



Health and Wellness Division

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## Health and Wellness

The Division of Health and Wellness ensures that children and families receive year-round access to well-balanced meals by providing federal reimbursements, training, and nutrition education to providers. The Division of Health and Wellness assists providers in maintaining a high level of compliance with U.S. Department of Agriculture rules and regulations so they can improve the overall health and learning potential of District residents who are at risk for hunger.

## Mission

To provide food and nutrition services to all schools, children and families in the District of Columbia using technology and resources so that all children in participating schools may be provided with healthy, well balanced, nutritious meals.

## Vision

Our vision is to aid families and students ensuring that each child receives a nutritious meal every day and no one goes hungry.

## **General Information and Instructions:**

This Permanent Agreement represents the United States Department of Agriculture's (USDA) requirement for State Agencies (SA) to provide each School Food Authority (SFA) with a single Agreement when a SA administers any combination of the Child Nutrition Program(s).

This Agreement shall be effective commencing on the earliest date specified by the SA's Director, or in absence, the School Program Manager's signature at the end of this agreement and remain in effect unless terminated as provided herein.

**By accepting and certifying this Agreement, the SFA agrees to comply with the requirements for all Programs in which it is approved to participate through the completion of this agreement's attachments. Each time the SA approves participation in an additional USDA Program, the SFA will receive an updated copy at the end of this agreement identifying all Programs in which the SA approves the SFA to participate.**

**Disclaimer:** This agreement includes information regarding the Federal requirements for each Child Nutrition Program overseen by the D.C. SA School Programs Team; However, this is not a comprehensive regulatory document. Please refer to the Code of Federal Regulations (CFR), per specific program, for a comprehensive version of each Program's specific requirements

## ***Definitions:***

**Child Nutrition Programs:** Federally funded nutrition programs administered by the United States Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) and Food Distribution Program (FDP) are herein referred to as Program(s).

**Federal Assistance:** Any funding, property or aid which is provided to a State Agency, Sponsor, School Food Authority, Institution or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

**Institution:** A sponsoring organization, child care center, outside-school-hours care center or adult day care center which enters into an agreement with the State Agency to assume final administrative and financial responsibility for Program operations.

**Recipient Agency:** Any eligible nonprofit organization that receives food under 7 CFR Part 250, Food Distribution Program.

**School:** An educational unit as defined in 7 CFR Parts 210, 215, and 220.

**School Food Authority (SFA):** The legal governing body that is responsible for the administration of one or more schools and has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs

**Sponsor:** A public or private nonprofit or for-profit organization, which is approved to operate a child Nutrition Program as defined in 7 CFR Parts 215, 225, and 226.

**State Agency (SA):** The state educational agency approved by the USDA to administer Child Nutrition Programs within the state. For the purposes of this agreement, the State Agency is the Office of the State Superintendent of Education (OSSE).

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In order to effectuate the purpose of the following statutes: The Healthy Hunger free Kids Act of 2010 (HHFKA), The National School Lunch Act (NSLA), as amended (42 U.S.C. 1751 et seq.), the Child Nutrition Act of 1966 (CNA), as amended (7 U.S.C. 1771 et seq.), 32 of the Act of August 24, 1935, as amended (7 U.S.C. 612c), 1 and 2 of the Act of August 11, 1939, as amended (15 U. S.C. 713c-2 and 713c-3), 404 and 416 of the Agriculture Act of 1949, as amended (7 U.S.C. 1424 and 1431), 402 of the Mutual Security Act of 1954, as amended (22 U.S.C. 1922), 205 of the Agricultural Act of 1956, as amended (7 U.S.C. 1855), the Act of August 29, 1958, as amended (7 U.S.C. 1431 nt), 9 of the Act of September 6, 1958, as amended (7 U.S.C. 1431b), 201 of the Act of September 21, 1959, as amended (7 U.S.C. 1431c), the Act of September 13, 1960, as amended (7 U.S.C. 1431 nt), 205 of the Food and Agriculture Act of 1962, as amended (7 U.S.C. 1431b), 106 and 1114(a) of the Agriculture and Food Act of 1981, as amended (7 U.S.C. 1446c – 1 and 1431e), the Commodity Distribution Reform Act and WIC Amendments of 1987, as amended ((7 U.S.C. 612c nt), 412 and 413 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, as amended (42 U.S.C. 5179 and 5180), 709 of the Food and Agricultural Act of 1965, as amended (7 U.S.C. 1446a-1), the Office of the State Superintendent of Education (OSSE) herein referred to as the “State Agency (SA)” as the designated authority to administer the United State Department of Agriculture (USDA) Child Nutrition Programs and the SFA, whose name and address appear above, agree as follows:

