

Sponsor/State Agency Permanent Agreement

**Ohio Summer Food Service Program
Ohio Department of Education
Office for Child Nutrition Services
25 South Front Street, ML 303
Columbus, Ohio 43215-4183**

The Ohio Department of Education, Office of Child Nutrition Services, hereinafter referred to as the State Agency and Sponsoring Organization hereinafter referred to as the Sponsor, do hereby make and enter into this agreement, as required by Section 13 of the National School Lunch Act (42 U.S.C. 1761) as amended and the regulations governing the Summer Food Service Program for Children (hereinafter referred to as SFSP) issued there under 7CFR Part 225, the United States Department of Agriculture (hereinafter referred to as USDA).

The parties mutually agree:

The State Agency: **The Ohio Department of Education**

Agrees to reimburse the Sponsor for approved meals in accordance with regulations under the SFSP for approved sites listed in the Site Information Claims Reimbursement and Reporting System (CRRS) during the approved program period to the extent that funds are available from the U. S. Department of Agriculture.

Shall terminate a Sponsor's participation in the SFSP by written notice whenever it is determined by the State Agency that the Sponsor has failed to comply with the rules and regulations of the Program.

Shall inform the Sponsor of its rights to request a review of decisions made by the State Agency which affects the participation of the Sponsor in the SFSP or the Sponsor's claim for reimbursement.

The Sponsor (Type name here): _____

County _____

Represents and warrants that it will accept final administrative and financial responsibility for total program operations and all sites listed within with the Application for Participation in accordance with the responsibilities and requirements specified under 7 CFR Part 225.6 (e).

In carrying out the Summer Food Service Program, the Sponsor agrees to:

- (1) Operate a nonprofit food service during any period:
 - (a) from May through September for children on school vacation;
 - (b) at any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - (c) during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause.
- (2) Serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the Sponsor, and serve the same meals free to all children;
- (3) Serve meals without cost to all children, except camps may charge for meals served to children who are not served meals under the Program;

- (4) Issue a free meal policy statement in accordance with §225.6(c) as follows on page 3;
- (5) Meet training requirement for its administrative and site personnel, as required under Sec. 225.15(d)(1);
- (6) Claim reimbursement only for the type or types of meals specified in the approved application 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 approved application and served without charge to children who meet the Program's income standards. The approved application shall specify the approved levels of meal service for the sponsor's sites if such levels are required under Sec. 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State Agency;
- (7) Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in Sec. 225.9;
- (8) Abide by all USDA procurement rules and regulations;
- (9) In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
- (10) Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the Department;
- (11) Have access to facilities necessary for storing, preparing, and serving food;
- (12) Maintain a financial management system as prescribed by the State agency;
- (13) Maintain on file documentation of site visits and reviews in accordance with Sec. 225.15(d)(2) and (3);
- (14) Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
- (15) Maintain children on site while meals are consumed; and
- (16) Retain final financial and administrative responsibility for its program.
- (17) Sponsors with funds remaining at the end of the Program year should use them as start-up funds or for improving SFSP services in the following year.

CIVIL RIGHTS POLICY COMPLIANCE

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 grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied from 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 here by 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 purposes 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 or 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 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 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 the USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

Policy Statement (§225.6(c))

The sponsor assures the State Agency that all children at the approved sites are served all meals free, regardless of race, color, national origin, age, sex or disability and that there is no discrimination in the course of food service. Camps may charge for meals served to non-needy children who are not served under the Summer Program.

The sponsor further assures the State Agency 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 family size and income statements to document children's eligibility, the standard of determining eligibility for participation in the Summer Program shall be in conformity with the State Agency's family size and income standards for free and reduced price school meals or that case numbers are used for children from food stamp households or Ohio Works First (OWF) assistance units or for a child participating in the Food Distribution Program on Indian Reservations (FDPIR). Unless an alternative method is approved by the State Agency, the sponsor agrees to use the Summer Food Service program Application for Free Meals form supplied by the State Agency to obtain family size and income information or food stamp or OWF case numbers from the households of children enrolled in the SFSP.

Certification

I certify that:

the information in the Agreement, the Application for Participation, and all related attachments is true and correct to the best of my knowledge;

reimbursements will be claimed only for eligible meals served to eligible children at approved food service sites;

the sites listed have been visited and have the capability and facilities for the meal service planned for the number of children anticipated to be served and;

if we are a government entity or private nonprofit organization, we the sponsor, exercise full management control and authority over the food service at each of the sites under its sponsorship;

if we are a private nonprofit organization, we possess adequate management and fiscal capacity to operate the Program.

I understand that this information is being given in connection with the receipt of federal funds and that deliberate misrepresentation may subject me to the prosecution under the applicable state and federal criminal statutes as cited in the SFSP regulations 225.6 (a)(3).

Signature Authorized Sponsor Representative	Date
Signature Authorized State Agency Representative	Date

For office use only Assigned Sponsor IRN# _____
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Original 2007, revised 1/09, 1/10, 3/11, 4/12