Stanwood Camano School District

TO:	BOARD OF DIRECTORS
FROM:	STEVE LIDGARD, EXECUTIVE DIRECTOR – BUSINESS SERVICES
SUBJECT:	CHILD NUTRITION PROGRAMS
DATE:	FEBRUARY 2, 2021
TYPE:	ACTION NEEDED

The attached contract is between OSPI (State Agency) and the Stanwood Camano School District (Sponsor) for participation in federally funded nutrition programs administered by the United States Department of Agriculture (USDA).

The District has a current agreement with OSPI for operating USDA programs. This updated agreement was initiated by OSPI to cover all possible programs that the district may be able to operate.

Recommendation:

We recommend the board ***approve the Permanent Agreement with the Office of Superintendent of Public Instruction (OSPI).***

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Washington Office of Superintendent of
PUBLIC INSTRUCTION

CHILD NUTRITION PROGRAMS
PERMANENT AGREEMENT

SPONSOR NAME	
Stanwood School District	
MAILING ADDRESS	
26920 Pioneer Hwy – Stanwood, WA 98292-9548	
WINS NUMBER	**TAX IDENTIFICATION NUMBER**
159366	910981326

In order to effectuate the purposes of the National School Lunch and Child Nutrition Acts, as amended, and the agreements between the United States Department of Agriculture, hereinafter referred to as the Department, and the Superintendent of Public Instruction, this agreement is entered into between the Superintendent of Public Instruction, State of Washington, hereinafter referred to as the "State Agency", and the Sponsor.

This agreement shall be permanent unless terminated by either party as provided for herein. This agreement may be amended by the State Agency to include current legislation, federal regulatory changes or State Agency policy. 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.

AUTHORITY

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.

7 CFR 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250;

2 CFR Part 200;

RCW 28A.235

DEFINITIONS

Child Nutrition Programs: Federally funded nutrition programs administered by the United States 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), Fresh Fruit and Vegetable Program (FFVP) and Food Distribution Program (FDP), herein referred to as Program(s).

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

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

School: An educational unit as defined in 7 CFR 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. The SFA, Recipient Agency, Sponsoring organization, Child Care Center, Outside-school-hours care center or adult day care center which enters into this agreement with the State Agency assume administrative and financial responsibility for program operations.

State Agency: The State educational agency approved by USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State Agency is Office of Superintendent of Public Instruction (OSPI).

The **State Agency** agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to make payments, where applicable, in accordance with 7 CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7 CFR 250 (Commodity Food Distribution Program).

The State Agency agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price meals and supplements (snacks) to local news media.

The **Sponsor** agrees to accept Federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Washington statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Office of Superintendent of Public Instruction in connection therewith. The Sponsor further agrees to administer Programs funded under this agreement in accordance with provisions of 2CFR 200, as applicable.

This agreement is effective commencing on the date specified unless terminated earlier as provided herein. This agreement requires a sponsor completed and State Agency approved yearly renewal agreement to continue to be in effect in subsequent years. The State Agency may continue this agreement each year thereafter, by approving the Sponsor renewal agreement and 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. Continuation of the agreement shall be contingent on an acknowledgment by the Sponsor 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 their Program(s).

The Sponsor participation in any Program covered in this agreement may be terminated in accordance with the grant close-out procedures found in 7 CFR 226, 2 CFR 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 paid 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.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations.

The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives or regulations issued to that Act and regulations, 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take 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 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 sponsor, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the sponsor, or any improvements made with Federal financial assistance extended to the sponsor 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 reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 the behalf of the Sponsor.

EQUAL OPPORTUNITY / NON-DISCRIMINATION

The Sponsor shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. The sponsor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

PARTICIPATION IN SCHOOL MEAL PROGRAMS

This section applies only if the Sponsor agrees to operate the National School Lunch Program (NSLP) CFDA No. 10.555, School Breakfast Program (SBP), CFDA No. 10.553, or Special Milk Program (SMP), CFDA No. 10.556.

