



SUMMER FOOD SERVICE PROGRAM AGREEMENT

NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION
CHILD NUTRITION AND FOOD DISTRIBUTION PROGRAMS
SFN 52903 (3/11)

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| Name of Sponsor | LA Number: | |
| Address | | |
| City | State | Zip |

In order to carry out the purposes of the National School Lunch Act, as amended, and Child Nutrition Act of 1966, as amended, the Department of Public Instruction, hereinafter referred to as the "State Agency" and the Sponsor designated above agree as follows:

"The institution 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."

The responsibility for administration of the Summer Food Service Program (SFSP) and Food Distribution Program (FDP) shall be with the State Agency. The State Agency agrees to reimburse the Sponsor in connection with meals served in accordance with regulations under the SFSP to approved sites. The State Agency shall provide consultative, technical and management personnel to administer the program and monitor performance and to measure progress toward achieving program goals. Such assistance shall include visits to participating institutions to ensure compliance with program regulations and with USDA's nondiscrimination regulations.

This agreement shall become effective May 1, _____. The agreement may be terminated by written notice whenever it is determined by the State Agency that the Sponsor has failed to comply with the terms and conditions of the agreement.

The Sponsor shall:

- Operate a nonprofit food service program with the objective of serving one meal per child at each meal service;
- Maintain a financial management system in accordance with a standard accounting procedure;
- comply with the provisions of OMB circular No. A-133, "Audits of States, Local Governments, and Non-profit Organizations," State and local governments and non-profit organizations that expend Federal financial assistance of \$500,000 or more within any fiscal year shall have either a single audit or (in certain cases) a program specific audit made for that year. The CFDA Number is 10.559.

If the Sponsor expends total federal awards of less than the amount specified in OMB Circular A-133 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards.

- Submit a monthly claim for reimbursement by the tenth of the month following the month covered by the claim;
- Serve meals which meet the minimum requirements prescribed by the SFSP regulations at no charge to children participating in the Program and claim reimbursement only for the type or types of meals specified in the agreement and for which accurate counts have been maintained, and only at approved sites;
- Upon request, make all accounts and records pertaining to its food service program available to the State Agency and the Food and Nutrition Service, for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- Issue a free meal policy statement;
- Retain applications for free meals submitted by families for the current year and for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit;
- Provide adequate supervisory and operational personnel for management and monitoring of the program;
- Maintain children on-site while meals are consumed;
- Ensure that vended sites do not claim meals above their approved levels;
- Provide training for administrative and site personnel and maintain documentation of all site reviews and ensure site personnel are trained prior to Program operations beginning;
- Accept and use, in as large quantities as may be efficiently utilized in its nonprofit food service program, such as foods as may be offered as a donation by USDA;
- Pay for any transportation, handling, and warehousing costs as may accrue in the receipt and distribution of donated foods;
- Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
- Maintain adequate and safe facilities for handling, storing and use of foods including donated foods. Commodities shall be stored on pallets/shelves and facilities where commodities are stored must be locked when not in use;
- Use donated foods for student consumption or use in classes/workshops/demonstrations/tests. Not sell or trade donated foods for any reason;
- Assume liability for all losses resulting from neglect or failure to provide proper care or storage of donated foods or for the improper use or diversion of them;
- Report immediately to the State Agency if donated foods are found to be damaged or out-of-condition and unfit for human consumption as well as follow appropriate instructions for disposition;
- Not transfer or destroy donated foods without the permission of the State Agency;
- Not process donated foods into different end-products without prior approval of the State Agency;
- Store, care for, and dispose of containers received with donated foods in accordance with instructions prescribed by the State Agency. Funds accruing from the sale of containers will be used only for the payment of Food Distribution expenses;
- Transmit complaints in connection with the receipt, use, or any other phase of the Food Distribution Program immediately to the State Agency;

- Accept final administrative and financial responsibility for the Summer Food Service Program operations under its administration.

Additional requirement for camp sponsors:

- Camps only claim meals for children who have been determined income eligible.

The State Agency may deny reimbursement for meals served in excess of the authorized level.

The institution agrees to comply with all existing Summer Food Service Program and Food Distribution regulations and any amendments thereto. Complete copies of USDA regulations for each program are available upon request from the State Agency.

Sponsor

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|-----------|
| Signature |
| Title |
| Date |

State Agency

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| Director, Child Nutrition and Food Distribution Programs |
| Date |