

**SUMMER FOOD SERVICE PROGRAM PERMANENT  
 AGREEMENT/POLICY STATEMENT**

**I. GENERAL INFORMATION**

Name of Sponsoring Agency:	Mailing Address (Street, City, State, Zip):	Agreement No:
Authorized Representative:	Title:	Telephone (Area Code/No.)

**II. POLICY STATEMENT FOR MEALS SERVED**

THE SPONSOR ASSURES the Department of Education Nutrition Services 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, disability, sex, national origin, or age, and that there is no discrimination in the course of the food service.

THE SPONSOR FURTHER ASSURES the Department of Education Nutrition Services the sponsor's jurisdiction which are using individual enrollment to document areas in which poor economic conditions exist and by camps using Income Eligibility Forms to document children's eligibility, the standard of determining eligibility for participation in the SFSP shall be in conformity with the State Agency's household size and income eligibility standards for free and reduced priced school meals or that case numbers are used for children from Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), or for a child participating in the Food Distribution Program on Indian Reservations (FDPIR). Unless an alternate method is approved by the State Agency, the sponsor agrees to use the SFSP Income Eligibility Form supplied by the State Agency to obtain household size and income information or a master case number for SNAP, TANF or FDPIR from the households of children enrolled in SFSP.

**III. 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 named is in compliance with the audit requirements stated in 2 CFR Part 200 Subpart F §200.501.
2. I understand that information is being given in connection with the receipt of federal funds and that deliberate misrepresentation or withholding of information may be subject to prosecution under applicable State and Federal criminal statutes.
3. 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 sites(s) also serve non-migrant children, it is understood that the site must serve predominately migrant children.
4. If the applicant operates 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 Part 225.14(d)(3).
5. I agree to abide by the terms and conditions of the Annual SFSP Application and Permanent SFSP Agreement and Policy Statement.

**IV. SIGNATURES**

Signature of Authorized Representative:	Signature of Sponsor Contact:
Title of Authorized Representative:	Title of Sponsor Contact:
Date (Month/Date/Year)	Date (Month/Date/Year)

**V. INSTRUCTIONS**

**Sign both copies and retain one copy for your files. Return the other copy with original signatures 15 days prior to the start of your program to:**

Nebraska Department of Education, Nutrition Services SFSP, 301 Centennial Mall South, P.O. Box 94987, Lincoln, NE 68509-4987

## VI. AGREEMENT

**PERMANENT AGREEMENT INTENTION:** Describing this agreement as “permanent” is intended solely to convey that the agreement has no predetermined expiration date. In no way does this feature of the agreement create contractual obligations beyond those described in the agreement, nor does it preclude either party from terminating the agreement in accordance with SFSP regulations. Once in place only annual updates to the application are required.

In order to carry out the purpose of Section 13 of the National School Lunch Act, (42 U.S.C. 1751) as amended, and the regulations governing the Summer Food Service Program for Children CFDA No. 10.559, issued under 7 CFR Part 225, referred to as the “SFSP,” the United States Department of Agriculture (USDA) the awarding agency, through the Nebraska Department of Education, referred to as the State Agency and the Sponsor whose name and address appear above promise and agree as follows:

### The State Agency:

- 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 USDA.
- 2) Shall maintain SFSP eligibility by geographic area or school free and reduced percentage data for sites that are not camps.
- 3) Shall maintain SFSP eligibility by geographic area or school free and reduced percentage data for closed enrolled sites in eligible areas as long as the waiver for closed enrolled site eligibility is in effect.
- 4) Shall terminate the 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 of the SFSP.
- 5) Shall inform the Sponsor of its rights to request a review of decisions made by the State Agency which affect the participation of the Sponsor in the SFSP or the Sponsor’s claim for reimbursement.
- 6) Shall notify local health departments of SFSP Sponsor operations and site locations.
- 7) Provide public announcements to local newspapers regarding the operation of SFSP feeding sites.

### The Sponsor:

- 1) Operates a nonprofit food service during the approved dates of operation.
- 2) Accepts final financial and administrative responsibility for total program operations and directly operate all sites with approved application(s).
- 3) Understands and agrees that the user name and password are used to authenticate the identity of the Sponsor using the SFSP web application. The username and password serve as a legally binding electronic signature and must be kept confidential. The Sponsor understands and agrees that it is accountable for the truth and accuracy of the electronic transfer of information as well as information submitted in hard copy.
- 4) Except as otherwise approved by the State Agency in accordance with SFSP regulations, serve meals that meet the requirements set forth in Section 225.16 during the

meal service times approved by the State Agency and offer the same meals to all children.

- 5) Maintain records regarding receipt of USDA Foods. Inventory records should be kept to the extent needed to accurately identify SFSP costs. Eligible agencies will request USDA Foods in such quantities as can be consumed without waste. Payment will be made by the Sponsor for within-state transportation. Facilities for handling, storage, and use of USDA Foods shall serve to properly safeguard against theft, spoilage, and other loss. USDA Foods will not be stored in private homes.
- 6) Maintain a financial management system for the SFSP.
- 7) Maintain full and accurate records to serve as a basis for the monthly claim 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. The sponsor's records shall be available at all times for inspection and audit by representatives of the Secretary, the Comptroller General of the United States, and the State agency for a period of three years following the date of submission of the final claim for reimbursement for the fiscal year for audit or for administrative review at a reasonable time and place within the State of Nebraska.
- 8) Document site eligibility: (i.) Camps and closed enrolled sites that do not establish SFSP eligibility by geographic area must maintain Income Eligibility Forms (IEFs) 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 SFSP) on file to document that enrolled children claimed for meal reimbursement are income eligible.
- 9) Meet the training requirement for administrative and site personnel as required under Section 225.15(d) (1).
- 10) Records to be kept include:
  - a. MEALS
    - a. Daily number of meals served to eligible children by type of meal. Meal counts taken at point of service.
    - b. Daily listing of meals served to adults, by type of meal.

