Kansas State Department of Education
Child Nutrition & Wellness

AGREEMENT
Summer Food Service Program
Return two (2) signed copies

_____
Name of Sponsor

_____
Mailing Address

_____
City Zip

In order to carry out the purpose of Section 13 of the National School Lunch Act, (42 U.S.C. 1761) as amended and the regulations governing the Summer Food Service Program (7 CFR Part 225), hereinafter referred to as "Program,", the Kansas State Department of Education, hereinafter referred to as the "KSDE," and the Sponsor, whose name and address appear above, covenant and agree as follows:

SPONSOR AGREES THAT *For each approved site, it shall conduct the Program in accordance with the following provisions as applicable: 7 CFR Part 225, 226, 2 CFR 200, handbooks, guidance and instructions issued by the United States Department of Agriculture, hereinafter referred to as "USDA" and KSDE and statutes of the State of Kansas; regulations of the Kansas State Board of Education and, specifically, shall conform to the following requirements in the conduct of the Program:*

THE SPONSOR SHALL:

1. Provide proof of tax exemption under the Internal Revenue Code of 1986, or the Sponsor shall be a public entity.

2. Designate an Authorized Representative who is fully empowered to enter into any agreement with KSDE; responsible for reviewing and analyzing meal counts to ensure accuracy; and acting for Sponsor in signing Program documents, Program reports, and reimbursement claims pertaining to the operation of the Program. The designated Authorized Representative is:

   Name _____ Title _____

   Phone _____ E-mail _____

3. Operate a nonprofit food service for children from May through September on school vacation or at other times under a continuous school calendar system. The Program may be extended to also include meal service that is provided at nonschool sites to children who are not in school during the months of October through April affected by an unexpected school closure due to a natural disaster, major building repair, court order relating to school safety or other issues, labor management disputes or similar causes.

4. Utilize, to the maximum extent feasible, either its own food service facilities or a school food service facility.

5. Observe the bidding, contractual and procurement procedures set forth in 7 CFR Part 225.17, with respect to minority business enterprises.

6. Submit to KSDE prior to the beginning of Program operations, copies of all contracts between Sponsor and food service management companies, along with a certification of independent price determination, as necessary.

7. Serve meals without cost to all children except those at camp sites and non-eligible conditional non-congregate sites. At camp sites and conditional non-congregate sites, children who are not eligible for reduced price and free school meals may be charged a fee for meals.

8. Provide a regularly scheduled food service for the children attending each approved site.

9. Assure, for each session at which meals will be claimed at sites (except nonresidential and residential camp sites) offering a regularly scheduled organized cultural or recreational activity to enrolled children for whom a daily attendance register is maintained, that at least 50 percent of the enrolled children are eligible for reduced price or free school meals.

10. Submit to KSDE within two weeks of receiving notification of approval, a copy of the letter advising the local health department of Sponsor's intention to provide food service during the specified period of operation, food service sites and meal preparation facilities, as necessary.

11. Have access to adequate facilities and maintain proper sanitation and health standards in conformance with all applicable State and local laws for the storage, preparation, and service of food and correct any violations found by health officials.

12. Serve the same meals to all children. Meals that meet requirements set forth in 7 CFR 225.16 shall be served during the meal service period(s) as designated on the Site Application(s).

13. Obtain prior approval from KSDE for changes made in the time and dates of any meal service period.

14. Maintain children on site while meals are consumed for sites operating congregate meal service. Certain exceptions are allowable when appropriate information is provided to KSDE including field trips. Children may not remain onsite to consume meals at sites operating non-congregate meal service. A non-congregate meal service means a food service at which meals are provided for children to consume all of the components off-site. Non-congregate meal service must only be operated at sites designated as "rural" with no "Congregate meal service," as determined in 7 CFR 225.6

15. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service site, including adequate personnel to conduct required monitoring visits per 7 CFR 225.15(d).

16. Maintain on file documentation of site visits and reviews on forms provided by KSDE.

17. Establish a procedure to deal with problems observed during any required monitoring or other site visits, including corrective action, follow-up and closing of site(s).