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## **OVERVIEW OF THE USDA CHILD NUTRITION PROGRAMS**

The USDA's Food and Nutrition Service (FNS) administers several programs that provide healthy food to children every school day. These programs include the National School Lunch Program (NSLP), School Breakfast Program (SBP), the Afterschool Snack Program (ASP), Special Milk Program (SMP), and the Child and Adult Food Program (CACFP). State Agencies around the country administer each Program to participating School Food Authorities (SFA) to help create healthy school environments, and fight hunger and obesity by reimbursing SFAs for providing healthy meals to children.

The Healthy, Hunger-Free Kids Act of 2010 directed USDA to update the SBP's and NSLP's meal pattern and nutrition standards based on the latest Dietary Guidelines for Americans. SFAs are responsible for implementing any and all revisions to the Federal regulations, as necessary. All SFAs must meet Federal meal requirements, though decisions about which specific foods to serve and how they are prepared and distributed are made by the local School Food Authority site.

<p><b>The SA agrees,</b> to the extent of funds available, to reimburse the SFA for the programs it operates, as designated below, in accordance with applicable regulations governing such Programs: National School Lunch Program (7 CFR Part 210), School Breakfast Program (7 CFR Part 220), Summer Food Service Program (7 CFR Part 225), Child and Adult Care Food Program (7 CFR Part 226), Food Distribution Programs (7 CFR Part Nutrition Education and Training Program Regulations (7 CFR Part 220), Determining Eligibility for Free and Reduced Price Meals (7 CFR Part 245) and under the Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (CFR Part 200), as applicable, any amendments thereto. The SA agrees to make payments where applicable, in accordance with 7 CFR Part 240 (Cash in Lieu of Donated Foods), and any amendments thereto: and/or to donate foods in accordance with Donation of Foods for Use in the United States, its territories, and Possessions and Areas under its Jurisdiction Regulations 7 CFR Part 250.</p>	<p><b>The SFA Agrees,</b> to accept federal funds and/or donated foods in accordance with applicable regulations and any amendments thereto. The SFA, and participating schools under its jurisdiction agrees to comply with all provisions thereof, and with any instructions or procedures issued in connection therewith. The SFA further agrees to comply with applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all D.C. statutes, administrative rules, policy manuals, memorandums, guidance, and instructions and any instruction or procedures issued by the USDA or the SA in connection therewith. The SFA further agrees to administer the Programs funded under this Agreement in accordance with provisions of 2 CFR Part 200 Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards, as applicable.</p>
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This agreement shall be effective in commencing on the date specified unless terminated earlier as provided herein. The State Agency (SA) may continue this Agreement each year thereafter, by notice in writing given to the School Food Authority (SFA) as soon as practicable, after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement, however, shall be contingent on an acknowledgement by the School Food Authority, in writing, of its intention to continue program participation in accordance with the provisions set forth in this agreement. The SFA shall notify the SA whenever significant changes occur in the operation of its Program(s).

## **REQUIREMENTS FOR SFA PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM, AND SPECIAL MILK PROGRAM**

*This section applies only if an effective date for the NSLP, SBP, or SMP has been entered at the end of this agreement, and it has been signed by the State Agency Director or in their absence, the School Nutrition Programs Manager.*

The SFA must conduct all program operations in accordance with federal regulations, 2 CFR Part 200, and USDA 7 CFR Parts 210,215, 220, 245, 250, 3016.36, and 3019.40 – 3019.48. SFA's must also operate in accordance with FNS instructions, policies, and memorandum, as applicable, in addition to all state and local regulations, policies and procedures. This includes, but is not limited to the USDA, and D.C. SA Memorandum and requirements.

