



Agency Code

I. GENERAL INFORMATION

Name of Sponsoring Agency	Mailing Address <i>Street, City, State, Zip</i>	
Authorized Representative	Title	Telephone <i>Area/No.</i>

II. SFSP AGREEMENT

In order to effectuate the purpose of Section 13 of the National School Lunch Act, [42 U.S.C. § 1761] as amended, and the regulations, (7 CFR Part 225) governing the Summer Food Service Program for Children issued thereunder (hereinafter referred to as the "SFSP") and to effectuate the purpose of Section 3 of the Child Nutrition Act of 1966 as amended, the Wisconsin Department of Public Instruction (hereinafter referred to as the "Department") and the sponsor whose name appears on above, covenant and agree as follows:

THE DEPARTMENT:

- (1) Agrees to reimburse the sponsor in connection with meals served in accordance with regulations under the SFSP at approved sites, during the approved period of operation, to the extent that funds are available from the U.S. Department of Agriculture.
- (2) Shall terminate the sponsor's participation in the SFSP by written notice whenever it is determined by the Department that the sponsor has failed to comply with the rules of the SFSP.
- (3) Shall inform the sponsor of its rights to request a review of decisions made by the Department which affect the participation of the sponsor in the SFSP or the sponsor's claim for reimbursement.

THE SPONSOR AGREES TO:

- (1) Operate a nonprofit food service during the approved dates of operation.
- (2) Accept final financial and administrative responsibility for total program operations and directly operate all sites with approved Site Application(s).
- (3) Except as otherwise approved by the Department in accordance with SFSP regulations, serve meals that meet the requirements set forth in 7 CFR § 225.16 during the meal service times approved by the Department and serve the same meals to all children.

School Food Authorities: Except as otherwise approved by the Department in accordance with SFSP regulations, serve meals that meet the requirements set forth in 7 CFR § 225.16 during the meal service times approved by the Department and offer the same meals to all children.

- (4) Maintain records regarding receipt of donated foods. Inventory and use records should be kept to the extent needed to accurately identify SFSP costs. Eligible agencies will request commodities in such quantities as can be consumed without waste. Payment will be made by the sponsor for within-state handling charges which includes warehousing and transportation. Facilities for the handling, storage, and use of commodities shall serve to properly safeguard against theft, spoilage, and other loss. Commodities will not be stored in private homes.
- (5) Maintain a financial management system as prescribed by the Department.
- (6) Maintain full and accurate records of its food service program(s) to serve as a basis for claims for reimbursement, and for audit and review purposes. All such records must be maintained 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. Upon request, the sponsor shall make all such records available to the Department and the General Accounting Office for audit or for administrative review at a reasonable time and place within the State of Wisconsin. Sponsors that are not camps and that establish SFSP eligibility by geographic area must maintain documentation that the local areas from which each site draws its attendance are "areas in which poor economic conditions exist" as defined herein. Camps and other sponsors that do not establish Summer Program eligibility by geographic area must maintain Household Size-Income Statements or proper documentation supporting the eligibility of individual children from authorized agencies (school food authorities agreeing to release such information for use in determining eligibility in the SFSP) on file to document that enrolled children claimed for meal reimbursement are "needy children" as defined herein.

Other records to be kept include the following:

Meals	Program Income	Program Expenditures	Administrative Records
A. Daily number of meals served to eligible children, by type of meal.	A. From federal reimbursement	A. For food	A. Pre-visit(s) to sites
B. Daily number of meals served to adults, by type of meal.	B. From payments made for adult meals	B. For nonfood supplies	B. Letter(s) to the health department
C. Menus, invoices, receipts, and other Food Service records that ensure meal pattern requirements are met.	C. From all other sources	C. For labor	C. Training session(s) for administrative and site personnel
		D. For administrative costs	D. Contract with Food Service Management Company
		E. For rental of equipment	E. Competitive purchasing logs
		F. For all other SFSP expenses	F. Sponsor visit(s) and reviews of site(s)

II. SFSP AGREEMENT (cont'd)

- (7) Meet the training requirement for administrative and site personnel as required under 7 CFR § 225.15(d)(1).
- (8) Claim for reimbursement only for the types of meals approved by the Department and served without charge to children who meet the Program's income standards at approved sites during the approved meal service period. In addition, sponsors claiming meals for camp sites must report the number of children enrolled by session as well as the number determined to be "needy". The approved application shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR § 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the Department.
- (9) Submit claims for reimbursement in accordance with procedures established by the Department and those stated in 7 CFR § 225.9.
- (10) Maintain children on site while meals are consumed. Sponsors may allow a child to take one fruit, vegetable, or grain item off-site for later consumption if the requirements in 7 CFR § 225.16(h) are met.
- (11) 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.
- (12) Maintain access to facilities necessary for storing, preparing, and serving food.
- (13) Comply with Title VI the Civil Rights Act of 1964 (PL 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 & 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 bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, all or part of an individual's income is derived from any public assistance program, protected genetic information in employment or in any program or activity conducted or funded by the Department, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor received federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate 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 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 applicant by the department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, food stamps, 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 the Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. 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 department.

