

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the sponsor selects this program on the sponsor information page of the application.

The Sponsor will comply with all provisions of 7 CFR Part 225

[7 CFR Part 225]

and all requirements developed and imposed by these regulations that incorporate the Sponsor Application for Participation by reference, as well as applicable provisions of 2 CFR Parts 400, 415, 416, et al. and United States Department of Agriculture and Michigan Department of Education guidance, hereby incorporated by reference.

The Sponsor also agrees to the following specific provisions, as applicable:

1. To hold final financial and administrative responsibility for the SFSP.
2. To operate a nonprofit food service during the period specified below [7 CFR 225.6(i)(1)].

[7 CFR 225.6(i)(1)]

3. **Meal periods.** To serve meals that meet the requirements and provisions set forth in 7 CFR 225.6(i), during times identified as meal service periods by the Sponsor, including

[7 CFR 225.6(i)]

- a. from May through September for children on school vacation;
- b. at any time of the year, in the case of sponsors administering the SFSP under a continuous school calendar system;
- c. from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety, labor-management disputes, or, when approved by the Michigan Department of Education.

4. **Meal requirements.** To serve meals which meet the requirements and provisions of 7 CFR 225.16 and to serve the same meals to all children during meal service periods set by the Sponsor and that there is no discrimination during the food service. [7 CFR 225.6(i)(2) and (3)].

[7 CFR 225.6(i)(2) and (3)]

5. **No cost meals.** To serve meals without cost to all children. Camps may charge for meals served to children who are not served meals under the SFSP. [7 CFR 225.6(i)(4)]

[7 CFR 225.6(i)(4)]

6. **Free meal policy.** To issue a free meal policy statement following 7 CFR 225.6(f). [7 CFR 225.6(i)(5)]

[7 CFR 225.6(f); 7 CFR 225.6(i)(5)]

7. **Administrative oversight.** Sponsors which are units of local, municipal, county, or State government, and sponsors which are private nonprofit organizations, will only be approved to administer the Program at sites where they have administrative oversight. Administrative oversight means that the sponsor shall be responsible for:
- Maintaining contact with meal service staff, ensuring that there is adequately trained meal service staff on site, monitoring the meal service throughout the period of the Program participation, and terminating meal service at a site if staff fail to comply with Program regulations; and
 - Exercising management control over Program operations at sites throughout the period of Program participation by performing the functions specified in 7 CFR 225.15.

[7 CFR 225.15]

8. **Training.** To meet the training requirement for its administrative and personnel on site as required under 7 CFR 225.15(d)(1). [7 CFR 225.6(i)(6)]

[7 CFR 225.15(d)(1); 7 CFR 225.6(i)(6)]

9. **Reimbursement requirements.** To claim reimbursement only for the types of meals described in this Agreement or in each annual application update and served without charging children at approved sites during the approved meal service period, except at camps, as provided in 7 CFR 225.9(d); 7 CFR 225.6(i)(7)(i).

[7 CFR 225.9(d); 7 CFR 225.6(i)(7)(i)]

Claim reimbursement only for the types of meals specified in the application or in each annual update and served without charging children who meet the SFSP's income standards. Each annual application update will specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7 CFR 225.6(i)(7).

[7 CFR 225.6(i)(7)]

No permanent changes may be made in the serving time of any meal unless the changes are approved by the Michigan Department of Education. [7 CFR 225.6(i)(7)(iv)]

[7 CFR 225.6(i)(7)(iv)]

10. **Submit claims.** To submit claims for reimbursement following procedures established by the Michigan Department of Education, and those stated in 7 CFR 225.9. Claims for reimbursement will include meal counts at the site level. [7 CFR 225.6(i)(8)]

[7 CFR 225.9; 7 CFR 225.6(i)(8)]

11. **Food safety.** In the storage, preparation, and service of food, to maintain proper sanitation and health standards, and comply with all applicable state and local laws and regulations [7 CFR 225.6(i)(9)].

[7 CFR 225.6(i)(9)].

12. **Food.** To accept and use, in quantities that may be efficiently used in the SFSP, foods offered under 7 CFR Part 250 (FDP); 7 CFR 225.6(i)(10)]

7 CFR Part 250 (FDP); 7 CFR 225.6(i)(10)]

13. **Proper facilities.** To have access to facilities necessary for storing, preparing, and serving food. [7 CFR 225.6(i)(11)]

[7 CFR 225.6(i)(11)]

14. **Financial management.** To maintain a financial management system as described by the Michigan Department of Education. [7 CFR 225.6(i)(12)]

[7 CFR 225.6(i)(12)]

15. **Recordkeeping.** Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15(d)(2) and (3). [7 CFR 225.6(i)(13)]

[7 CFR 225.15(d)(2); (3). [7 CFR 225.6(i)(13)]

16. **Record review.** Upon request, to make all SFSP accounts and records related to the SFSP available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. [7 CFR 225.6(i)(14)]

[7 CFR 225.6(i)(14)]

17. **Keeping records.** To maintain all SFSP records for a period of three years after the end of the fiscal year to which they apply unless audit or investigative findings have not been resolved. In that case the records shall be kept until all issues raised by the audit or investigation have been resolved. [7 CFR 225.6(i)(14)]

[7 CFR 225.6(i)(14)]

18. **Meals at site.** To maintain children on site while meals are eaten as required by 7 CFR 225.6(i)(15).

[7 CFR 225.6(i)(15)]

19. **Multiple state operation.** If seeking to operate in multiple states, to apply and enter into an agreement with each state agency. To make records available to each state agency in the respective state to ensure the state agencies can complete their monitoring responsibilities.

20. **Unused funds.** To keep any funds (unused reimbursement) left at the end of the SFSP year to use as start-up funds for the following program year or for improving the Sponsor's SFSP services in the following SFSP year. As a final option, and to minimize expense, use toward the operation of other CNPs. [7 CFR 225.9(g)]

[7 CFR 225.9(g)]

CERTIFICATION

Section for all Child Nutrition Programs

To qualify for federal assistance, the program application MUST be accompanied by a written Assurance that the program or facility will be operated in compliance with the civil rights laws and nondiscrimination regulations.

1. The Sponsor hereby agrees to comply with:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.),

- b. Title IX of the Education Amendments of 1972 ([20 U.S.C. 1681 et seq.](#)),
 - c. Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)),
 - d. the Age Discrimination Act of 1975 ([42 U.S.C. 6101 et seq.](#));
 - e. all provisions required by implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR [50.3](#) and [42](#);
 - f. and FNS directives and guidelines, to the effect that no person will, 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 Sponsor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
2. By making this Assurance, the Sponsor agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to determine compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service, will have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or have possession of any assistance from the Department.
 3. The Sponsor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Additionally, the Sponsor certifies that its vendors/ subrecipients are neither excluded nor disqualified under the suspension and debarment rules found at [2 CFR Part 417](#) and [2 CFR Part 200](#) by checking the Excluded Parties List System (EPLS). This information can be found at <https://sam.gov/content/home>.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, 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.