**The SFA and participating sites, further agree to the following specific provisions:**

1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in § 210.14 and the limitations on any competitive school food service as set forth in § 210.11.
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with § 210.19(a).
3. Maintain records for five years plus the current year to demonstrate the school food authority's compliance with the professional standards for school nutrition program directors, managers, and personnel established in §210.30.
4. Maintain a financial management system as prescribed by the USDA under 210.14(c).
5. Comply with the requirements of the Department's regulations regarding financial management (2 CFR Part 200).
6. Serve lunches, during the lunch period, that meet the minimum requirements prescribed in 7 CFR Parts 210.
7. Price the lunch as a unit; except in non-pricing meal programs where, as described in the application, no specific charge is made.
8. Serve lunches free or at a reduced price to all children who are determined by the SFA to be eligible for such meals under 7 CFR Part 245.
9. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR Part 210. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in § 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in §210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in § 210.26 shall apply.
10. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the State agency.
11. All claims for reimbursement must be in accordance with § 210.8.
12. Contracts must follow contract provisions for termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for the settlement (7 CFR 3016.36(i)(2)).
13. The contract between a school food authority and a food service management company shall be of a duration of no longer than 1 year; and options for the yearly renewal of a contract signed after February 16, 1988, may not exceed 4 additional years. All contracts shall include a termination clause whereby either party may cancel for cause with 60-day notification (7 CFR 210.16(d)).

14. Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b).
15. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.
16. Enter into an agreement to receive donated foods as required by 7 CFR part 250.
17. 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, and comply with the food safety requirements of § 210.13.
18. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.
19. Maintain necessary facilities for storing, preparing, and serving food.
20. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five year period as long as required for resolution of the issues raised by the audit.
21. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school and State Agency.
22. Maintain files of correctly approved and correctly denied free and reduced price applications. Also, record on file the names of children approved for free meals based on documentation, as specified in § 245.6 (b) (5) certifying that the child is a member of a household currently approved to receive benefits under: the Supplemental Nutrition Assistance Program (SNAP), the Temporary Assistance for Needy Families Programs (TANF), FDPIR, The child is homeless, runaway, migrant, head start, or foster, as defined in § 245.2. If the applications or the documentation is maintained at the SFA, the documents shall be readily accessible by school staff.
23. Maintain full and accurate records of operations under this Agreement, including those set forth herein, and retain such records for a period of five years plus the current year to which they pertain, unless such records are part of an unresolved audit which thereby extends the five-year period, or any reason otherwise specified under paragraph 210.9(b) (17). Records of revenue and expenditures must be maintained in such a manner as to reflect the non-profit status of the food or milk service.
24. No later than March 1, 1997, and no later than December 31 of each year thereafter, provide the State agency with a list of all schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The State agency may designate a month other than October for the collection of this information, in which case the list must be provided to the State agency within 60 calendar days following the end of the month designated by the State agency. In addition, each school food authority shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

## **SCHOOL FOOD AUTHORITY RECORDKEEPING REQUIREMENTS:**

The School Food Authority shall keep full and accurate records of the food service program(s) as outlined above to serve as a basis for claims for reimbursement and for audit and review purposes. Records and documentation must be maintained for a period of five years after submission of the final claim for the fiscal year or longer as required by an audit or investigation, as outlined in the National School Lunch Program Federal Regulations 7 CFR 210.23, 210.15 and corresponding regulatory provisions under the School Breakfast Program 7 CFR 220 and the Determining Eligibility for Free and Reduced Priced Meals 7 CFR 245. The records which should be kept with respect to each program include but are not limited to the following:

- a. Documentation of participation data by school in support of the claim for reimbursement and data used in the claims review process.
- b. Production and Menu records and, if appropriate, nutrition analysis records and documentation to support performance based cash assistance.
- c. Participation records to demonstrate positive action toward providing one lunch per day per child.
- d. Approved and denied applications for free and reduced price lunches and a description of verification activities, including verified applications, and any accompanying source documentation.
- e. Documentation of student eligibility for free meals as obtained through Direct Certification, Foster Care Agency or Homeless Agency or liaison.
- f. Documentation of information used to determine claiming percentages/levels as assigned for those schools operating under Provision 1, 2 or 3 or Community Eligibility.
- g. Severe Need Breakfast documentation submitted for approval to the State Agency for consideration of the higher reimbursement rate.
- h. Records from the food safety program for a period of six months following a month's temperature records to demonstrate compliance and records from the most recent food safety inspection.
- i. Documentation used to determine the average price of paid lunches.
- j. Documentation of all revenue from the sale of non-program foods accrued to the non-profit school food service account.
- k. Documentation of revenue obtained from student payments, Federal reimbursement, food sales to adults, other sources, including loans to the program, and all a-la-carte sales.
- l. Food Service expenditures (supported by invoices, receipts, or other evidence of expenditures) for food, labor, and other expenditures, including repayment of loans of the program.
- m. Procurement documentation in support of the selection of an organization or company for any and all aspects of food services as they relate to the Programs outlined in this agreement. This shall include all required documentation to support the School Food Authority's assurance that proper federal and local procurement procedures were followed.