The Sponsor and participating schools or facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Maintain a nonprofit food service and observe the limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14(a), and/or 7 CFR 220.7(e)(1), and/or 7 CFR 215.7(d) and the limitations on any competitive school food service as set forth in 7 CFR 210.11 and/or 7 CFR 220.12.
3. Limit net cash resources to an amount that does not exceed 3 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)(1), 7 CFR 220.7(e) and/or 7 CFR 215.7.
4. Maintain a financial management system as prescribed under 7 CFR 210.14(c), 7 CFR 220.7(e), 7 CFR 215.7(d), or 7 CFR 225.15(a)(2), and as designated by the State Agency.
5. Comply with the requirements of the department's regulations regarding financial management (2 CFR Part 200).
6. Serve lunches under the NSLP during the lunch period at the middle of the day and after school snacks after the school day has ended which meet the minimum requirements prescribed in 7 CFR 210.10. Serve breakfasts under the SBP in the morning and close to the beginning of the school day that meet the requirements prescribed in 7 CFR 220.8. Serve milk under the SMP in accordance with the provisions of 7 CFR 215.2, 215.8 and 215.10.
7. Price the lunch, snack and breakfast as a unit in accordance with 7 CFR 210.9(b)(6) and 7 CFR 220.7(e)(3).
8. Serve lunches and/or breakfasts, free or at a reduced price to all children who are determined by the LEA to be eligible for such meals in accordance with 7 CFR 210.9(b)(7), 7 CFR 220.7(e)(4) and 7 CFR Part 245. Serve after school snacks at no charge to children at sites in which at least 50 percent of the enrolled children are certified eligible for free or reduced-price meals. If participating in the SMP and if electing to provide free milk to students, serve in accordance with 7 CFR 215.7 and Part 245.
9. Claim reimbursement at the assigned rates only for free, reduced price, and paid lunches, after school snacks, and breakfasts and/or paid or free milk served to eligible children in accordance with 7 CFR Parts 210, 220, and 215, respectively. Agree that the school food authority official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program as specified in 7 CFR 210.24, 7 CFR 220.18, and 7 CFR 215.15. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.25, 7 CFR 220.6, and 7 CFR 215.6 shall apply.
10. Count the number of free, reduced price, and paid reimbursable meals served to eligible children at the point-of-service, or through another counting system if approved by the State Agency.
11. The Sponsor agrees to receive reimbursement from the State Agency by electronic funds transfer (EFT). The Sponsor further agrees to promptly provide the State Agency with the information required to effect an EFT.
12. Conduct on-site reviews in accordance with requirements as stated in 7 CFR 210.8(1), 210.9(c), 225.15(d)(2)(3) and 226.16.

13. Comply with the requirements of the department's regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b).
14. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals or free milk in accordance with the approved free and reduced-price policy statement.
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
16. Maintain necessary facilities for storing, preparing, and serving food.
17. Upon request, make all accounts and records pertaining to its school food service available to the State Agency and to USDA Food and Nutrition Services (FNS), for audit or review, at a reasonable time and place. Such records shall be retained for a period of three (3) 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 or investigation have been resolved.
18. Maintain files of currently approved and denied free and reduced-price applications, respectively. If applications are maintained at the LEA level, they shall be readily retrievable by school.
19. Retain the individual applications for free and reduced-price lunches and free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (19) of this section.
20. Maintain direct certification documentation.
21. Annually complete October building data and student eligibility information. In addition provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.
22. For sponsors with eligible schools (as defined in §210.10(n)(1)) that elect to serve meal supplements (snacks) during afterschool care programs, shall agree to:
    a. Serve meal supplements which meet the minimum requirements prescribed in §210.10;
    b. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
    c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
    d. Claim reimbursement for no more than one meal supplement per child per day; and
    e. 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.
23. Program payments shall be withheld in whole or in part to any sponsors which has failed to comply with the provisions of this part. Detailed information to substantiate this agreement is submitted on the applicable schedules that are considered a part of the agreement, as now or hereafter amended with approval of the State Agency.

FREE AND REDUCED-PRICE POLICY STATEMENT

Sponsors of the NSLP or Special Milk Program and participating schools or facilities under its jurisdiction shall agree to a *Free and Reduced-Price Policy Statement* including:

1. Annually indicating the officials designated to make eligibility determinations.

2. Assurance that eligibility will be determined in accordance with current Income Eligibility Guidelines.
3. Assurance of designated procedures to accept applications and process direct certifications.
4. Instructions to parents on how to apply for program benefits, including information that foster children are categorically eligible and specific instructions for directly certified households.
5. Assurance of a Meal Charge Policy that includes a description of the methods used to collect payments and à la carte sales.
6. Assurance that there will be no physical segregation of, nor any other discrimination against, any child because of his/her ability to pay the full price of the meal, snack or milk and that measures will be taken to prevent over identification of students receiving free and reduced-price meals or milk.
7. Assurance there are no barriers for participation for Limited English Proficient (LEP) families.
8. Process of measures taken to prevent disclosure of confidential free and reduced-price eligibility information.