18. Maintain full and accurate records of operations under this Agreement and retain such records for a period of three (3) years after the end of the fiscal year to which they pertain, except that if audit or investigative findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit or investigation. Record of expenditures and income receipts shall be maintained in such a manner as to reflect the nonprofit status of the food service program.

19. Comply with audit requirements in accordance with 7 CFR Part 3052, 2 CFR 200 Uniform Administrative Requirements, cost principles, and Audit Requirements for Federal Awards.

20. Make available, upon request, to KSDE, USDA and other authorized officials, all records pertaining to operations under this Agreement for audit or administrative review.

21. Maintain a financial management system as prescribed by KSDE.

22. Maintain accurate records that justify all meals claimed for reimbursement. Failure to maintain such records shall be grounds for denial of reimbursement for meals served and/or administrative costs claimed during the period covered by the records in question (7 CFR 225.9 and 225.15).

23. Attend training for Sponsor's administrative personnel provided by KSDE.

24. Conduct training sessions for all personnel with assigned Program responsibilities (office, administrative, food service and site personnel) with regard to Program duties and responsibilities as required by 7 CFR 225.15 (d)(1). No site may operate until its personnel have attended such training sessions. At a minimum, training of site personnel shall include: purpose of Program, civil rights, site eligibility, record keeping, site operations, including both congregate and non-congregate meal services, meal pattern requirements, and duties of a monitor. Sponsor shall provide training throughout the summer to ensure that administrative and site personnel are thoroughly knowledgeable in all areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities.

25. Retain final financial and administrative responsibility for its Program.

26. Agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and 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 ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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 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 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 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 the behalf of the Program applicant."

27. Use the approved nondiscrimination statement, post it on site in view of the food service participants, and make it available to media, parents/guardians of participants, members of the community, and/or residents of the site area, as applicable.

28. Certify as a private nonprofit organization or government Sponsor that direct operational control of food service will be exercised over all sites under its sponsorship.

29. Assure that a site serving homeless children is not a residential childcare institution and that no cash payments, Food Assistance or in-kind services shall be received for meals served to eligible children.

30. Assure that a migrant site will predominantly serve migrant children if allowing meal service also to non-migrant children

KSDE AND SPONSOR MUTUALLY AGREE THAT:

1. The Sponsor Application and the Site Application for each site where meals will be served are part of this Agreement.

2. Sites may be deleted from or added as need arises; provided however that no site may operate or serve meals until KSDE issues written notice of approval of the site.

3. KSDE shall establish a maximum level for the number of meals, which may be claimed for reimbursement for each vended site. Such an approved level of meal service shall be subject to adjustment by KSDE as set forth in 7 CFR 225.6.

4. No Sponsor employee, officer, or agent shall participate in the selection, award, or administration of a contract in which Program funds are used, where, to his/her knowledge, he/she or his/her family, partners, or organization in which he/she or his/her immediate family or partner has a financial interest or with whom he/she is negotiating or has any arrangement concerning prospective employment.

5. No member or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise there from; but this provision shall not be construed to this Agreement if made with a corporation for its general benefit.
6. KSDE shall promptly notify Sponsor of any change in the minimum meal requirements or the assigned rates of reimbursement.

7. This Agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and KSDE may terminate this Agreement immediately upon receipt of evidence that terms and conditions of this Agreement or any laws or regulations have not been fully complied with by Sponsor. Any termination of this Agreement by KSDE shall be in accordance with applicable laws and regulations.

8. When a Sponsor is terminated for cause, any payments made to the Sponsor or any recoveries by KSDE from the Sponsor shall be in accordance with the legal rights and liabilities of the parties.

9. The provisions of Form DA-146a, entitled Contractual Provisions Attachment, are reprinted, herein under mark of Schedule A and are made a part of this Agreement.

10. The provisions found in the Free Meal Policy Statement are reprinted herein and made a part of this Agreement under mark of Schedule B.

11. The following appeal procedure shall be followed when a Sponsor requests a review of the (a) denial of an applicant's Sponsor or Site Application; (b) denial of a Sponsor's request for an advance payment; (c) denial of a Sponsor's claim for reimbursement; (d) KSDE's refusal to forward to the USDA an exception request by the Sponsor for payment of a late claim or a request for an upward adjustment to a claim; (e) claim against a Sponsor for remittance of a payment; (f) termination of a Sponsor or a site; (g) denial of a Food Service Management Company's application for registration or revocation of a Food Service Company's registration.