## **REQUIREMENTS FOR SFA PARTICIPATION NSLP AFTERSCHOOL SNACKS PROGRAM (ASP)**

The National School Lunch Program (NSLP) offers cash reimbursement to help schools serve snacks to children in after-school activities aimed at promoting the health and wellbeing of children and youth in our communities. A school must provide children with regularly scheduled activities in an organized, structured and supervised environment, and include educational or enrichment activities (e.g., mentoring or tutoring programs). Competitive interscholastic sports teams are not an eligible after-school program. The programs must meet state or local licensing requirements, if any, and state or local health and safety standards. All programs that meet the eligibility requirements that participate in NSLP may receive USDA reimbursement for after school snacks.

1. In order to be reimbursed, the snacks must contain at least two different components of the following four: a serving of fluid milk; a serving of meat or meat alternate; a serving of vegetable(s) or fruit(s) or full-strength vegetable or fruit juice; a serving of whole grain or enriched bread or bread alternate or cereal.
2. An after-school care program site is “area eligible” if it is located at a school or in the attendance area of a school where at least 50 percent of the enrolled children are eligible for free or reduced-price meals. For example, if a high school with less than 50 percent free or reduced-price school enrollment is located in the attendance area of a middle school that has 50 percent or more of the enrolled children eligible for free or reduced price meals, then the afterschool care program located in the high school would be area eligible.
3. Snacks served in afterschool care programs that are “area eligible” will be reimbursed at the free rate, regardless of an individual student’s eligibility for free or reduced-price lunches. Snacks served in afterschool care programs that are not area eligible will be reimbursed at the free, reduced-price or paid rate depending on each individual’s eligibility for free or reduced-price meals based on Income Eligibility Forms (IEFs). SFA can claim no more than one snack per child per day. Reimbursement rates are announced each year in July.

## **REQUIREMENTS FOR SFA PARTICIPATION IN FOOD DISTRIBUTION PROGRAM**

Each year as part of the Food Distribution Program, the United States Department of Agriculture (USDA) allocates entitlement funds to the Office of the State Superintendent of Education, as the State Agency for the District of Columbia administering the National School Lunch Program (NSLP). These funds are intended to help offset the cost of serving NSLP compliant Breakfasts, Lunches and After-School Snacks to school children by providing quality food which an SFA would otherwise have to pay for as part of its’ nonprofit school food service.

This annual USDA Planned Assistance Level (PAL), often referred to as Entitlement, is made available to eligible Recipient Agencies or School Food Authorities for purchasing USDA Foods. The entitlement is based on the number of lunches claimed in the NSLP between July 1 and June 30 of the previous school year. SFA’s are normally not eligible for the Food Distribution during their first year of participating in the NSLP.

**THE SFA, referred to as RECEIPT AGENCY in this section, HEREBY AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. USDA donated foods, sometimes referred to as Commodities, hereinafter referred to as USDA Foods for the purpose of this agreement means all USDA donated foods regardless of pack size, whether processed or not, and any fresh produce ordered with entitlement funds through the DoD Fresh Fruit and Vegetables Program (DOD FFVP). As such, USDA Foods will be requested and accepted only in such quantities as can be utilized in qualified meal service without waste and within the limits specified by the State Agency and/or stored for future use in amounts which can be utilized within a six month period. Each recipient agency will be responsible for controlling its own inventory.
2. USDA Foods received under this agreement will be used solely for the benefit of those persons deemed eligible under the program(s) indicated above. Under no circumstance will USDA Foods be sold, traded, exchanged, or otherwise disposed of without prior written approval by the State Agency.
3. Normal food expenditures will not be reduced because of the receipt of USDA Foods, except that this provision shall not apply to the distribution of USDA Foods under Section 6 of the National School Lunch Act. The State Agency may request in writing periodic proof that food expenditures are not being reduced because of the receipt of these USDA Foods.
4. Facilities for proper storage of all USDA Foods requested and accepted will be provided by the Recipient Agency in accordance for 7 CFR 250.14. Facilities shall safeguard against theft, spoilage, and other loss. The USDA Food must be used in a First-In-First-Out manner. All USDA Foods should be stored on the premises of the Recipient Agency. Whenever other storage is needed, a commercial warehouse, distributor, or other State Agency approved facility should be used. The Recipient Agency must maintain records at all times showing quantities of USDA Foods (lot number, contract numbers, etc.) stored off premises. The State Agency must be notified in writing as to the location of all USDA Foods stored off premises so that at all times the State Agency's records and the Recipient Agency's records will show where USDA Foods are being stored. The Recipient Agency is held responsible for any loss resulting from negligence due to the acceptance of USDA Foods in greater quantities than can be efficiently utilized or from improper use, storage, care, or handling. The Recipient Agency may be asked to replace any such loss of USDA Foods or to pay the State Agency the value of the USDA Food loss as determined by the State Agency.
5. The Recipient Agency agrees to furnish, at all times, sufficient competent help and proper transportation, regardless of the size of the recipient agency, to ensure prompt pick-up of USDA Foods at the time and place specified for distribution. The Recipient Agency agrees to assume full responsibility for removal of USDA Foods at the distribution site, and further agrees that no claim of any kind will be made against the State Agency or USDA for any personal injury received during the removal of such USDA Foods. Each Recipient Agency is required to appear at the distribution site at the time specified or it may not be possible for the Recipient Agency to receive its distribution. Failure to appear also may hamper future participation under this program.
6. Schools receiving such USDA Foods shall not discriminate against any child because of his or her inability to pay the full price of the meal.
7. Funds accruing from the sale of containers in which USDA Foods are received will be used solely for program purposes.

