



**Summer Food Service Program
Permanent Agreement for Unaffiliated Sites**

This Contract is entered into between _____ (Sponsoring Organization)
and _____ (Site).

The Sponsoring Organization will:

1. Operate the food service in accordance with the provisions of the regulatory requirements and any instructions and handbooks issued by the Food and Nutrition Service (FNS) and State agency [7 CFR 225.15(a)(1)].
2. Refrain from outsourcing management responsibilities of the SFSP as described in 7 CFR 225 [7 CFR 225.15(a)(3)].
3. Maintain documentation of a nonprofit food service including copies of all revenues received and expenses paid from the nonprofit food service account [7 CFR 225.15(a)(4)].
4. Plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service [7 CFR 225.15(b)(3)] as well as adhere to the following:
 - a. Make the adjustments necessary to achieve this objective using the results from its monitoring of sites [7 CFR 225.15(b)(3)(i)].
 - b. Adjust the number of meals ordered or prepared whenever the number of children receiving meals is below the maximum approved level of meal service [7 CFR 225.15(b)(3)(ii)].
 - c. Refrain from ordering or preparing meals for children at any site in excess of the site's approved level but may order or prepare meals above the approved level if the meals are to be served to adults performing necessary food service labor in accordance with 7 CFR 225.9(d)(5) [7 CFR 225.15(b)(3)(iii)].
 - d. Maintain records of participation and of preparation or ordering of meals to demonstrate positive action toward meeting the objective [7 CFR 225.15(b)(3)(iv)].
5. Maintain accurate records justifying all meals claimed and documenting that all Program funds were spent only on allowable Child Nutrition Program costs. Failure to maintain such records may be grounds for denial of reimbursement for meals served and/or administrative costs claimed during the period covered by the records in question. 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 [7 CFR 225.15(c)(1)].

6. Hold SFSP training sessions for its administrative and site personnel and must not allow a site to operate until personnel have attended at least one of these training sessions. The State agency may waive these training requirements for operation of the Program during unanticipated school closures [7 CFR 225.15(d)] as well as adhere to the following:
 - a. Train site personnel to include: the purpose of the Program, site eligibility, recordkeeping, site operations (including both congregate and non-congregate meal service) meal pattern requirements, and duties of a monitor [7 CFR 225.15(d)(1)(i)].
 - b. Have at least one person who has received training at each site during each meal service [7 CFR 225.15(d)(1)(iii)].
7. Conduct pre-operational visits for new sites, sites that have experienced operational problems the previous year, and existing sites that are new to non-congregate meal service, to determine that the sites have the capacity to provide meal service for the anticipated number of children in attendance and the capability to conduct the proposed meal service [7 CFR 225.15(d)(2)].
8. Visit each of their sites at least once during the first two weeks of program operations and must promptly take such actions as are necessary to correct any deficiencies. In cases where the site operates for seven calendar days or fewer, the visit must be conducted during the period of operation [7 CFR 225.15(d)(3)]. Sponsors must conduct these visits for:
 - a. All new sites [7 CFR 225.15(d)(3)(i)].
 - b. All existing sites that are new to providing non-congregate meal service [7 CFR 225.15(d)(3)(ii)].
 - c. All sites that have been determined by the sponsor to need a visit based on criteria established by the State agency pertaining to operational problems noted in the prior year [7 CFR 225.15(d)(3)(iii)].
 - d. Any other sites that the State agency has determined need a visit [7 CFR 225.15(d)(3)(iv)].
9. Conduct a full review of food service operations at each site at least once during the first four weeks of Program operations, and thereafter must maintain a reasonable level of site monitoring. Sponsors must complete a monitoring form developed by the State agency during the conduct of these reviews. Sponsors may conduct a full review of food service operations at the same time they are conducting a site visit [7 CFR 225.15(d)(4)].

