

INDIANA DEPARTMENT OF EDUCATION

State Agency - Sponsor Permanent Agreement for Child Nutrition Programs

Instructions: The Sponsor should complete, sign, and return to the Indiana Department of Education, School and Community Nutrition.

LEGAL NAME and ADDRESS OF ORGANIZATION	FOR USE BY IDOE
	AGREEMENT NO:
Federal ID #	EFFECTIVE DATE:

The following documents shall be considered a part of this Agreement as applicable and are incorporated herein by reference:

NSLP, SBP, SMP CNPweb® Sponsor Info CNPweb® Site Info Policy Statement	FDP CNPweb® Delivery Info	CACFP CNPweb® Sponsor Info Management Plan & Budget Media Release CNPweb® Site/Provider Info Appeal Procedures	SFSP CNPweb® Sponsor Info Administrative & Operating Budget CNPweb® Site Info Policy Statement/News Release Appeal Procedures
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Mark each applicable box to indicate the programs you agree to operate:

Sponsor	National School Lunch Program	National School Breakfast Program	Special Milk Program	Food Distribution Program	Child/Adult Care Food Program	Summer Food Service Program
Check Program(s) Sponsor Participates in:						
Authority Indiana Code 20-26-9-8	7 CFR Parts 210, 245, 250; 2 CFR Part 200	7 CFR Parts 220, 245; 2 CFR Part 200	7 CFR Parts 215, 245; 2 CFR Part 200	7 CFR Part 250; 2 CFR Part 200	7 CFR Parts 226, 240, 245; 2 CFR Part 200	7 CFR Parts 225, 245; 2 CFR Part 200

For purposes of this agreement, the following definitions apply:

Child Nutrition Programs: Federally funded nutrition programs administered by the United State Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) and Food Distribution Program (FDP) are herein referred to as Program(s).

Federal Assistance: Any funding, property or aid which is provided to a State Agency, Sponsor, School Food Authority, Institution or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, independent center, outside-school-hours care center, after school at-risk center, or adult day care center which enters into an agreement with the State Agency to assume final administrative and financial responsibility for management of a proper, efficient, and effective food service.

Program Recipient Agency: Any eligible nonprofit organization that receives food under 7CFR Part 250, Food Distribution Program.

School: An educational unit as defined in 7CFR Parts 210, 215 and 220.

School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs.

Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Program as defined in 7 CFR Parts 210, 215, 225 and 226. The Sponsor, SFA, Program Recipient Agency, Institution, Independent Center or Organization who is party to this contract.

State Agency: The State educational agency approved by the USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State Agency is the Indiana Department of Education (IDOE).

This Agreement shall be effective commencing on the date specified unless terminated earlier as provided herein. The State Agency may continue this Agreement each year thereafter, by notice in writing given to the Sponsor as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement, however, shall be contingent on an acknowledgment by the Sponsor, in writing, of its intention to continue program participation in accordance with the provisions set forth in this Agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of its Program(s).

The Sponsor's participation in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in 2 CFR Part 200 as applicable. Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the State Agency shall make no further disbursement of funds to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

USDA ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor 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, 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. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 Sponsor 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 Sponsor, 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 Sponsor.

INDIANA ASSURANCE OF CIVIL RIGHTS COMPLIANCE

This assurance is provided pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this assurance may be regarded as a material breach of this Agreement, but nothing in this assurance shall be construed to imply or establish an employment relationship between the State Agency and any applicant or employee of the Sponsor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Sponsor covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Sponsor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

MAINTAINING A DRUG-FREE WORKPLACE

The Sponsor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Sponsor will give written notice to the State Agency within ten (10) days after receiving actual notice that the Sponsor or an employee of the Sponsor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Sponsor hereby further agrees that this Agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Sponsor and made a part of the contract or agreement as part of the Agreement documents.

The Sponsor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sponsor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Sponsor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Sponsor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State Agency in writing within ten (10) days after receiving notice from an employee under subdivision C(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision C(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

EMPLOYMENT ELIGIBILITY VERIFICATION

The Sponsor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Sponsor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Sponsor is not required to participate should the E-Verify program cease to exist. Additionally, the Sponsor is not required to participate if the Sponsor is self-employed and does not employ any employees.

The Sponsor shall not knowingly employ or contract with an unauthorized alien. The Sponsor shall not retain an employee or contract with a person that the Sponsor subsequently learns is an unauthorized alien.

The Sponsor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Sponsor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Sponsor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Sponsor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

In order to enroll in the E-Verify program Sponsor and grantees may visit: <https://everify.uscis.gov/enroll>.

More information on the E-Verify program can be found at the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service, website at: <https://www.e-verify.gov>.

THE STATE AGENCY'S OBLIGATIONS

A. Reimbursement and Allocation. IDOE shall reimburse the Sponsor, to the extent of available funding, for meals and/or milk served under the Program(s) in accordance with applicable rules, regulations, policies, and guidelines. IDOE shall also allocate for the sole benefit of the Program participants Commodities, or cash in lieu of Commodities where applicable, to the extent available and allowable.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Sponsor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.

