusive year-round contracts with a FSMC, and Sponsors whose FSMC contract(s) do not exceed \$150,000, may use their existing or usual form of contract if such form of contract has been submitted to and approved by the SA.
4. SA's approved for participation shall operate their food service program in accordance with the provisions of this Agreement and any instructions issued by the USDA Food Nutrition Service (FNS) or the SA which are not inconsistent with the provisions of this Agreement.
5. The SA has established hearing and appeal procedures to be followed by a Sponsor and FSMC. The procedures are outlined in "Hearing and Appeal Procedures."

## **REQUIREMENT FOR MEALS**

1. Agrees to provide for organized food service to be conducted at each program site approved for participation in the FSMP and agrees to conduct all activities and meal services at the same location, unless otherwise noted on the site information sheet and approved by the SA.
2. Understands that sites participating in the FSMP shall be approved to serve one meal per day, unless facilities capable of holding hot or cold meals within the temperatures required by the State or local health regulations are available at each food service site or arrangements have been made for separate meal delivery to each site within one hour of the meal service.
3. Understands and agrees that in the storage, preparation, and service of food to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations. The SA will not reimburse the Sponsor for meals served after the safe holding period as determined by the Health Department.
4. **Maintain children on-site while meals are consumed. No meal, or portion of any meal, can be taken off the premises of the designated and approved food service site.**
5. Agrees that no site that is a camp or migrant program shall be approved for reimbursement for more than three meals per day. No service institution or that is not a camp or migrant program shall be approved for more than two meals per day or one meal and one snack.
6. Three hours shall elapse between the beginning of one meal service and the beginning of another including supplements/snacks, except four hours shall elapse between the service of lunch and a supper when no other meal is served between lunch and supper (unless the sponsor has been approved by the SA for a meal serve timeframe waiver).
7. **Lunch service must be scheduled to begin no earlier than 11:00 am and no later than 2:00 pm.**
8. **The Sponsor understands and agrees that the service of supper must begin no later than 7 p.m. and in no case may the service of supper extend beyond 8 p.m.**
9. **The duration of meal service shall be limited to two hours for lunch or supper and one hour for all other meals.** If the meal time restrictions present a barrier to site participation in the FSMP, the Sponsor must submit a written request for exemption to the SA.

10. Menu items are not to be deep fat fried, pre-fried, and/or flash-fried as a cooking method (this includes and not limited to any meal component that is cooked by total immersion of a cooking oil or fat).
11. Agrees to prepare meals with the intention of serving one meal per child per meal service.
12. Each meal shall contain, as a minimum, the indicated food components per 7 CFR §225.16.
  - a. A **breakfast** shall contain:
    - (1) One-half pint of milk as a beverage.
    - (2) One-half cup of fruit or vegetable, or fruit juice.
    - (3) One slice of whole-grain or enriched bread, or three-fourths cup of whole-grain or enriched fortified cereal.
  - b. A **lunch** or **supper** shall contain:
    - (1) One-half pint of milk as a beverage.
    - (2) Two ounces (edible portion as served) of cooked lean meat, poultry, fish or cheese; or one egg; or one half cup of cooked dry beans or peas; or four tablespoons of peanut butter; or an equivalent quantity of any combination of the above listed foods.
    - (3) A three-fourths cup serving consisting of two or more vegetables/fruits or both.
    - (4) One slice of whole-grain or enriched bread; or a serving of cornbread, biscuits, rolls, muffins, etc. made of whole-grain or enriched meal or flour.
  - c. A **supplemental meal** (snack) shall contain two of the following (milk and juice only may not be served at the same supplemental meal):
    - (1) One-half pint of milk as a beverage.
    - (2) One ounce of meat or meat alternate.
    - (3) Six fluid ounces of full-strength fruit or vegetable juice, or three-fourths cup fruit or vegetable.
    - (4) One slice of whole-grain or enriched bread, or an equivalent quantity of cornbread, biscuits, rolls, muffins, etc. made of whole-grain or enriched meal or flour; or three-fourths cup or one ounce of whole-grain or enriched or fortified cereal or an equivalent quantity of any combination of those foods.
13. The Sponsor must also agree to follow the meal component requirements set forth in the DC Healthy School Act (HSA). See HSA guidelines for the creditable food items of each component.
  - a. Local Distribution
    - i. Name & complete address information of the local distributor is specified
  - b. Fruit Component
    - i. A different type of fruit each day
      1. 2 fresh fruits each week at breakfast
      2. 3 fresh fruits each week at lunch
  - c. Vegetable Component
    - i. A different type of vegetable each day
    - ii. and 3 Healthy US School Challenge (HUSSC) approved dark green/red/orange vegetables each week
      1. 2 of the 3 dark green/red/orange vegetables must be different
  - d. Legume Component
    - i. HUSSC approved dry bean or peas once per week
  - e. Whole Grain Component
    - i. At least three different whole grain varieties offered each week
  - f. Milk-Fat Variety
    - i. Two different varieties must be offered
      1. Flavored milk **must** be FAT-FREE only