    Procedures in Filing a Request for Administrative Review (Appeal)

    - An applicant, Sponsor, food service management company (the appellant) aggrieved by an adverse action listed in above, may appeal such action by filing a timely request for review.

    - The appellant will receive written notice of adverse action by certified mail, return receipt requested or email with read receipt requested, including the grounds upon which the action was taken and a statement that the appellant has a right to appeal the action of the KSDE.

    - The appellant will be afforded the opportunity to review any information upon which the action was based.

    - The appellant must send an email to the CNW director for a written request for review within ten (10) calendar days following the date of receipt of the notice of action.

    - The appellant may refute the charges in the notice of action by filing written documentation. Written documentation may be included with the request. To be considered, all written documentation must be received within seven (7) calendar days from the date of the request for review. Mail or deliver paperwork to: Kansas State Department of Education Office of General Counsel, 900 SW Jackson St., Topeka, KS 66612-1212. Documentation must include:
        - Clear identification of the action being appealed
        - A photocopy of the notice of action issued by CNW.

    - A hearing will be scheduled by the review official in addition to or in lieu of a review of the written information submitted by the appellant only when the appellant so specifies in the letter of request for review.

    - If the appellant has requested a hearing, the appellant and the KSDE shall be provided with at least five (5) days advance written notice, sent by certified mail, return receipt requested, of the time and place of the hearing, to be held within fourteen (14) days of the date of receipt of the request for a review.

    - The appellant may retain legal counsel, or may be represented by another person. Failure of the appellant's representative to appear at a scheduled hearing shall constitute the appellant's waiver of the right to a personal appearance before the review official, unless the review official agrees to reschedule the hearing.

    - A representative of the KSDE shall be allowed to attend the hearing to respond to the appellant's testimony, written information and/or to answer questions from the review official.

    - The review official will inform the appellant of the determination of the review by certified mail, return receipt requested, within five (5) working days after the appellant's hearing or after receipt of written documentation if no hearing is held. The review official's decision will be final.

    - Participating Sponsors and sites may continue to operate the Program during the appeal of termination.

RECORDKEEPING REQUIREMENTS

Sponsor agrees to keep full and accurate records of the food service operation to serve as a basis for reimbursement claims and for audit and review purposes. Upon request, Sponsor agrees to make all accounts and records available to KSDE and USDA for audit or supervisory review at a reasonable time and place. Such records shall be as follows:

1. Meals
   a. Daily number of meals, by type, served to eligible and non-eligible children (camps & conditional non-congregate sites) and all adults,
   b. Menu planning records showing actual amounts of foods prepared for each meal served
   c. Sponsor shall plan for and prepare or order meals on the basis of participation trends, with the objective of providing one meal per child per meal service. Production and participation records shall be maintained to demonstrate positive action toward this objective.

2. Program Income
   a. From federal reimbursement
   b. From adult meal payments
   c. From meals served to children who do not meet eligibility requirements at conditional non-congregate sites
   d. From all other sources

3. Program Expenditures
   a. For operating expenses
   b. For administrative expenses

4. Administrative Records, including:
   a. Site visits and Site reviews
   b. Content of training sessions conducted for administrative and site personnel
   c. Attendance records for training sessions
   d. Enrollment & eligibility records, as applicable
   e. Contracts with food service management companies/school food authorities, as applicable

KSDE AND SPONSOR MUTUALLY AGREE THAT:
For the purpose of this Agreement, the following items shall mean:

Administrative costs: Costs incurred by a Sponsor related to planning, organizing, and managing a food service under the Program, excluding interest costs and operating costs.

Advance payment: Financial payments made available to a Sponsor for its operating costs and/or administrative costs prior to the end of the month in which such costs will be incurred.

Areas in which poor economic conditions exist: (1) The local areas from which a site draws its attendance in which at least 50 percent of the children are eligible for reduced price or free school meals by school attendance data, census data, or data sources including Departments of Welfare, Zoning Commissions, USDA's Rural Development Housing Authorities, Housing and Urban Development (HUD) Housing Authorities or local housing authorities, or (2) an enrolled program in which at least 50 percent of the enrolled children at the site are eligible for reduced price or free school meals as determined by statements of eligibility based on the household size and income.

