OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Child Nutrition Services
Old Capitol Building
PO BOX 47200
OLYMPIA WA 98504-7200
(360) 725-6200 TTY (360) 664-3631

SPECIAL MILK PROGRAM AGREEMENT FOR SUMMER CAMPS
SUMMER 2016

_____, Tax Identification No. _____, hereinafter referred to as the "SPONSOR," applies to the Office of Superintendent of Public Instruction for participation in the Special Milk Program.

In order to effectuate the purposes of the Special Milk Program and Child Nutrition Acts, as amended, and the agreements between the United States Department of Agriculture, hereinafter referred to as the Department, and the Office of Superintendent of Public Instruction, this agreement is entered into between the Office of Superintendent of Public Instruction, state of Washington, hereinafter referred to as the State Agency and the sponsor located in _____ County, state of Washington.

The STATE AGENCY agrees to make federal funds available to the Sponsor for the Special Milk Program operated by it as designated above in accordance with requirements and regulations for the program. The CFDA # is 10.556.

The Sponsor and participating sites under its jurisdiction shall comply with all provisions of 7 CFR Part 215, as well as part 245.

Each Sponsor shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit milk service and observe the limitations on the use of nonprofit milk service revenues set forth in section 215.7.

2. Limit its net cash resources to an amount that does not exceed 3 months' average expenditures for its nonprofit milk service or such other amount as may be approved by the State Agency.

3. Maintain a financial management system as prescribed under section 215.7.

4. Comply with the requirements of the Department's regulations regarding financial management (2 CFR Part 200).

5. Claim reimbursement at the assigned rates only for milk served in accordance with the agreement.

6. Submit Claims for Reimbursement in accordance with section 215.10.

7. Comply with the requirements of the Department's regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b).

8. Make no discrimination against any child because of his or her inability to pay the Sponsor the designated full price of milk in accordance with the approved Free and Reduced-Price Policy Statement.

9. Maintain, in the storage, handling, and service of milk, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

10. Maintain necessary facilities for storing, preparing, and serving milk.

11. Upon request, make all accounts and records pertaining to its milk service available to the State Agency and the Department, for audit or review, at a reasonable time and place. Such records shall be retained for a period of three 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 three-year period as long as required for resolution of the issues raised by the audit.

12. The Sponsor's official who signs the claim for reimbursement shall be responsible for reviewing and analyzing milk counts to ensure accuracy as specified in paragraph 215.10 governing claims for reimbursement.

13. The Sponsor acknowledges that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspensions, or termination of the program as specified in paragraph 215.12.

14. The Sponsor acknowledges that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in paragraph 215.6 shall apply.

15. Detailed information to substantiate this agreement is submitted on the Sponsor Application and Site Information and is considered a part of the agreement, as now or hereafter amended with approval of the State Agency.

16. This agreement may be modified only by the written consent of both parties hereto, except as otherwise provided herein.

17. This agreement may be cancelled upon ten days written notice by either party hereto; provided that the State Agency may cancel this agreement immediately upon receipt of evidence that the terms hereof are not complied with by the Sponsor or in the event the Sponsor fails to timely provide data and information as directed by the State Agency.

18. Any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

19. In consideration of the receipt of any funds or services pursuant to this agreement, the Sponsor waives any and all legal rights to challenge the validity of this single provision of this agreement.

20. Notwithstanding any other provisions of this agreement which are expressly or implied to the contrary, the State Agency does not waive and shall possess the right to recover all funds disbursed to the Sponsor for which the Sponsor was not eligible or which were expended in violation of federal or state laws or rules, as now or hereafter amended.

21. All federal and state laws, and all federal and state rules, which condition a Sponsor's receipt and/or expenditure of funds provided for herein, as the same may now or hereafter be amended, shall be deemed incorporated into this agreement. A copy of the federal and state rules shall be provided by the State Agency upon request of the Sponsor's chief executive officer.

22. The sponsor agrees to receive reimbursement from the State Agency by Electronic Funds Transfer (EFT). The Sponsor agrees to promptly provide the State Agency with the information required to effect an EFT.

    THE SPONSOR HEREBY AGREES TO COMPLY WITH THE AUDIT REQUIREMENT OF THE PROGRAM:

    All institutions expending $500,000 (FY ending 2015) or $750,000 (FY ending 2016) or more a year in federal awards shall have an organizational wide audit (also known as single audit) made in accordance with Circular A-133. However, non-profit institutions expending these amounts or more under only one program have the option of having a program specific audit.

    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 thirteen (13) months after the end of the institution's fiscal year.

NONDISCRIMINATION CLAUSE

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, audiotape, 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, 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: mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; fax: (202) 690-7442; or email: program.intake@usda.gov.

This institution is an equal opportunity provider.

The undersigned has read the terms of agreement for the Summer Special Milk Program.

SPONSOR NAME _____

BY _____
ADMINISTRATOR'S SIGNATURE DATE

_____
PRINT/TYPE NAME OF ADMINISTRATOR

TITLE _____

TELEPHONE NUMBER ( ) _____ EMAIL _____

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION ONLY

BY _____

TITLE Director, Child Nutrition Services

APPROVAL DATE _____