- 8.** Records pertaining to the receipt and utilization of USDA Foods will be kept for a period of five years, from the close of the Federal fiscal year to which they pertain, or longer if related to an audit or investigation in progress. Reports will be furnished to the State Agency as required. As a minimum, the records will contain:

  - a.** Records showing receipt of all USDA Foods
  - b.** A perpetual storeroom inventory showing receipts, issues, contract numbers, and dates supporting these transactions; a separate record will be maintained for each commodity whether stored on or off the premises.
  - c.** Daily tabulation of meals served under this program, showing separate entries for 1) eligible recipients; 2) staff; 3) other persons served; 4) totals for the month; 5) totals for the year.
  - d.** A record showing an actual monthly physical inventory of USDA Foods on hand.
  - e.** An accounting of all funds derived from the sale of empty commodity containers
  - f.** Schools will keep daily records of meals served to children as per program requirements.
- 9.** Representatives of the USDA and the State Agency may inspect USDA Foods in storage on school premises, or the facilities used in the handling or storage of such USDA Foods, and may inspect and audit all records, including financial records pertaining to foodservice in general, including financial records and reports pertaining to the USDA Foods, and may review or audit the procedures and methods used in carrying out the requirements of this agreement. Failure to maintain the required records may result in suspension and/or termination of this agreement immediately or enforce a period of suspensions upon the Recipient Agency when there is evidence of failure to comply with terms of the agreement. The suspension shall remain in effect until satisfactory determination has been made. Further evidence of failure to comply with any or all of the terms of this agreement may result in permanent suspension from the program. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the State Agency either (a) to utilize, without waste, all remaining inventories of USDA Foods in accordance with the provisions of this agreement or (b) to return such USDA Foods to the State Agency to record final disposition of such USDA Food inventories. All records pertaining to the USDA Foods program shall be retained for period of not less than five years from the actual date of termination of the agreement. During this time, the Recipient Agency is subject to audit by the representatives of USDA and the State Agency. Either Agency may terminate this agreement by giving a 30 day notice in writing to the other party.
- 10.** The Recipient Agency agrees to keep all personnel handling the program (the one who signed the agreement, the person or persons authorized to sign offers and receipts for USDA Foods, and the person or persons handling the food service) adequately informed of the rules and regulations governing the program by making available to these persons a copy of the approved agreement in addition to all letters and circulars pertinent to the operation of the program. The Recipient Agency further agrees to notify the State Agency of any changes in the personnel handling the program.
- 11.** The Recipient Agency agrees to inform the State Agency of any proposed changes in the type of management of the food service. If the services of a food service company are to be employed, the State Agency must be notified at once and furnished a copy of the proposed contract so that eligibility or continuance in the program can be determined.
- 12.** No USDA Foods will be received from any other source, except when prior approval has been received by the Recipient Agency from the State Agency.