Camps: Residential summer camps and nonresidential day camps, which offer a regularly scheduled food service as part of an organized program for enrolled children. Nonresidential camp sites shall offer a continuous schedule of organized cultural or recreational programs for enrolled children between meal services.

Children: (1) Persons 18 years of age and under, and (2) persons over 18 years of age who are determined by a State or local educational agency to have a mental or physical disability and who participate during the school year in a public or nonprofit private school program established for the mentally or physically disabled.

Costs of obtaining food: Costs related to obtaining food for Program meals for children; may include the cost of processing, distributing, transporting, storing, or handling any food purchased for, or donated to, the Program.

Conditional Non-Congregate Site: A site which qualifies for Program participation because it conducts a non-congregate meal service for eligible children in an area that does not meet the definition of "areas in which poor economic conditions exist" and is not a "Camp," as defined in this section.

Congregate Meal Service: A food service at which meals that are provided to children are consumed on site in a supervised setting.

Non-Congregate Meal Service: A food service at which meals are provided for children to consume all of the components off site. Non-congregate meal service must only be operated at sites designated as "Rural" with no "Congregate meal service," as determined in § 225.6(h)(3) and (4).

USDA: U.S. Department of Agriculture

DHHS: U.S. Department of Health & Human Services

Facilities service costs: Costs for service other than labor that are required to operate the Program where: (a) facilities are considered buildings, or parts of buildings, but not land, used for the preparation of food; (b) food service equipment is considered to be equipment designed for the storage, preparation, cleaning, serving, and transporting of food.

Federal fiscal year: A period of twelve months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.

Food service management company: Any commercial enterprise or nonprofit organization which contracts with a Sponsor to prepare unitized meals, with or without milk, for use in the Program or for managing a Sponsor's food service operation in accordance with the limitations set forth in 7 CFR 225.15; includes public agencies or entities, private nonprofit organizations, or private for-profit companies.

Income to the Program: All funds used by a Sponsor in its food service program, including but not limited to all monies, other than Program payments, received from federal, state, and local governments, from food sales to adults, and from any other source, including cash donations or grants.

Meals: Food which is served to children at a food service site and which meets the nutritional requirements set forth in 7 CFR Part 225.16.

Nondiscrimination Statement: When space permits, use the following statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(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; or

(3) Email: program.intake@usda.gov.

When space is limited, the following statement may be used in print no smaller than the text:

This institution is an equal opportunity provider.

Offer: An option available to Sponsors who also operate the School Nutrition Program, which allows a child to refuse one or more items of a breakfast, lunch and/or supper that the child does not intend to consume.

Operating costs: The costs of operating a food service under the Program. ***Includes*** (1) costs of obtaining food, (2) labor directly involved in the preparation and service of food, (3) cost of nonfood supplies, (4) rental and use allowances for equipment and space, (5) costs for transporting children in rural areas, and (6) cost of delivering non-congregate meals in rural areas. ***Excludes*** (1) costs of the purchase of land, acquisition or construction of buildings, (2) alteration of existing buildings, (3) interest costs, (4) value of in-kind donations, and (5) administrative costs.

Private nonprofit: Tax exempt under Section 501(a) of the Internal Revenue Code of 1986, as amended.

Program: Summer Food Service Program

Rural: (1) Any area in a county which is not a part of a Metropolitan Statistical Area based on the Office of Management and Budget's Delineations of Metropolitan Statistical Areas; (2) Any area in a county classified as a non-metropolitan area based on USDA Economic Research Service's Rural-Urban Continuum Codes and Urban Influence Codes; (3) Any census tract classified as a non-metropolitan area based on USDA Economic Research Service's Rural-Urban Commuting Area codes; (4) Any area of a Metropolitan Statistical Area which is not part of a Census Bureau-defined urban area; (5) Any area of a State which is not part of an urban area as determined by the Secretary; (6) Any subsequent substitution or update of the aforementioned classification schemes that Federal governing bodies create; or (7) Any “pocket” within a Metropolitan Statistical Area which, at the option of the State agency and with FNSRO approval, is determined to be rural in character based on other data sources.