- c. Menus or daily production records for sites with self-prepared meals; or delivery slips for meals vended to sites.

PROGRAM INCOME

- a. From Federal reimbursement
- b. From payments made for adult meals
- c. From all other sources

PROGRAM EXPENDITURES

- a. All receipts for purchases of food and other items used for SFSP
- b. For labor
- c. For administrative expenses
- d. For rental of equipment (requires State Agency approval)
- e. For all other SFSP expenses

ADMINISTRATIVE RECORDS

- a. Sponsor visit(s) and site review(s):
    - Pre-operational site visit form(s)
    - First week visit form(s)
    - Site review form(s)
    - Ethnic and racial data form(s)
  - b. Training session(s) for administrative and site personnel.
  - c. If contracting for meal service, submit a signed contract and menus for SFSP meals (School districts that contract food service operations during the school year should include SFSP in their current contract or have an addendum).
  - d. Supporting documentation for purchases made through the competitive bid process or other formal purchasing methods.
  - e. Copies of any media releases and outreach.
- 11) Claim for reimbursement only for those types of meals approved by the State Agency and served without charge to children who meet the SFSP'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 income eligible. No changes may be made in the serving times of any meal unless approved by the State Agency.
- 12) Submit claims for reimbursement in accordance with procedures established by the State Agency and those stated in Section 225.15(c).
- 13) Supervise children on site while meals are consumed.
- 14) 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.
- 15) 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 42.35 - 39 and 50 and FNS directives or regulations issued pursuant to that Act and the regulations, to the

effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Sponsor received Federal financial assistance through the State Agency; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

**General Assurances**

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 State Agency. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, Supplemental Nutrition Assistance Program (SNAP), 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 Sponsor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA and State Agency 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, and the State Agency 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 State Agency.

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

**The State Agency 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" shall be part of this agreement.
  3. Sites may be added or deleted with State Agency approval.
  4. For the purpose of this agreement, the following terms shall mean respectively:
    - A. Administrative expenses: Costs incurred by a Sponsor related to planning, organizing, and managing a food service under the SFSP, and excluding interest 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: The local areas from which a site draws its attendance in which at least 50 percent of the children are eligible for free or reduced price school meals under the National School Lunch Program and the School Breakfast Program, as determined (i) by information provided from departments of welfare, education, zoning commissions, census tracts, and organizations determined by the state agency to be migrant organizations. (ii) by the number of free and reduced price lunches or breakfasts served to children attending public and nonprofit private schools located in the areas of program sites, or (iii) from other appropriate sources; or an enrolled program in which at least 50 percent of the children at the site are eligible for free or reduced price school meals as determined by income eligibility forms.
    - 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.
    - 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 the agreement.
    - G. Operating costs: The cost of operating a food service under the SFSP. Including (i) cost of obtaining food, (ii) labor directly involved in the operation and service of food, (iii) cost of nonfood supplies, (iv) rental and use allowances for equipment and space, and (v) costs for transporting children in rural areas to feeding sites in rural areas, but excluding (i) the cost of the purchase of land, acquisition or construction of buildings, (ii) alteration of existing buildings, (iii) interest costs, (iv) the value of in-kind donations, and (v) administrative costs.
    - H. Private nonprofit: Tax exempt under the Internal Revenue Code of 1986, as amended.
    - I. 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.
    - J. Self-preparation sponsor: The sponsor prepares the meals which will be served at its site(s).
    - K. Session: A specified period of time during which an enrolled group of children attend camp.
    - L. Site: A physical location at which a sponsor provides a food service for children and at which children consume meals in a supervised setting.
    - M. 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 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 SFSP.
- This is a Permanent Agreement between the Sponsoring Agency listed on page one and the Nebraska Department of Education Nutrition Services (State Agency) for participation in the Summer Food Service Program (SFSP) for children. The USDA regulations governing this program are 7 Code of Federal Regulations Part 225. This agreement shall remain in effect until it is amended by the State Agency or terminated by either party.
- The State Agency's agreement to reimburse the sponsor is conditional upon the continued availability of funds appropriated for SFSP purposes from USDA, and no legal liability on the part of the government for the payment of any money shall arise unless and until appropriations have been provided.

The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties.

## VII. 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 for 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 not 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

This agreement may be terminated upon (ten) 10 days written notice on the part of either party hereto, and the State Agency 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.

As established by Section 225.11(c) of SFSP regulations:

1. The State Agency shall terminate the Sponsor 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 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; and
  - 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 Section 225.16 (c) unless a waiver for meal service times is in effect;
    2. Failure to maintain adequate records;  
Failure to adjust meal orders to conform to variations in the number of participating children;
    3. The simultaneous service of more than one meal to any child;
    4. The claiming of SFSP payments for meals not served to participating children;
    5. Service of a significant number of meals which did not include required quantities of all meal components;
    6. Excessive instances of off-site meal consumption;
    7. 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 provisions above shall be allowed to appeal in accordance with Section 225.13.

Nebraska Department of Education  
Nutrition Services  
301 Centennial Mall South  
P.O. Box 94987  
Lincoln, NE 68509-4987

NDE 01-044  
3/2019

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, (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.