- 13.** The Recipient Agency agrees to accept charges incurred by the State Agency on behalf of the Recipient Agency to cover costs of transportation, storage, handling, etc., of USDA Foods whenever such changes cannot be taken care of in any other satisfactory manner.
- 14.** The Recipient Agency hereby certifies that institutions, if private, are non-profit and exempt from Federal income tax under the Internal Revenue Code, as amended. The Recipient Agency certifies that institutions, are licensed as defined in 7CFR 210.2.
- 15.** If the Recipient Agency is a detention/correctional facility or reform school, the Recipient Agency hereby agrees to provide rehabilitation/instructional programs which will prepare participants/detainees for return to general society. Activities considered rehabilitative are as follows:
  - a.** Academic courses at elementary, high school, college or postgraduate levels, including study release programs.
  - b.** Vocational education or training in formal courses or on-the-job training in trades.
  - c.** Employment experiences involving acquisition, maintenance, or improvement of trade or professional skills including work release programs.
  - d.** Clinical or counseling services such as psychiatric therapy and psychological or other counseling, including religious/chaplainry services.
  - e.** Health therapy treatment of physical handicaps including drug or alcohol addiction which may have contributed to a detainee breaking the law.

The Recipient Agency certifies that the instructions meet the above eligibility criteria, and will provide a detailed description of the rehabilitative activities to the State Agency upon request.

- 16.** Transfer of Title does not occur until the USDA Food is received and accepted by the Recipient Agency on its' premises or one of its contracted storage/distribution locations. This only allows the Recipient Agency to utilize the USDA Foods for its' intended program purposes. If the Transfer of Title has occurred the Recipient Agency is not authorized to sell, trade, give away, or otherwise dispose of the USDA food without written approval from the State Agency.
- 17.** Recipient Agencies who have any meals prepared on site by a Food Service Management Company (FSMC) or have any meals prepared and delivered by a FSMC, food vendor or other authorized meal provider may elect to turn over some or all of its' USDA Foods to the entity solely for use in the preparation of eligible meals as determined by the regulations of the applicable Food Distribution Program (TEFAP or Child Nutrition Program (NSLP, CACFP, FSMP) provided that all of the below conditions are met:
  - a.** Title of the USDA Foods is first transferred to the Recipient Agency. Transfer of title means the Recipient Agency physically has either received the USDA Foods in one or more of its' facilities or USDA Foods are delivered to a warehouse or distributor which the Recipient Agency has contracted with for storage and/or distribution of USDA Foods and commodity end products.
  - b.** The entity must credit the Recipient Agency for the full USDA value of all USDA Foods received during the program year regardless of whether the full USDA value is returned to the Recipient Agency in the form of meals or finished products to the school. The Recipient Agency must provide documentation upon request of all credits for the program year to date.

- c. The Value of USDA Foods will be determined by any of the following that apply if a direct-ship item, the final USDA purchase price as listed in the USDA Web Based Supply Chain Management system (WEBSCM).
    - i. If a further processed end-product, the approved USDA Summary End Product Data Schedule (SEPDS) contract value of the USDA Food for the year the drawdown occurred.
    - ii. If a DOD FFVP item, the price listed on the DoD\USDA Fresh Fruits and Vegetables Order Receipt System (FFAVORS) Order/Receipt form for the period in which the delivery occurred.
  - d. If at the end of the contract period between the Recipient Agency and the FSMC or if the contract is ended earlier by either party and there is a balance of USDA Food in the possession of the FSMC, the FSMC will at the discretion of the Recipient Agency either:
    - i. Return the balance of USDA Foods to the Recipient Agency
    - ii. Transfer the balance of USDA Foods to or allow the pickup from the Recipient Agency's new FSMC or
    - iii. At the discretion of the State Agency pay or credit the Recipient Agency for the value of the remaining USDA Foods.
  - e. The Recipient Agency must include in any contract it enters into for storage and distribution of USDA Foods, provisions to allow for inspections of the USDA Foods and facilities reasonable times by the Recipient Agency, the State Agency, and/or USDA representatives.
- 18.** Recipient Agencies served by FSMCs which order USDA Foods at the request of their FSMC or which delegate ordering authority to their FSMC, from the State Agency perspective are still responsible for any such payment which may become due from any processor, distributor, or other storage or delivery service.. The recipient agency should have provisions in the agreement/contract with their FSMC to obligate the FSMC to either credit the Recipient Agency or allow the FSMC to make any such payments directly for any Non-Entitlement Produce ordered. The FSMC should also be obligated to provide proof of any such credits or payments.
- 19.** USDA Foods which are found to be damaged or out-of-condition and are declared unfit for human consumption by Federal, State or local health officials, or by other inspection services or persons deemed competent by the USDA, shall be disposed of in accordance with instructions of the USDA and/or the State Agency. Such instructions may direct that unfit donated food be:
- a. Sold in a manner prescribed by the State Agency with the net proceeds thereof remitted to the State Agency;
  - b. Sold in a manner prescribed by the State Agency with the proceeds thereof retained for use in accordance with the provisions of § 7 CFR 250.15(f);
  - c. Used in such manner as will serve a useful purpose as determined by the State Agency; or
  - d. Destroyed in accordance with applicable sanitation laws and regulations.
- 20.** The State Agency reserves the right to increase or decrease a Recipients Agency's Federal Entitlement Allocation and/or USDA Food Allocation at any time based on past and current utilization to ensure that the allocations will be reasonably utilized in a given program year. A Recipient Agency's under-utilization of its allocations during a program year does not automatically entitle the Recipient Agency to carryover and utilize the balance in the following program year.
- 21.** The Food Distribution Program is a cashless Federal Entitlement program. This is not a grant program. The amount indicated in any estimated or actual Entitlement notice is not a guarantee that the value indicated will be received. The Recipient Agency does not receive any benefit until Transfer of Title of USDA Foods occurs. Therefore, Recipient Agencies are responsible for reporting only the actual value of USDA Foods received to its respective authorities, auditors, etc.