School Food Authority: The governing body referred to as school Sponsor that has responsibility for the administration of one or more schools and legal authority to operate a school meal program in those schools.

Self-preparation: The Sponsor prepares the meals, which will be served at its site(s) and does not contract with a food service management company for the preparation of all or a portion of the meals.

Session: A specified period of time during which an enrolled group of children attend a program or camp.

Site: A physical location at which a Sponsor provides a food service for children

Sponsor: A public or private nonprofit school food authority, public or private nonprofit residential summer camp, a public or private nonprofit college or university currently participating in the National Youth Sports Program, a unit of local, municipal, county, or state government or a private nonprofit organization that qualifies under specific criteria which develops a special summer or other school vacation program, providing food service similar to that available to children during the school year, and which is approved to participate in the Program.

KSDE: Kansas State Department of Education.

Temporary Assistance to Families (TAF): Federal funds provided for a limited period of time to families with children who meet state income and asset requirements.

Unit of local, municipal, county or state government: An entity which is so recognized by the state constitution or state laws, such as the state administrative procedures act, tax laws, or other applicable state laws which delineate authority for government responsibility in the state.

Unitized meal: Meal components (except the milk or juice) that are portioned, packaged, delivered and served as a unit.

Vended: A Sponsor which purchases unitized meals, with or without milk, which it will serve at its sites from a food service management company or a school food authority.

MEAL SERVICE

SPONSOR UNDERSTANDS AND AGREES THAT:

1. Each Sponsor shall serve one or more of the following types of meals as provided in its application:
   a. Breakfast
   b. Lunch
   c. Supper
   d. Snack

2. School sponsors may use the National School Lunch Program and School Breakfast Program meal patterns instead of the designated Program meal patterns.

3. Most Sponsors may be approved to serve up to two meals or one meal and one snack during each day of operation. This provision does not affect meal service in camps or meals served to primarily migrant children, where up to three meals or two meals and a snack may be served during each day of operation.

4. School sponsors may implement the "offer" option at any approved site following the same lunch and/or breakfast meal pattern as used during the prior school year or using the SFSP meal pattern for breakfast, lunch or supper. When offer is used at SFSP breakfast a 4th item must be served representing an additional grain bread, fruit/vegetable or meat/meat alternate.

5. Except as otherwise provided in this Agreement, Sponsors shall ensure that sufficient quantities of food are planned and prepared so each meal served in the Program shall contain, as a minimum, the food components indicated below:

SUMMER FOOD SERVICE PROGRAM (SFSP) MEAL PATTERN

FOOD COMPONENTS	BREAKFAST	LUNCH/SUPPER	SNACK
MILK			
Fluid Milk	1 c (8 fl oz)	1 c (8 fl oz)	1 c (8 fl oz)
VEGETABLES AND/OR FRUITS			
Vegetable/Fruits **or**	½ c	¾ c	¾ c
Full-strength vegetable or fruit juice **or**	½ c (4 fl oz)	⅜ c (3 fl oz) juice is maximum allowable of ¾ c total	¾ c (6 fl oz)
An equivalent quantity of any combination of vegetables/fruits/juice			
GRAINS AND BREADS (whole grain or enriched)			
Bread **or**	1 slice	1 slice	1 slice
Corn bread, biscuits, rolls, muffins, etc. **or**	1 serving	1 serving	1 serving
Dry cereal **or**	¾ c or 1 oz	----------	¾ c or 1 oz
Cooked pasta or noodles **or**	½ c	½ c	½ c
Cooked cereal or cereal grains **or**	½ c	½ c	½ c
An equivalent quantity of any combination of grains/breads			
MEAT AND MEAT ALTERNATES			
Lean meat/poultry/fish **or**	1 oz	2 oz	1 oz
Cheese **or**	1 oz	2 oz	1 oz
Eggs **or**	1/2 large	1 large	½ large
Cooked dry beans or peas **or**	¼ c	½ c	¼ c
Peanut/soynut butter or other nut/seed butters **or**	2 Tbsp	4 Tbsp	2 Tbsp
Peanuts/soynuts or tree nuts or seeds **or**	N/A	2 oz1 c or 8 oz	1 oz
Yogurt, plain or flavored, sweetened or unsweetened **or**	½ c or 4 oz		½ c or 4 oz
An equivalent quantity of any combination of the above meat/meat alternates			