B. Reviews. IDOE shall conduct administrative reviews of the Program(s) at least once every three years, or more frequently as required by applicable regulations, policy statements, or guidelines, and shall notify the Sponsor in writing of any deficiencies discovered during any review. The IDOE, the USDA, and other State or Federal Officials have the right to conduct announced or unannounced reviews of Sponsors during the Sponsor's normal business hours. Anyone making such reviews must show photo identification that demonstrates that the person is an employee of one of these entities.

C. Assistance. IDOE shall provide consultative, technical and managerial personnel who will assist in the administration of the Program(s) and shall monitor and measure progress.

D. Notification. IDOE shall promptly notify the Sponsor in writing of any changes in the rules, regulations, policies, and guidelines which directly affect the Sponsor's Program(s).

THE SPONSOR'S OBLIGATIONS

A. Procurement Standards. The Sponsor, and any subcontractors, if participating in any procurement regarding the Program(s) and if applicable, shall adhere to and be bound by the procurement standards set forth in I.C. 5-22-1-1, 7 CFR Parts 3016 and 3019, and 2 CFR Part 200 as applicable, in addition to federal procurement standards specific to each Program, all of which are incorporated by reference and made a part of this Agreement.

B. Use of Commodities or Cash-in-lieu. If the Sponsor accepts Commodities and/or cash in lieu of commodities, the Sponsor shall accept and use, in quantities that may be efficiently utilized in the Program(s), such foods as may be offered by IDOE. The Sponsor shall also assure that the Commodities and/or cash payments will be used to the fullest extent possible in the Program(s) and that the commodities and/or cash payments will inure only to the benefit of the Program participants.

C. Food Service Management Companies. If the Sponsor contracts out the management of its Program(s), or any function thereof, the Sponsor shall comply with applicable rules, regulations, and guidelines, which are incorporated by reference into this Agreement. Contracting out its food service operation shall not relieve the Sponsor of its obligation to assure its food service operation is in compliance with applicable laws and regulations.

D. Program Administration. The Sponsor agrees to comply with all applicable laws, rules, regulations, guidelines, and amendments thereto including but not limited to those below.

E. Other Administrative Requirements, Cost Principles, and Audit Requirements. The Sponsor shall comply with all provisions found in 2 CFR Part 200, including providing for an annual audit of program operations as required.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM AND SPECIAL MILK PROGRAM

This section applies only if the NSLP, SBP or SMP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Sponsor/SFA and participating schools and facilities under its jurisdiction shall comply with all provisions of 7 CFR Parts 210, 215, 220, 245 and 250 and 2 CFR Part 200. The Sponsor/SFA further agrees to the following specific provisions, as applicable:

1. To maintain a nonprofit school food service and/ or a nonprofit milk service;
2. To observe the limitations on the use of Program revenues set forth in 7 CFR §§210.14(a), 220.13(i) and 215.8 (b)(1) and the limitations on any competitive school food service as set forth in 7 CFR §210.11(b);
3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR §§210.19(a), 220.7(e)(1)(i) and 220.13(i);
4. To maintain a financial management system as prescribed in 7 CFR §§210.14, 220.13(i) and 215.7(d)(6);
5. To comply with the requirements of the USDA regulations regarding financial management 2 CFR Part 200;
6. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7 CFR §§210.10, 210.10(a), 220.8, and 220.8(a);
7. For pricing programs, to price meals and supplements (snacks) as a unit;
8. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7 CFR Part 245;

9. If serving snacks, review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter;
10. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
11. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7 CFR §§210.8, 220.11 and 215.11;
12. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
13. To submit Claims for Reimbursement in accordance with 7 CFR §§210.8, 220.11, 215.9 and 215.11;
14. To comply with USDA requirements regarding nondiscrimination;
15. To not discriminate against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement;
16. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7 CFR Part 250;
17. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
18. To maintain necessary facilities for storing, preparing and serving food and milk;
19. To obtain a minimum of two food safety inspections during the school year conducted by the State or local governmental agency responsible for Food safety inspections and publicly post inspection results;
20. To develop and maintain for each school a food safety program complying with hazard analysis critical control points;
21. To establish a local wellness policy, including goals for nutrition education and promotion, physical activity, and other school-based activities that promote student wellness; nutrition guidelines for all foods available on campus; guidelines for school meals not less restrictive than 7 CFR §§210.10 and 220.8; and implementation plan;
22. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7 CFR §§210.9(b)(17),(19), 220.7(e)(13) and 215.7(d)(7);
23. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor/SFA level, they shall be readily retrievable by school; and
24. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 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 3 year period as long as required for the resolution of the issues raised by the audit.