The SFSP Site will:

10. Adhere to the following requirements within the *United States Department of Agriculture's 2024 SFSP Administration Guide, Unit 3 "Administration at the Sponsor and Site Levels" (Site Supervisor Responsibilities)*:
 - a. Attend sponsor training (annually for SFSP Recertification and at the point of hiring new staff).
 - b. Ensure Civil Rights requirements are promptly implemented.

- c. Be on site for the entire meal service, except for non-congregate meal service sites using delivery services.
- d. Inform sponsor of field trips or site closures.
- e. Communicate changes in meal service to sponsor.
- f. Serve meals.
- g. Clean up after meals.
- h. Ensure that children eat all meals on-site at congregate sites.
- i. Plan and organize daily site activities, including nutrition education for congregate sites.
- j. Implement alternate meal service arrangements during inclement weather.
- k. Take accurate meal counts at point of service, unless an alternate system that provides an accurate count has been approved by the State agency.

11. Comply with the following requirements within the *United States Department of Agriculture's 2024 SFSP Administration Guide, Unit 3 "Recordkeeping Requirements"*:

- a. Complete all necessary SFSP record sheets provided by the Sponsoring Organization during each approved meal service.
- b. Verify the adequacy and number of meals delivered to the site during the time of delivery, if applicable.
- c. Complete the SFSP records based on the actual counts taken at each site for each meal service on each day of operation. They must be sure that they record all required counts. These counts should include the number of:
 - i. Meals delivered or prepared, by type – breakfast, snack, lunch, supper.
 - ii. First meals served to children, by type.
 - iii. Second meals served to children at congregate site, by type.
 - iv. Excess meals or meals leftover.
 - v. Non-reimbursable meals.
 - vi. Meals served to Program adults, if any.
 - vii. Meals served to non-Program adults, if any.
- d. Confirm the site supervisor's signature is present on SFSP records prior to Sponsoring Organization daily/weekly submission.

12. Ensure staff are present at the SFSP site who have been trained by the sponsor and is responsible for all administrative and management activities at the site including, but not limited to: maintaining documentation of meal deliveries, ensuring that all meals served are safe, and maintaining accurate point of service meal counts. Except for non-congregate meal service sites using delivery services, the individual is on site for the duration of the food service as defined under "site supervisor" in 7 CFR 225.2.

13. Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled) as defined under "children" in 7 CFR 225.2.
14. Provide meals which meet the minimum SFSP meal pattern requirements set forth within 7 CFR 225.16.
15. Report any other problems regarding the meal services.

The Sponsoring Organization and the SFSP Site mutually agree to:

16. Comply with all regulatory requirements established in 7 CFR 225.
17. Comply with any of the terms of this Agreement, but failure to do so, may result in loss of reimbursement to the sponsor, which could include suspension and/or termination of the Agreement and disqualification of future SFSP participation. This Agreement may be terminated by either party for cause or convenience. The Sponsoring Organization and the SFSP site agree this is a permanent and binding Agreement and can be terminated by either party with written notice.
18. Terminate the agreement due to voluntary closure or closure for reasons not related to program deficiencies if the site is in good standing with the SFSP and has no pending actions, such as but not limited to: serious deficiency, corrective action, suspension, proposal to terminate/proposal to disqualify, and does not owe any outstanding debt to the Sponsoring Organization, the ALSDE, or the USDA Food and Nutrition Service (FNS). No additional notification will be sent to sites that are terminated due to the voluntary closure or closure due to other reasons not related to program deficiencies.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE:

The Program Applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);

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 that 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 Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of 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 Program Applicant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel 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 behalf of the Program applicant.

I HEREBY CERTIFY that the information on this agreement and subsequent attachments are true and correct. I understand that this information is being given in connection with the receipt of Federal funds; that the ALSDE representatives may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

**Sponsoring Organization
Highest-Ranking Official's Signature**

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Date: _____

**SFSP Site
Official Representative's Signature**

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Date: _____