Sponsors must sign and submit an updated statement when there are substantial changes such as newly operating the Community Eligibility Program (CEP).

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

This section applies only if the Sponsor agrees to operate the CACFP, including the At-Risk Afterschool Meals component of the CACFP, CFDA No. 10.558.

The Sponsoring Organization or Sponsor, as defined in 7 CFR 226.2, hereafter called the Sponsor, shall comply with all provisions of 7 CFR part 226. The Sponsor further agrees to the following provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. To provide information that demonstrates that the sponsor is financially viable and administratively capable of administering the CACFP program.
3. Accept final administrative and financial responsibility for total CACFP operations at all centers for which a site application has been submitted to and approved by the State Agency.
4. To maintain a nonprofit food service.
5. To ensure licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e) are met. License exempt institutions may participate in the program if they meet health and safety standards.
6. Certifies that they are in compliance with all applicable state rules and regulations regarding governing boards of corporation.
7. Certifies that neither the Sponsor nor any of its principals has been convicted of any activity that occurred in the last seven years that indicated a lack of business integrity including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State Agency.
8. Certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. Certification statements must be obtained and kept on file for each responsible principal in the organization.
9. To ensure key staff at each facility receive CACFP and Civil Rights training prior to participation and annually thereafter.
10. Assures that all participants are served the same meals regardless of race, color, national origin, sex, age, or disability, and there is no discrimination in the course of the food service.

11. Assures that all publications, posters, and informational materials provided to the public will include a statement that the program is available to eligible participants without regard to race, color, national origin, sex, age, or disability. The most current nondiscrimination statement, as provided by the State Agency, will be used.
12. To submit a management plan annually that includes detailed information on the organizations administration, management, training and procedures and process utilized to administer the program.
13. To submit an administrative and operating budget annually.
14. Certifies that the submission of false information to the State Agency is grounds for termination or denial from the CACFP, as described in 7 CFR 226.6(c).
15. Maintain records to include, at a minimum, a menu that meets the CACFP meal pattern, daily meal counts served to eligible participants taken at the point of service, attendance records, claim records, training records, and site review records. All records must be maintained for the past three fiscal years plus the current year, or until resolution of any outstanding reviews or audits.
16. Assures the State Agency that announced and/or unannounced reviews will be allowed during normal business hours by the State Agency and/or representatives of U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) and/or any other state or federal official. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
17. Assures that it will be responsible for all overpayments. Payments must be made with non-federal funds.
18. Understands if this applicant does not meet all of the requirements in the CACFP regulations, 7 CFR 226.6(b) and 226.15(b) and 226.16(b), the State Agency must deny the application. If the State Agency determines that the Sponsor has committed one or more serious deficiencies in 226.6(c)(1)(ii) for new Sponsors or 226.6(c)(2)(ii) for renewing Sponsors, the State Agency must initiate action to deny the application and initiate action to disqualify the Sponsor and the responsible principals and responsible individuals.
19. Agrees to notify the State Agency immediately in writing if the Sponsor or any of its facilities move, change names, sell the center(s), and are no longer in business and indicate the last day of meal service. This agreement is voided upon sale of the Sponsor and its facilities.

Sponsors of "at-risk" centers agree to follow provisions at 7 CFR 226.17(a), including:

1. To serve at-risk meals to students at sites in geographic areas where at least 50 percent of all students are certified eligible for free or reduced-price meals at no charge.
2. To claim a maximum of one at-risk snack and meal per student per day only after his/her school day has ended.
3. To claim a maximum of one at-risk snack and meal per student in attendance any time of the day on weekends or holidays, including vacation periods, during the regular school year.
4. To maintain attendance records.