REQUIREMENTS FOR PROGRAM RECIPIENT AGENCY PARTICIPATION IN FOOD DISTRIBUTION PROGRAM

This section applies only if the FDP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Program Recipient Agency shall comply with all provisions of 7 CFR Part 250 and 2 CFR Part 200 and further agrees to the following specific provisions, as applicable:

1. When receiving donated foods under this Program agreement, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to donated foods caused by the Program Recipient Agency's fault or negligence;
2. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution;
3. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods; and
4. To provide, on a timely basis, by amendment to this Agreement, any changed information, including, but not limited to, any changes resulting from amendments to Federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

This section applies only if the CACFP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Sponsoring Organization, Independent Center or Institution, as defined in 7 CFR §226.2, hereafter in this agreement called the Sponsor, shall comply with all provisions of 7 CFR Parts 226, 240 and 245 and 2 CFR Part 200. The Sponsor further agrees to the following specific provisions, as applicable:

1. To accept final administrative and financial responsibility for total Program operations, including management of a proper, efficient, and effective food service, at all centers and homes, as applicable;
2. To maintain a non-profit food service;
3. To ensure that child care centers, outside-school hours care centers, adult day care centers and day care homes meet licensing/approval criteria as set forth in 7 CFR §§226.6(d) and 226.6(e), excepting license-exempt institutions that may participate in the Program if they meet health and safety standards;

4. To submit a management plan attached herewith and annually hereafter that shall include detailed information on the organizational administrative structure, staff assigned to Program management and monitoring, administrative budget and procedures which will be used by the Sponsor to administer the Program in and disburse payments to the facilities under its jurisdiction;
5. To submit an administrative budget attached herewith and annually hereafter;
6. For Proprietary Title XIX or Title XX centers, to provide documentation herewith and monthly hereafter that they are currently providing nonresidential day care services for which they receive compensation under title XIX or title XX of the Social Security Act and that not less than 25 percent of enrolled participants in each center during the most recent calendar month were title XIX or title XX beneficiaries;
7. To determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7 CFR §226.22;
8. To serve meals and supplements (snacks) which meet the minimum requirements prescribed in 7 CFR §226.20;
9. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children according to provisions set forth in 7 CFR Part 226;
10. For operations with separate meal charges, to accept responsibility for ensuring that free and reduced-price meals are served to participants unable to pay the full price and to accept responsibility for ensuring that eligibility of participants for free and reduced-price meals are made according to the current USDA income standards;
11. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
12. To comply with USDA requirements regarding nondiscrimination;
13. For Day Care Home Sponsors, to reimburse day care homes under their jurisdiction for eligible meals at rates set annually by Congress;
14. In the event of termination of this agreement, to repay within 30 days outstanding overclaims which IDOE cannot reclaim through the monthly claim for reimbursement;
15. To accept unannounced visits by State Agency or USDA personnel in the completion of their Program monitoring duties, to make all accounts and records pertaining to Program(s) available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at any reasonable time and place in accordance with 7 CFR Part 226 and to allow any publications related to Program operations to be freely copied in the performance of Program duties; and
16. To retain the individual applications for free and reduced price meals and supplements (snacks) submitted by families and all other required Program records for a period of 3 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 3 year period as long as required for the resolution of the issues raised by the audit.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if the SFSP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Sponsor shall comply with all provisions of 7 CFR Parts 225 and 245 and 2 CFR Part 200. The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the Program;
2. To operate a nonprofit food service;
3. To 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;
4. To serve the same meals to all children;
5. To serve meals without cost to all children, except that camps, as defined in 7 CFR §225.2, may charge for meals served to children who are not served meals under the Program;
6. To Issue a free meal policy statement in accordance with 7 CFR §225.6;
7. To meet the training requirement for its administrative and site personnel as required under 7 CFR §225.15(d)(1);
8. To claim reimbursement only for the type(s) of meals specified in this agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7 CFR §225.2, shall claim reimbursement only for the type(s) of meals specified in the Agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This Agreement and each annual update hereafter 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 the State Agency;
9. To submit claims for reimbursement as specified in 7 CFR §225.9;
10. In the storage, preparation and service of food, to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
11. To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7CFR Part 250 (Commodity Food Distribution Program);
12. To have access to facilities necessary for storing, preparing and serving food;
13. To maintain a financial management system as prescribed by the State Agency;
14. Upon request, to make all Program accounts and records available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
15. To maintain on file documentation of site visits and reviews in accordance with 7 CFR § 225.15(d) (2) and (3);

- 16. To retain program records 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; and
- 17. To maintain children on site while meals are consumed.

As required by IC 5-22-3-7:

(a) the Sponsor and any principals of the Sponsor certify that (A) the Sponsor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Sponsor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(b) The Sponsor and any principals of the Sponsor certify that an affiliate or principal of the Sponsor and any agent acting on behalf of the Sponsor or on behalf of an affiliate or principal of the Sponsor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor/School Food Authority/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the Sponsor, or that the undersigned is the properly authorized representative, agent, member or officer of the Sponsor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Sponsor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

For the SPONSOR:

For the INDIANA DEPARTMENT OF EDUCATION:

LEGAL NAME OF THE ORGANIZATION

(SIGNATURE)
Dr. Katie Jenner
SECRETARY OF EDUCATION

BY (SIGNATURE OF AUTHORIZED REPRESENTATIVE)

DATE

TYPE OR PRINT NAME OF SIGNEE

TITLE

DATE

OFFICE OF THE ATTORNEY GENERAL
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on February 10, 2021.
 FA 21-03