BREAKFAST	LUNCH OR SUPPER	SNACK
One serving of milk.	One serving of milk.	Must contain two food items.
One serving of a vegetable or fruit or full strength juice.	Two or more servings of vegetables, fruits and/or juice (from 2 or more sources).	Items must be from a different component.
One serving of grains or breads.	One serving of grains or breads.	Juice cannot be served when milk is served as the only other component.
A meat or meat alternate is **optional**.	One serving of meat or meat alternate.	

6. The quantities of food specified in the SFSP Meal Pattern are approximate amounts of food to serve 10 to 12 year old children. Lesser amounts of these foods may be served to participating children under six years of age if the Sponsor can demonstrate to the satisfaction of KSDE that it has the capability of controlling portion size so as to ensure that variations in portion size are in accordance with the age levels of the children served. In such cases, Sponsors shall follow the age appropriate meal pattern requirements contained in the Child and Adult Care Food Program regulations (7 CFR Part 226.20).

7. Additional foods served must be part of the meal pattern or be purchased with non-program funds.

8. Sponsors must receive KSDE approval to serve children 1 year of age or younger and shall be required to comply with the applicable meal patterns contained in the Child and Adult Care Food Program regulations (7 CFR Part 226.20).

9. A food service management company or school food authority who contracts with a Sponsor for vended meals must provide unitized meals as defined in the SFSP Meal Pattern, unless waived by KSDE.

10. If emergency conditions prevent a Sponsor from obtaining a temporary supply of milk to replace an unavailable normal supply of milk, KSDE may approve the service of breakfast, lunch, supper, or snack without milk during the emergency period.

11. Sponsor shall make substitutions to meals for children with a disability that restricts the child's diet on a case-by-case basis and only when supported by a statement from a "medical authority" that is authorized by Kansas state law to write medical prescriptions: licensed physician (MD or DO) OR a physician's assistant (PA) OR an advanced registered nurse practitioner (ARNP) authorized by their responsible licensed physician or Registered Dietitian (RD).

FINANCIAL MANAGEMENT

SPONSOR UNDERSTANDS AND AGREES THAT:

1. Procurement standards applicable to USDA funds for use by Sponsors as established in 7 CFR Part 225.17 shall be followed.

2. Procurement transactions shall be conducted in a manner that provides maximum open and full competition in accordance with 7 CFR 225.17.

3. A system for contract administration, which ensures the adequacy of contractual clauses, contract or conformance with terms, conditions, and specifications of the contract or order, and ensure adequate timely follow-up of all purchase actions shall be maintained.

4. The standard solicitation contracts as prescribed by KSDE for purchase of supplies and services from any food service management company shall be used.

5. Income accruing to the Program (except Program reimbursement) and applicable Program credits such as food returns, allowances, discounts, and the like, shall be clearly identifiable in its record keeping system and shall be applied so as to reduce cost for the period in which it is received.

6. Use income accruing to the Program only for Program purposes. Provided, however, that such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings.

7. The following costs are not allowable expenses from Program funds:
   a. Costs of purchasing land, acquiring or constructing buildings, or making alterations to existing buildings;
   b. Costs of purchasing nonexpendable equipment, whether food service, office, automotive, or any other kind of equipment;
   c. Costs of repairs to any equipment that materially increases the value or useful life of the equipment;
   d. Use allowance for buildings or any kind of equipment except food service equipment, and use allowance for food service equipment that is not specifically permitted in the Sponsor's written agreement with KSDE. No equipment purchased with federal assistance may have a use allowance applied. Use allowances may not be applied to idle equipment;
   e. Rental fees claimed by Sponsor for equipment already owned by Sponsor;
   f. Rental of only dining space, except when school facilities are utilized;
   g. Contractual agreements, which are classified as rental purchase or lease with an option to purchase;
   h. Donations used, whether of labor, food, supplies, or any other kind except for nonexpendable food service equipment;
   i. Interest or other financial or legal charges on money borrowed by Sponsor;
   j. Fines and penalties; and
   k. Bad debts.