**Nothing contained in this agreement shall prevent the State Agency from imposing additional regulations which are not inconsistent with the intent of the program.**

**REQUIREMENTS FOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM**

The Child and Adult Care Food Program (CACFP) is a federal program that serves nutritious meals and snacks to eligible children and adults who are enrolled for care at participating child care centers, day care homes, and adult day care centers. CACFP also provides meals and snacks to children and youth who participate in afterschool care programs or reside in emergency shelters.

CACFP sponsors may claim reimbursement for a maximum of either two meals and one snack or two snacks and one meal per participant per day. Meals claimed for reimbursement must meet the CACFP meal pattern requirements and must be served to enrolled participants in approved settings.

In order to carry out the purpose of Section 17 of the National School Lunch Act, as amended, and the Regulations governing the Child and Adult Care Food Program (CACFP) issued there under (7 CFR Part 226) (current regulations made be found at: <http://www.fns.usda.gov/cnd/Care/Regs-Policy/policy.htm>), the "State Agency" and the Institution, whose name and address appear above, agree as follows:

The Institution: Represents and warrants that it will accept final administrative and financial responsibility for total CACFP operations at all homes, centers, at risk after school programs, emergency shelters, or proprietary Title XIX and Title XX centers referenced in Section B. Understands and agrees that any publications by the Institution may be freely copied by the State agency or by other institutions under the CACFP.

Certifies as to the number of private for-profit adult care centers or child care centers under its auspices that received amounts granted to the State under Title XIX (adult centers) or Title XX (child care centers or adult care centers) of the Social Security Act for at least 25% of each center's enrolled participants or 25% of each center's licensed capacity (child care centers only) during the month preceding application to the program (or at those times authorized by the U.S. Congress, for child care centers only, 25% of each center's enrolled participants or 25% of each center's licensed capacity, are eligible for free or reduced price school meals); and shall continue to certify and provide such information in each succeeding month. Proprietary institutions shall not claim reimbursement for meals served under the CACFP in any month for any proprietary centers that do not meet these criteria. If an institution is a for-profit sponsoring organization, it also certifies that all centers under this agreement have the same legal identity as the Institution. Institutions operating adult care centers shall not claim reimbursement for meals under the CACFP which are also claimed under Title III.

The "State agency" and the Institution Mutually Agree: To comply with and meet all responsibilities and all policies, instructions, and procedures established by the "State agency" in accordance with the CACFP regulations. That representatives of the Department and/or the Office of the Inspector General may make announced or unannounced reviews of their operations during the institution's normal hours of child or adult care operations, and that anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

That the institution will be reimbursed under the following methods: child or adult care centers, outside-school hours care centers, at risk after school programs, emergency shelters: "claiming percentage or actual count". For sponsoring organizations of day care homes: according to the payment rates for administrative costs and according to the full food service payment rates.

## **CERTIFICATION STATEMENTS**

As part of this agreement, institutions must submit certifications regarding participation in other publicly funded programs. The required certification statements listed below must be completed. Institutions and individuals providing false certifications will be placed on a National Disqualified list maintained by the U.S. Department of Agriculture (USDA) and will be subject to any other applicable civil or criminal penalties.