Sponsors of emergency shelters agree:

1. To provide proof that all emergency shelters are in compliance with all applicable state and/or local health and safety standards as found in Rules and Regulations of the State Board of Health for Food Service, WAC 246-215.
2. To provide congregate meal service and meals at no separate charge.
3. To maintain attendance records indicating the names and ages of children in residence for whom meals are claimed.

4. To maintain records of the number of meals by type (breakfast, lunch, supper, and snacks) served to eligible residential children. The Sponsor shall not claim more than three (3) meals (breakfast, lunch, supper) or two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times.

Sponsors of for-profit adult care centers:

1. Certify that in each proprietary center, 25 percent of the adults in care are Title XIX recipients in the month preceding application to the program. The Sponsor shall continue to certify and provide such information in each succeeding month.
2. Shall not claim reimbursement for meals served in any proprietary center for any month during which the center does not meet the eligibility requirement.

PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the Sponsor agrees to operate the SFSP, CFDA No. 10.559.

The Sponsor shall comply with all provisions of 7 CFR part 225. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Retain final financial and administrative responsibility for the Program.
3. Operate a nonprofit food service during the period specified.
4. 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.
5. 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. Take meal counts at the point of service.
7. Issue a *Free Meal Policy Statement* in accordance with 7 CFR 225.6(c).
8. Meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1) and provide documentation of such training.
9. 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 the State Agency.
10. 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).
11. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by through the UDSA Foods Program.
12. Have access to facilities necessary for storing, preparing, and serving food.
13. Maintain a financial management system as prescribed by the State Agency.
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d).
15. Maintain children on site while meals are consumed.
16. Comply with the audit requirements as listed in this agreement.

PARTICIPATION IN FOOD DISTRIBUTION PROGRAMS

This section applies only if the sponsor agrees to operate the USDA Food Distribution Program. The Sponsor shall comply with all provisions of 7 CFR part 250 and further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.
3. When receiving donated foods, 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 sponsor's fault or negligence.
4. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
5. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
6. To take immediate action as directed to comply with Food Recalls involving USDA Foods. Designate a point of contact responsible for responding to Food Recalls.
7. To provide, on a timely basis, any changed information, including, but not limited to changes in delivery locations.
8. Remit timely payment for charges incurred for processing, distribution, storage, or shipping as applicable.
9. Notwithstanding any other provisions of this agreement which are expressly or impliedly to the contrary, the State Agency does not waive and shall possess the right to recover all funds and value of donated foods 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.

PARTICIPATION IN THE FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

This section applies only if the sponsor agrees to operate the FFVP. The sponsor shall comply with all provisions authorized by Section 19 of the Richard B. Russell National School Lunch Act and 7 CFR 221. The sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State Agency.
2. Follow proper procurement procedures, as stated in 7 CFR 200.
3. Expend FFVP funds only for the purpose of operating the FFVP at schools approved by the State Agency.
4. Implement the FFVP in accordance with the plan submitted and approved by the State Agency.
5. Fresh fruit and vegetables will be the major focus of the program and no funds shall be expended for any costs not allowed as outlined in the most current USDA *Fresh Fruit and Vegetable Handbook*.
6. Food items purchased from these funds will be made available only during schools hours, but not during breakfast or lunch meal service times.
7. Practice all Food Safety and Hazard Analysis and Critical Control Point (HACCP) principles for fresh produce.
8. Not submit for reimbursement any food purchased and not consumed by the last operating day of the FFVP.
9. Purchase any FFVP funded equipment prior to December 31.
10. Ensure payroll charges to the FFVP meet 2 CFR 200 requirements. Signed time and effort reports must be maintained.
11. Ensure the Food Service Director or designee attend the FFVP annual training. This staff member will train appropriate LEA employees and maintain a record of the training.

12. As applicable, the LEA contracting with a Food Service Management Company (FSMC) will include in the food service management agreement the FFVP duties assigned to the FSMC.
13. All program records must be retained according to the Secretary of State Records Retention Schedule. Records must be made available upon request.

FOOD SERVICE MANAGEMENT SERVICES

Sponsors must comply with Federal, State and local procurement requirements when obtaining the services of a Food Service Management Company (FSMC), including 7 CFR 210.21, 2 CFR 200.318-326, 2 CFR 200.400 and contract provisions in Appendix II to 2 CFR Part 200.