8. An administrative budget shall be submitted annually to KSDE in accordance with 7 CFR 225.6(c)(3)(v).

REIMBURSEMENT

SPONSOR UNDERSTANDS AND AGREES:

1. To the extent of funds available, KSDE shall reimburse the Sponsor in connection with meals served to children at approved sites during the term of this Agreement. During any fiscal year, the amount of operating reimbursement for meals served shall not exceed an amount equal to the number of meals by types served to children multiplied by applicable rates of operating reimbursement. The amount of administrative reimbursement for meals served shall not exceed an amount equal to the number of meals by types served to children multiplied by applicable administrative rates of reimbursement.

2. KSDE will forward advance payments to the Sponsor in accordance with 7 CFR 225.9. A second or third advance payment will not be issued until the KSDE receives all prior month's reimbursement claims.

3. To certify that a training session has been conducted for administrative and site personnel before the KSDE will issue a second advance payment. School Sponsors need not meet this requirement.

4. To claim reimbursement only for the type(s) of meal(s) specified on the Site Application(s) and served without charge to eligible children during the approved meal service period at approved sites, and within approved levels of meal service, as applicable.

5. To account separately for any meals served to adults.

6. To submit claims for reimbursement via on-line KN-CLAIM claiming system or on forms furnished by KSDE in accordance with procedures established by KSDE and 7 CFR 225.9. Only final claims received by KSDE within 60 calendar days following the close of the claiming month shall be eligible for reimbursement.

7. To certify that the claim for reimbursement is correct and that records are available to support the claim.

8. To certify that it operated all sites for which it is approved.

9. Not to claim reimbursement under 7 CFR Parts 210, 215, 220, or 226, or any other Federally funded program for meals served under the Program.

10. That failure to comply with any financial management requirement may result in a reduction in the amount of reimbursement in a given month or upon completion of Program operation.

At-Risk Afterschool Meals Requirements
If the Sponsor participates in At-Risk Afterschool Meals of the Child & Adult Care Food Program, the Sponsor agrees to:

1. Obtain documentation indicating that each site that will be offering afterschool meals through CACFP offers educational or enrichment activities and is a site where at least 50 percent of the children are eligible for free or reduced price school meals or is located in the attendance area of an eligible school as required by 7 CFR 226.17a(a). Sites will be identified and documentation provided on the KN-CLAIM site application.

2. Certify that during the last 7 years, the Sponsor and the individual responsible for the food service have not been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements or provide documentation that it was later reinstated or determined eligible for the program or convicted of any activity that indicated a lack of business integrity.

3. Attend CACFP Administrative training annually.

4. Document service of one meal and/or snack in the program operated after school or on days that school is not in session. Follow the meal pattern requirements for CACFP [7 CFR 226.20(c)] or NSLP meals [7 CFR 210.10(a)(1)(i)].

5. Abide by all of the requirements for procurement found in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22. Disburse all Child Nutrition Program reimbursements to pay expenses related to Child Nutrition Programs without the requirement to allocate programs separately. Charge indirect costs appropriately to the nonprofit school food service account.

6. Operate in accordance with guidance provided in the CACFP Administrative Handbook available at https://cnw.ksde.gov.

I certify that the information submitted in this Agreement and accompanying attachments, Sponsor Application and Site Application(s) is true and correct and that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal statutes.

SIGNATURES ON BEHALF OF SPONSOR

Signature of Authorized Representative	**Date**	**Signature of Sponsor Official** *(A representative of the applicant Sponsoring agency other than the Authorized Representative)*	**Date**
Print Name & Title of Authorized Representative		Print Name & Title of Sponsor Official	

SIGNATURES ON BEHALF OF KSDE

Commissioner of Education	**Date**	**Director, Child Nutrition & Wellness**	**Date**

SCHEDULE A
CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.).*

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.)* and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.)* and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.)* (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.),* the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

SCHEDULE B
FREE MEAL POLICY STATEMENT

SPONSOR UNDERSTANDS AND AGREES THAT:

1. Participation in the Program includes the responsibility for providing free meals to eligible children in the site(s) under its jurisdiction.

2. All children are served the same meals at no separate charge and that there is no overt identification of free meal recipients.

