



Agency Code
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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		
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*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.

## II. SFSP AGREEMENT (cont'd)

Other records to be kept include the following:

<b>Meals</b>	<b>Program Income</b>	<b>Program Expenditures</b>	<b>Administrative Records</b>
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)

- (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 at approved sites, except camps and conditional non-congregate sites, during the approved meal service time; without charge to children who meet the Program's income standards in camps and conditional non-congregate sites; if a maximum approved level is required under 7 § CFR 225.6(h)(2); within that approved level for the maximum number of children's meals that may be served; as required under 7 CFR § 225.16(c), at the approved meal service time, unless a change approved by the Department; and, unless the requirements in 7 CFR § 225.16(g) are met, at the approved site..
- (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 at congregate sites. 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) Assurance of Civil Rights Compliance. The sponsor hereby agrees that it will comply with:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
  - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
  - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
  - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
  - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
  - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
  - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
  - ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
  - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

## II. SFSP AGREEMENT (cont'd)

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 sponsor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 sponsor, 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 on this agreement-policy statement are authorized to sign this assurance on behalf of the institution.

- (14) 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) Unless otherwise specified, all terms used in this Permanent Agreement have the meaning given to them under 7 C.F.R. § 226.2.
- (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 at § 225.16(c), as applicable;

**III. CRIMINAL PROVISIONS  
AND PENALTIES (cont.)**

- 2) Failure to maintain adequate records;
- 3) Failure to adjust meal orders to conform to variations in the number of participating children;
- 4) For congregate meal service operations, 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) For non-congregate meal service operations, distributing more than the daily meal limit when multi-day service is used;
- 7) Service of a significant number of meals which did not include required quantities of all meal components;
- 8) For congregate meal service operations, excessive instances of off-site meal consumption;
- 9) 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. (Camps and conditional non-congregate sites charging separate for meals must 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 and conditional non-congregate sites 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 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>