I CERTIFY that, within the last seven years, neither the institution nor any agency employee or board member has been convicted of a criminal offense; and that no agency employee or board member has been associated with an organization terminated from CACFP for failure to correct serious deficiencies.

I CERTIFY that, during the last seven years, neither the institution nor any of its principals have been convicted of any activity that indicated a lack of business integrity. Activities that indicate a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims or obstruction of justice.

I CERTIFY that this institution has not been disqualified from participation in any other publicly-funded program for violating that program's requirements. "Publicly-funded program" means any program or grant funded by Federal, State or local government.

I FURTHER CERTIFY that the information on the this application is true to the best of my knowledge; that I will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all facilities under my sponsorship; and that reimbursement will only be claimed for meals served to enrolled participants at the approved food service facilities and that these facilities have the capability for the meal service planned for the number of participants anticipated to be served. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

## **REQUIREMENTS FOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM**

The State agency and sponsor shall comply with all provisions of 7 CFR Parts 225 and 245 and current policy issued by the USDA Food and Nutrition Service. The State agency is required to provide training to sponsors and monitor sponsor operations in accordance with 225.7 and provide appeal rights in accordance with 225.13. The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the Program;
2. To operate a nonprofit food service;
3. To serve meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor;
4. To serve the same meals to all children;
5. To serve meals without cost to all children, except that camps, as defined in 7 CFR §225.2, may charge for meals served to children who are not served meals under the Program;
6. To Issue a free meal policy statement in accordance with 7 CFR §225.6;
7. To meet the training requirement for its administrative and site personnel as required under 7 CFR §225.15(d)(1);

8. To claim reimbursement only for the type(s) of meals specified in this agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR §225.2, shall claim reimbursement only for the type(s) of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This Agreement and each annual update hereafter 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 State Agency;
9. To submit claims for reimbursement as specified in 7 CFR §225.9;
10. 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;
11. To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7CFR Part 250 (Commodity Food Distribution Program);
12. To have access to facilities necessary for storing, preparing and serving food;
13. To maintain a financial management system as prescribed by the State Agency;
14. Upon request, to make all Program accounts and records available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
15. To maintain all Program records 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; and
16. To maintain children on site while meals are consumed.

**ASSURANCE OF CIVIL RIGHTS COMPLIANCE FOR NSLP, SBP AND SMP**

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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.

## **ASSURANCE OF CIVIL RIGHTS COMPLIANCE FOR CACFP AND SFSP**

The SFA hereby assures that the Program(s) will be operated in compliance with all applicable Civil Rights Laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), all provisions required by the implementing regulations of the United States Department of Agriculture, Department of Justice Enforcement Guidelines and Food and Nutrition Services (FNS) directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which the SFA received Federal financial assistance from FNS. The SFA hereby gives assurance that it will immediately take 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, loans of Federal funds, reimbursable, expenditures, grant or donation of Federal property and interest in property, the detail 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 the Federal financial assistance extended to the SFA by USDA or the SA. This includes any Federal agreements, arrangement, or other contact that has as one of its purpose the provisions of assistance such as food, cash assistance for the purpose of food, or any other financial assistance extended in reliance of the representations and agreements made in this assurance.

By providing this assurance, the SFA agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the non-discrimination laws and permit authorized USDA and SA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the non –discrimination laws. If there are any violations of this assurance, the USDA and/or SA shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the SFA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA or SA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA.

## **USDA CIVIL RIGHTS NON-DISCRIMINATION STATEMENT**

### **The following statement must also be included for all schools and institutions:**

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**Also, the District of Columbia Human Rights Act, approved December 13, 1977 (DC Law 2-38; DC Official Code §2-1402.11(2006), as amended) States the following:  
Pertinent section of DC Code § 2-1402.11:**

It shall be an unlawful discriminatory practice to do any of the following acts, wholly or partially for a discriminatory reason based upon the actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, or political affiliation of any individual. To file a complaint alleging discrimination on one of these bases, please contact the District of Columbia's Office of Human Rights at (202) 727-3545.

Residential child care institutions which are not licensed to accept individuals with certain kinds of disabilities and therefore, feel they are unable to make this statement, may provide the State Agency with the following statement:

*This institution is primarily a special agency for \_\_\_\_\_, and geared only  
\_\_\_\_\_*  
*(State the services that you provide)*

*to take care of those types of conditions. Individuals with other disabilities will be referred to another institution with appropriate services.*