3. Each sponsor shall annually announce in the media serving the area from which it draws its attendance the availability of free meals. Camps and other programs not eligible under §225.2 of "areas in which poor economic conditions exist") shall annually announce to all participants the availability of free meals for eligible children. All media releases issued by camps and other programs not eligible under §225.2 of "areas in which poor economic conditions exist") shall include: the Secretary's family-size and income standards for reduced price school meals labeled "SFSP Income Eligibility Standards"; a statement that a foster child and children who are members of households receiving Food Assistance, FDPIR, or TANF benefits are automatically eligible to receive free meal benefits at eligible program site; and a statement that meals are available without regard to race, color, national origin, sex, age, or disability.

IF AN ENROLLED, CONDITIONAL NON-CONGREGATE, RESIDENTIAL CAMP SITE; IN ADDITION:

4. For the purpose for determining eligibility for free meals, Applications for Meal Benefits shall be distributed to parents or guardians of children enrolled in the Program. A letter to parents shall accompany the meal application and shall contain only the household size and income guidelines for reduced price eligibility. This letter shall include a statement that children who are members of household receiving Food Assistance, TAF or FDPIR benefits, or children from households whose income is at or below the USDA's income eligibility guidelines may be eligible for free meals. The meal application shall include names of all household members, the last four digits of the social security number (SSN) of the adult signing the application or an indication that the person does not have a SSN, monthly income by source and household member, and shall require the signature of an adult household member. Instead of providing income as is currently required, households applying on behalf of children who are members of Food Assistance households, or receiving TAF or FDPIR benefits would be required only to provide the Food Assistance, or TAF or FDPIR case number(s) of the child(ren) for whom eligibility is being claimed.

5. No meals shall be claimed unless there is adequate documentation for each household on file to support the claim. This documentation shall be maintained on file for three (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 as long as required for the resolution of the issues raised by the audit.

6. There shall be no physical segregation of any child. The names of the children for which meals may be claimed shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by any means.

7. The following items shall be submitted to the KSDE as attachments to this Agreement:
   a. Letter to Household including household size/income guidelines for reduced price eligibility
   b. Application for Meal Benefits
   c. Public Release for enrolled and residential camp sites only if Sponsor has missed deadline for KSDE submission to media.

8. For camps and conditional non-congregate sites that charge separately for meals, the Sponsor shall provide:
   a. A statement that the eligibility standards conform to the USDA's household size and income standards for reduced price school meals;
   b. A description of the method or methods to be used in accepting applications from households for Program meals, ensuring that households are permitted to apply on behalf of children who are members of Food Assistance households or those receiving TAF and FDPIR benefits; and
   c. A description of the method used by camps and conditional non-congregate sites for collecting payments from children who pay the full price of the meal while preventing the overt identification of children receiving a free meal.

9. The camp Sponsor or Sponsor of conditional non-congregate sites shall establish a hearing procedure for households wishing to appeal a denial of an application for free meals which provides for the following:
   a. That a simple, publicly announced method will be used for a household to make an oral or written request for a hearing;
   b. That the household will have the opportunity to be assisted or represented by an attorney or other person;
   c. That the household will have an opportunity to examine the documents and records supporting the decision being appealed both before and during the hearing;
   d. That the hearing will be reasonably prompt and convenient for the household;
   e. That adequate notice will be given to the household of the time and place of the hearing;
   f. That the household will have an opportunity to present oral or documentary evidence and to confront and cross-examine any adverse witnesses;
   g. That the household will have an opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness;
   h. That the hearing shall be conducted and the decision made by a hearing official who did not participate in the action being appealed.
   i. That the decision shall be based on the oral and documentary evidence presented at the hearing and made a part of the record;
   j. That the household and any designated representative shall be notified in writing of the decision;
   k. That the written records shall be prepared for each hearing which includes the action being appealed, any documentary evidence and a summary of oral testimony presented at the hearing, the decision and the reasons for the decisions, and copy of the notice sent to the household; and
   l. That the written records shall be maintained for a period of three (3) years following the conclusion of the hearing, during which it shall be available for examination by the household or its representatives at any reasonable time and place.

10. If a household requests a hearing, the child shall continue to receive free meals until a decision is rendered.