The person or persons whose signature(s) appear on this agreement/policy statement are authorized to sign this assurance on the behalf of the program applicant.

Display, in a prominent place within the administrative office and site(s), the nondiscrimination poster entitled "...and Justice for All".

THE DEPARTMENT AND SPONSOR MUTUALLY AGREE THAT:

- (1) The Annual Sponsor Application and Site Application(s) that have been accepted and approved shall be part of this agreement.
 - (2) The "Policy Statement for Meals Served" hereof shall be part of this agreement.
 - (3) Sites may be added or deleted with Department approval.
 - (4) For the purpose of this agreement, the following definitions are established:
 - A. **Administrative costs:** Costs incurred by a sponsor related to planning, organizing, and managing a food service under the program, and excluding interest costs and operating costs.
 - B. **Advance payments:** Financial assistance made available to a sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.
 - C. **Areas in which poor economic conditions exist:**
 - (1) The attendance area of a school in which at least 50 percent of the enrolled children have been determined eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program.
 - (2) A geographic area where, based on the most recent census data available or information provided from a department of welfare or zoning commission, at least 50 percent of the children residing in that area are eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program.
 - (3) A geographic area where a site demonstrates, based on other approved sources, that at least 50 percent of the children enrolled at the site are eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program or
 - (4) A closed enrolled site in which at least 50 percent of the enrolled children at the site are eligible for free or reduced-price school meals under the National School Lunch Program and the School Breakfast Program, as determined by approval of applications in accordance with 7 CFR § 225.15(f).
 - D. **Camps:** Residential summer camps and nonresidential day camps which offer a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule of organized cultural or recreational programs for enrolled children between meal services.
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II. SFSP AGREEMENT (cont'd)

- E. **Children:** Persons 18 years of age and under, and persons over 18 years of age who are determined by a state educational agency or a local public educational agency of a state to be mentally or physically disabled and who participate in a public or nonprofit private school program established for the mentally or physically disabled.
- F. **Meals:** Food which is served to children at a food service site and which meets the nutritional requirements indicated in this agreement.
- G. **Milk:** Pasteurized fluid types of unflavored whole milk or low-fat or skim milk or cultured buttermilk which meets state and local standards for such types of milk and flavored milk made from such types of milk which meet such standards.
- H. **Needy children:** Children from families whose incomes are equal to or below the Secretary's published Child Nutrition Programs: Income Eligibility Guidelines.
- I. **Operating costs:** The cost of operating a food service under the program.
- | Including | Excluding |
|---|---|
| (i) cost of obtaining food, | (i) the cost of the purchase of land, acquisition or construction of buildings, |
| (ii) labor directly involved in the preparation and service of food, | (ii) alteration of existing buildings, |
| (iii) cost of nonfood supplies, | (iii) interest costs, |
| (iv) rental and use allowances for equipment and space, and | (iv) the value of in-kind donations, and |
| (v) costs for transporting children in rural areas to feeding sites in rural areas, but | (v) administrative costs. |
- J. **Private nonprofit:** Tax exempt under the Internal Revenue Code of 1986, as amended.
- K. **Rural:** Any area in a county which is not a part of a Metropolitan Statistical Area OR any "pocket" within a Metropolitan Statistical Area which, at the option of the state agency and with USDA concurrence, is determined to be geographically isolated from urban areas.
- L. **Self-preparation sponsor:** The sponsor prepares the meals which will be served at its site(s) and does not contract with a food service management company for the preparation of all or a portion of the meals.
- M. **Session:** A specified period of time during which an enrolled group of children attend camp.
- N. **Site:** A physical location at which a sponsor provides a food service for children and at which children consume meals in a supervised setting.
- O. **Sponsor:** A public or private nonprofit school food authority; public or private nonprofit residential summer camp; a unit of local, municipal, county or state government; a public or private nonprofit college or university currently participating in the National Youth Sports Program; or a qualified private nonprofit organization which develops a special summer or other school vacation program providing food service similar to that available to children during the school year under the National School Lunch and School Breakfast Programs and which is approved to participate in the Program.
- (5) This is a Permanent Agreement between the Sponsoring Agency listed on page one and the Department for participation in the SFSP. The U.S. Department of Agriculture regulations governing this program are found in 7 CFR Part 225. This agreement shall remain in effect until it is amended by the Department or it is terminated by either party.
The Department's agreement to reimburse the sponsor is conditioned upon the continued availability of funds appropriated for SFSP purposes, and no legal liability on the part of the government for the payment of any money shall arise unless and until such appropriation shall have been provided.
- (6) This agreement may be terminated upon ten days written notice on the part of either party hereto, and the Department may terminate this agreement immediately after receipt of evidence that the terms and conditions of the agreement and of the regulations governing the program have not been fully complied with by the sponsor.
Any termination or expiration of this agreement, however, shall not affect the obligation of the sponsor to maintain and retain records and to make such records available for audit.
- (7) The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

