



OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION - Child Nutrition Services  
PO BOX 47200 · OLYMPIA WA 98504-7200  
360-725-6200 · TTY 360-664-3631

## Summer Special Milk Program Program Agreement

### Organization NAME:

\_\_\_\_\_, Tax Identification No. \_\_\_\_\_, hereinafter referred to as the Sponsor, applies to the Office of Superintendent Public Instruction, state of Washington, hereinafter referred to as the State Agency, 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 State Agency, this agreement is entered into between 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 Catalog of Federal Domestic Assistance (CDFA) # is 10.556.

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

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

1. Maintain a non-profit milk service and observe the limitations on the use of nonprofit milk service revenues set forth in section 7 CFR 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 7 CFR 215.7.
4. Comply with the requirements of the Department's regulations regarding financial management in section 2 CFR Part 200.
5. Claim reimbursement only for milk served in accordance with the agreement.
6. Submit Claims for Reimbursement in accordance with section 7 CFR 215.10.
7. Comply with the requirements of the Department's regulations regarding nondiscrimination in section 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.
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 account 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 7 CFR 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 7 CFR 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 7 CFR 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 herein, as the same may now or hereafter be amended, shall be deemed incorporated into this agreement.
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 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 organization wide audit (also known as a single audit) made in accordance with 2 CFR 200.105. 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.

## **CIVIL RIGHTS**

### ***The LEA/Sponsor:***

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to 2000d-6) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA),

Department of Justice (28 CFR Parts 42 & 50), the Civil Rights Restoration Act of 1987, Enforcement of Title VI of the Civil Rights Act of 1964, the Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et. seq.), Section 504 of the Rehabilitation Act of 1973, the Age of Discrimination Act of 1975 (45 CFR Part 91), the Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A), and Food and Nutrition Service (FNS) directives or regulations issued pursuant to that act and the regulations to the effect that no person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability, be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received federal financial assistance from the department; and HEREBY GIVES ASSURANCE THAT it will immediately take any 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 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 of 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, Washington Basic Foods, cash assistance for the purchase of food, and any other financial assistance extended in reliance on the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE, the applicant 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, FNS, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the 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 signatures appear below are authorized to sign this assurance on behalf of the applicant.

#### **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](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;
3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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

ADMINISTRATOR PRINTED NAME:	TITLE:	E-MAIL ADDRESS:
SIGNATURE:	DATE:	TELEPHONE NUMBER:

<b>OSPI-CNS Only</b>	
Signature: _____ Director, Child Nutrition Services	Date: _____