AUDIT REQUIREMENTS

Audit requirements for Sponsors (subrecipients) expending federal funds from the State Agency under this agreement are as follows:

Sponsors are required to maintain records that identify all federal funds received and expended. Such funds shall be identified by the fund's Catalog of Federal Domestic Assistance (CFDA) numbers. Sponsors must also make these records available for review or audit by officials of federal agencies, the General Accounting Office, and OSPI or designee.

Sponsors expending $750,000 or more in federal funds from all federal sources combined in any fiscal year must receive an audit, in accordance with 2 CFR Part 200 Subpart F, for that fiscal year. Audits must be:

- Completed within nine (9) months of the end of that fiscal year;
- Submitted to the Federal Audit Clearinghouse (FAC) by the earlier of 30 days following receipt of the completed audit or 9 months following the end of the fiscal year.

If an Indian Tribe or Tribal Organization opts to not make the reporting information publicly available on the FAC website in accordance with 2 CFR Part 200 Subpart F Section 200.512(b)(2), a copy of the data collection form and reporting package must be submitted to State Agency.

The State Agency has the discretion to call for audits beyond those required by law. The State Agency sets audit policy for audits of proprietary institutions that administer child nutrition programs and may order an audit of a proprietary institution based on risk assessment.

SUSPENSION AND DEBARMENT

By signature of this agreement, Sponsors certify that their organization is not suspended, debarred or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Additionally, sponsors assure they will not enter into a covered transaction with a suspended, or debarred entity by completing one of the following:

1. Checking the Excluded Parties List System (EPLS) which is part of the System for Award Management (SAM);
2. Collect a certification from the organization stating that they are not suspended nor debarred; or
3. Include a clause in their contract or solicitations.

CERTIFICATION REGARDING LOBBYING

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding $100,000 in Federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each.

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding $100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

PROCUREMENT STANDARDS

Sponsors are required to follow regulations concerning the procurement of supplies, food, equipment and other services with program funds. These requirements ensure that materials and services are obtained efficiently and economically while in compliance with applicable laws. Procurement standards apply to all officers, employees, and agents acting on behalf of the sponsor. Regulations for procurements standards are found in 2 CFR 200 Uniform Administrative Requirements: Cost Principles and Audit Requirements for Federal Awards and program specific regulations including; Child and Adult Care Food Program 7 CFR 226 Child and Adult Care Food Program and FNS Instruction 796-2, Rev. 4 Allowable Costs Rules; School Meal Programs 7 CFR 210 National School Lunch Program, 7 CFR 215 Special Milk Program and 7 CFR 220 School Breakfast Program; and Summer Food Service Program 7 CFR 225 Summer Food Service Program and FNS Instruction 796-4 Allowable Cost Rules.

CLAIMS FOR REIMBURSEMENT

Sponsors must submit claims for reimbursement in accordance with 7 CFR 210.8, 7 CFR 220.11, 7 CFR 215.10, 7 CFR 225.9(d), or 7 CFR 226 and per dates and methods required by the State Agency. The sponsor shall repay any funds owed as a result of a financial compliance audit or administrative review.

Each party to this agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this agreement.

COLLECTION EFFORTS

The collection of funds owed to the State Agency as a result of an overpayment of claims, an advance, or any other situation resulting in an overpayment made to the Sponsor by the State Agency shall comply with the following:

1. The Sponsor agrees to comply with collection procedures set forth by RCW 19.16.500. The venue of any action arising out of this agreement shall be in Thurston County, Washington.
2. 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 percent of the first $100,000 and 35 percent for amounts over $100,000.

The collection procedure 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 Sponsor's participation in the programs under this agreement are conditioned upon OSPI's approval of the sponsor's online application in the Washington Integrated Nutrition System (WINS).

This agreement constitutes the entire agreement and upon the effective date, takes precedence over any previous existing agreements which the Sponsor may have signed related to any Child Nutrition Programs. 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, and certifies that all information in the agreement is true and correct.

SPONSOR NAME
Stanwood School District
SIGNATURE OF AUTHORIZED REPRESENTATIVE
PRINTED NAME AND TITLE
DATE

OSPI USE ONLY	
AGREEMENT EFFECTIVE DATE	**APPROVAL DATE**
APPROVED BY **DATE**	**APPROVED BY**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
Leanne Eko, RD, SNS Director of Child Nutrition Services	Mike Woods Director of Agency Financial Services