g. Portion Control

14. The Sponsor agrees that the quantities of food specified above are the minimum amounts of foods to serve. Smaller amounts of these foods may be served if participating children are under six years of age and if the sponsor can demonstrate to the satisfaction of the SA that it has the capability of controlling portion size so as to ensure variations in portion size are in accordance with the age levels of the children served. The meal pattern requirement for appropriate ages contained in the Child and Adult Care Food Program (CACFP) regulations may be served.
15. The Sponsor understands that sponsors approved to serve meals to children under 1 year of age shall be required to comply with the applicable infant meal patterns contained in the CACFP regulations (7 CFR Part 226.20).
16. The Sponsor understands that substitutions may be made by a sponsor if a child is unable, because of a medical or other special dietary need, to consume foods prepared according to FSMP regulations. Such substitutions may only be made when supported by a statement from a recognized medical authority which includes recommended alternate foods. Such statement must be kept on file by the sponsor.
17. The Sponsor agrees to serve only one meal by type, per day, per child participating in the FSMP except that in delivered meal program, excess meals may be served as seconds only after all participating children at the site's meal service have received one complete meal. The Sponsor shall not order or prepare meals for children at any site in excess of the site's approved level but may order or prepare meals above the approved level if the meals are to be served to adults performing necessary food service labor in accordance with Section 225.15(b)(3). Records of ordering meals shall be maintained to demonstrate positive action toward providing one meal by type per child per day.
18. The Sponsor may claim reimbursement for a number of second meals which does not exceed two percent of the number of first meals served to children for each meal type (breakfast, lunch, supplement, or supper) during the claiming period.
19. Second meals shall be served only after all participating children at the site's meal service have been served a meal.
20. The Sponsor agrees to ensure correct meal counts by counting meals at the point of meal service.

**ADDITIONAL PROVISIONS FOR THE FOOD DISTRIBUTION PROGRAM**

1. The Sponsor understands and agrees that self-preparation and sponsors who purchase meals from a school that participates in the National School Lunch Program are eligible to receive commodities donated by the USDA to the SA.
2. The Sponsor understands and agrees that commodities will be requested and accepted only in such quantities as can and will be equally distributed and fully utilized by eligible programs but not to exceed the rates established by the USDA or the SA. Acceptance of commodities is automatic upon receipt of an allocation invoice. Rejections or reductions in the amount allocated will be made immediately to the SA. Only those commodities for which the program has an immediate need will be accepted. Every effort will be made to have a particular commodity used prior to the expiration of the period of utilization specified for that commodity.
3. The Sponsor agrees that commodities received under this Agreement will be used solely for the benefit of those persons served or assisted by the SFSP and will not be otherwise disposed of without prior written approval of the SA. Under no circumstances will USDA commodities be sold or traded. Such commodities will be used in addition to, and not in substitution for, commodities regularly purchased, and expenditures

for food will not be reduced because of receipt of such donated commodities. (The preceding sentence does not apply to commodities distributed under the terms of Section 6 of the National School Lunch Act.)

## **CLAIMS FOR REIMBURSEMENT**

1. The Sponsor agrees that the final Claim for Reimbursement from the Sponsor shall not be paid until the Program expenditure report is submitted and reviewed by the SA.
2. The Sponsor may elect not to receive advance funding.
3. Each advance payment must be requested by the sponsor 30 days prior to the payment date.

## **CORRECTIVE ACTION AND TERMINATION**

1. The Sponsor agrees to take corrective action if the SA observes violations during the course of a site review.
2. The Sponsor understands that the SA may disallow any portion of a Claim for Reimbursement and recover any payment to the Sponsor not properly payable under 7 CFR 225.10(c).
3. The Sponsor agrees that if the SA observes meal service violations during the conduct of a site review, the SA may disallow as meals served to children all of the meals observed to be in violation.
4. The Sponsor understands and agrees that this Agreement may be terminated upon ten (10) days written notice on the part of either party, hereto, and the SA may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the program have not been fully complied with by the Sponsor.
5. The Sponsor understands that the terms of this Agreement shall not be modified or changed in any way other than by consent in writing of both parties hereto.

## **COMPLIANCE**

1. "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 the SA. This includes any 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.”

2. Whoever being a partner, officer, director, or managing agent connected in any capacity with any partnership, association, corporation, business, or organization, either public or private, that receives benefits under the Program, knowingly or willfully embezzles, misapplies, steals, or obtains by fraud, false statement, or forgery, any benefits provided by this Program, or any money, funds, assets, or property derived from benefits provided by this Program, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both (but, if the benefits, money, funds, assets, or property involved is not over \$200, then the penalty shall be a fine of not more than \$1,000 or imprisonment for not more than one year, or both).
3. If two or more persons conspire or collude to accomplish any act described in paragraph 1 and 2 of this Agreement and one or more of such persons do any act to affect the object of the conspiracy or collusion, each shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

**CERTIFICATION STATEMENT**

This is to certify that the Authorized Representative of the Sponsor indicated below has carefully read and understands the content of this Agreement and hereby enters into this Agreement with the Office of the State Superintendent of Education. Deliberate misrepresentation of the information regarding the Free Summer Meals Program will subject the Sponsor to prosecution under the applicable State and federal laws.

This Agreement is to be considered continuous, to be in effect beginning \_\_\_\_\_ and remain in effect until the State Agency or Sponsor terminates this Agreement or a new Agreement is issued due to substantive changes in the Summer Food Service Program.

**SPONSOR:**

**STATE AGENCY:**

\_\_\_\_\_  
*Signature of Authorized Sponsor Representative*

\_\_\_\_\_  
*Signature of State Agency Representative*

\_\_\_\_\_  
*Name (printed or typed) & Title & Date*

\_\_\_\_\_  
*Name (printed or typed) & Title & Date*