III. CRIMINAL PROVISIONS AND PENALTIES

As established in Section 12(g) of the National School Lunch Act [42 U.S.C. § 1760(g)]:

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are the subject of a grant or other form of assistance under this Act or the Child Nutrition Act of 1966 (42 U.S.C. § 1771 *et seq.*), whether received directly or indirectly from the United States Department of Agriculture, or whoever receives, conceals, or retains such assets, or property to personal use or gain, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of a value of \$100 or more, be fined not more than \$25,000 or imprisoned not more than five years, or both, or if such funds, assets, or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

Termination Procedures

As established by 7 CFR § 225.11(c):

1. The state agency shall terminate the Program agreement with any sponsor which it determines to be seriously deficient. However, the state agency shall afford a sponsor a reasonable opportunity to correct problems before terminating the sponsor for being seriously deficient.
2. The state agency may approve the application of a sponsor, which has been disapproved or terminated in prior years in accordance with this paragraph if the sponsor demonstrates to the satisfaction of the state agency that the sponsor has taken appropriate corrective actions to prevent recurrence of the deficiencies. Serious deficiencies which are grounds for disapproval of applications and for termination include, but are not limited to, any of the following:

- a) Noncompliance with the applicable bid procedures and contract requirements of Federal child nutrition program regulations.
- b) The submission of false information to the state agency.
- c) Failure to return to the state agency any start-up or advance payments which exceeded the amount earned for serving meals in accordance with 7 CFR Part 225, or failure to submit all claims for reimbursement in any prior year provided that failure to return any advance payments for months for which claims for reimbursement are under dispute from any prior year shall not be grounds for disapproval in accordance with this paragraph.
- d) Program violations at a significant proportion of the sponsor's sites. Such violations include, but are not limited to the following:
 - 1) Noncompliance with the meal service time restrictions set forth in 7 CFR § 225.16(c).
 - 2) Failure to maintain adequate records.
 - 3) Failure to adjust meal orders to conform to variations in the number of participating children.
 - 4) The simultaneous service of more than one meal to any child.
 - 5) The claiming of Program payments for meals not served to participating children.
 - 6) Service of a significant number of meals which did not include required quantities of all meal components.
 - 7) Excessive instances of off-site meal consumption.
 - 8) Continued use of food service management companies that are in violation of health codes.

NOTE:

Sponsors or sites which have been terminated in accordance with the provisions above shall be allowed to appeal in accordance with 7 CFR § 225.13.

IV. POLICY STATEMENT FOR MEALS SERVED

THE SPONSOR ASSURES the Department that the policy herein stated will be uniformly applied and implemented for all participating child nutrition sites under its jurisdiction and that all children are served the same meals at no separate charge regardless of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, religion, reprisal or retaliation for prior civil rights activity, and where applicable, political beliefs, marital status, familial or parental status, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department; and that there is not discrimination in the course of the food service. (If a charge is made for food service, contact the department immediately for the proper Policy Statement).

THE SPONSOR FURTHER ASSURES the Department that for all sites under the sponsor's jurisdiction which are using individual enrollment to document areas in which poor economic conditions exist and by camps using individual Household Size-Income Statements to document children's eligibility, the standard of determining eligibility for participation in the SFSP shall be in conformity with the Department's household size and income standards for free and reduced price school meals or that case numbers are used for children from food stamp households or W-2 Cash Benefits or for a child participating in the Food Distribution Program on Indian Reservations (FDPIR). Unless an alternate method is approved by the Department, the sponsor agrees to use the Summer Food Service Program Household Size-Income Statement form supplied by the Department to obtain household size and income information or food stamp, W-2 Cash Benefits or FDPIR case numbers from the households of children enrolled in the SFSP.

V. CERTIFICATION

- (1) I certify that the information within the SFSP application and all related attachments is true and correct to the best of my knowledge and that the applicant herein named is in compliance with the audit requirements stated in 2 CFR Part 200.
- (2) I understand that the information is being given in connection with the receipt of federal funds and that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.
- (3) If the applicant operates a National Youth Sports Program (NYSP) site(s), I certify that the all NYSP sites operated by the applicant serve only children enrolled in the NYSP; and that the NYSP site(s) comply with the Department of Health and Human Services guidelines for income eligibility for children attending NYSP.
- (4) If the applicant operates a migrant site(s), I certify that all migrant sites operated by the applicant serve children of migrant worker families. If the site(s) also serve non-migrant children, it is understood that the site must serve predominately migrant children.
- (5) If the applicant herein named seeks approval as a unit of local, municipal, county or state government, or as a private nonprofit organization, I certify that the applicant will directly operate the SFSP in accordance with SFSP regulations 7 CFR § 225.14(d)(3).
- (6) I agree to abide by the terms and conditions of the Annual SFSP Application and Permanent SFSP Agreement and Policy Statement.

VI. SIGNATURES

Signature of Authorized Representative	Signature
➤	➤
Title of Authorized Representative	Title
	Director, Community Nutrition Programs
Date Signed <i>Mo./Day/Yr.</i>	Date Signed <i>Mo./Day/Yr.</i>