OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Child Nutrition Services
Old Capitol Building, PO BOX 47200
OLYMPIA WA 98504-7200
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# SUMMER FOOD SERVICE PROGRAM
## Agreement Between Sponsor and OSPI

| Name and Mailing Address of Sponsor (include zip code). | TAX IDENTIFICATION NUMBER |
|---|---|
| | DUNS NUMBER |

In order to carry out the purpose of Section 13 of the National School Lunch Act (42 USC 1761) as amended, and the regulations governing the Summer Food Service Program for Children issued thereunder 7CFR Part 225 (hereinafter referred to as the "Summer Program"), the Office of Superintendent of Public Instruction (hereinafter referred to as OSPI), and the sponsor whose name and address appear above covenant and agree as follows:

THE SPONSOR

Represents and warrants that it will accept the following responsibilities for program operations as noted in 7 CFR:

1. Operate a nonprofit food service during any period from May through September for children on school vacation; or if year round school, during the intersession period if the period is at least three weeks.
2. 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, and serve the same meals to all children.
3. Serve meals without cost to all children, except that 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 7 CFR 225.6(c).
5. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1).
6. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the type or types of meals specified in the agreement and served without charge to children who meet the program's income standards. The agreement 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 OSPI.
7. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in 7 CFR 225.9.
8. 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 as required in 7 CFR 225.16(a).
9. 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 of Agriculture.
10. Have access to facilities necessary for storing, preparing, and serving food.
11. Maintain a financial management system as prescribed by OSPI.
12. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3).
13. Upon request, make all accounts and records pertaining to the Summer 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.
14. Maintain children on site while meals are consumed.
15. Retain final financial and administrative responsibility for its program.

## The Sponsor

HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7CFR Part 15), Department of Justice (28CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act of the regulations, to the effect that no person in the United States shall, on the basis of race, color, national origin, sex, age, or disability be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Applicant received federal financial assistance from OSPI; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

HEREBY AGREES TO COMPLY WITH THE AUDIT REQUIREMENTS OF THE PROGRAM.

An audit must be submitted to OSPI as part of the application process if the total amount of federal funds expended in the previous fiscal year was $750,000 or more.

All institutions required to submit an audit must have an organizationwide audit (also known as a single audit) made in accordance with Circular A-133. However, nonprofit institutions exceeding the above mentioned dollar amounts but receives federal funds under only one program have the option of having a program specific audit.

Institutions expending less than the above mentioned figures are exempt from federal audit requirements, but must maintain records which are subject to review.

Audits shall usually be done annually but in no case shall be done less often than every two years.

Audit reports are due within 30 days after completion of the audit. Audits are to be completed and reports submitted not later than nine (9) months after the end of the institution's fiscal year.

HEREBY AGREES to receive reimbursement from OSPI by direct deposit. The sponsor agrees to promptly provide OSPI with the information required to effect a direct deposit.

HEREBY AGREES that the information submitted on the site information sheets, the agreement, request for advance payments, or claims for reimbursement is true and correct.

HEREBY AGREES to comply with collection procedures set forth by RCW 19.16.500. Collection of funds owed to OSPI as a result of an overpayment of claims or an advance (or any other situation resulting in an overpayment made to the sponsor by OSPI) shall comply with the following:

(1) Venue. The venue of any action arising out of this Agreement shall be in Thurston County, Washington.

(2) Governing Law. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

(3) In the event collection efforts become necessary, the sponsor agrees that it is liable for all costs associated with such collection activity including, but not limited to, court costs, attorney's fees, and allowable interest. If the amount owing is referred to a licensed collection agency, a collection fee shall be assessed pursuant to RCW 19.16.500 in an amount up to 50% of the balance owed at the time of assignment.

The Assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from OSPI. The person or persons whose signatures appear below are authorized to sign this Assurance on the behalf of the Applicant.

## OSPI

Agrees to reimburse the sponsor in connection with meals served in accordance with regulations under the Summer Program to approved sites during the period stated above.

Shall terminate a sponsor's participation in the Summer Program by written notice whenever it is determined by OSPI that the sponsor has failed to comply with the rules of the Summer Program.

Shall inform the sponsor of its right to request a review of decisions made by OSPI which affect the participation of a sponsor in the Summer Program and the sponsor's claim for reimbursement.

## THE SPONSOR AND OSPI MUTUALLY AGREE

To comply with and meet all responsibilities and requirements set forth in 7CFR, Part 225, Summer Food Service Program regulations.

## CERTIFICATION STATEMENT

I CERTIFY THAT THE INFORMATION ON THIS APPLICATION AND THE REQUIRED ATTACHMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT ALL SITES LISTED HAVE BEEN VISITED OR WILL BE VISITED PRIOR TO THE START OF PROGRAM OPERATIONS AND THAT REIMBURSEMENT MAY ONLY BE CLAIMED FOR APPROVED MEALS AT SITES APPROVED BY OSPI AND AT TIMES APPROVED BY OSPI. 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.

THE APPLICATION AND ATTACHMENTS ARE PART OF THIS AGREEMENT.

SIGNATURE ON BEHALF OF SPONSOR

Sponsor: _____

By: _____
Signature of Sponsor Official

_____ _____
Print Name and Title Date

**FOR OSPI USE ONLY**

SIGNATURE ON BEHALF OF SUPERINTENDENT OF PUBLIC INSTRUCTION

_____ _____
Director, Child Nutrition Programs or
Supervisor, Summer Food Service Program Date:

NO MONIES OR OTHER BENEFITS MAY BE PAID OUT UNDER THE SUMMER PROGRAM UNLESS THIS AGREEMENT AND ALL OF ITS PARTS ARE COMPLETED AND FILED AS REQUIRED BY EXISTING REGULATIONS (7CFR PART 225)