TN Department of Human Services

Summer Food Service Program Workshop

2021

Summer Food Service Program (SFSP) COVID-19 Waivers

Expires September 30, 2021

Child Nutrition Waiver Update	#73
Nationwide Waiver to Allow Meal Pattern Flexibilities for Summer 2021 Operations	#74
Nationwide Waiver to Allow Non-Congregate Feeding for Summer 2021 Operations	#75
Nationwide Waiver to Allow Parents and Guardians to Pick Up Meals for Children for Summer 2021 Operations	#76
Nationwide Waiver to Extend Area Eligibility Waivers for Summer 2021 Operations	#77
Nationwide Waiver of Meal Service Time Restrictions for Summer 2021 Operations	#78
Nationwide Waiver to Allow Offer Versus Serve Flexibilities in the Summer Food Service Program for Summer 2021 Operations	#79
Nationwide Waiver to Allow Area Eligibility for Closed Enrolled Sites for Summer 2021 Operations	#80
Nationwide Waiver to Waive First Week Site Visits in the Summer Food Service Program for Summer 2021 Operations	#81

Summer Food Service Program (SFSP) COVID-19 Waivers

Expires June 30, 2021

Nationwide Waiver to Allow SFSP and Seamless Summer Option (SSO) operations through SY 2020-21 -Extension	#59
Nationwide Waiver to Extend Area Eligibility Waivers -Extension #3	#60
Nationwide Waiver to Allow Non-congregate feeding in SFSP/SSO -Extension #5	#61
Nationwide Waiver to Allow Parents and Guardians to Pick-up Meals for Children – Extension #5	#62
Nationwide Waiver to Allow Area Eligibility for Closed Enrolled Sites in the SFSP and the National School Lunch Program SSO -Extension #2	#64
Nationwide Waiver to Waive First Week Site Visits in the SFSP –Extension #2	#65
Nationwide Waiver of Meal Service Time Restrictions in the SFSP and the National School Lunch Program SSO –Extension #2	#66
Nationwide Waiver to Allow Offer Versus Serve Flexibilities in the SFSP –Extension #2	#67
Nationwide Waiver to Allow Reimbursement for Meals Served Prior to Notification of Approval and Provide Flexibility for Pre-Approval Visits in the SFSP –Extension	#69
Nationwide Waiver to Allow Meal Pattern Flexibility in SFSP/SSO –Extension #8	#70
Nationwide Waiver of Food Service Management Contract Duration in the National School Lunch Program and SFSP –Extension	#71

Child Nutrition Waivers by State: Tennessee:
https://www.fns.usda.gov/disaster/pandemic/covid-19/tennessee#cn

FNS Responds to COVID-19: www.fns.usda.gov/coronavirus

Memorandums

- SP 01-2021, CACFP 01-2021, SFSP 01-2021: Questions and Answers Relating to the Nationwide Waiver to Allow Summer Food Service Program and Seamless Summer Option Operations through School Year 2020-2021 – EXTENSION – Q&As #2
- SP 03-2021: Fresh Fruit and Vegetable Program Operations for SY 2020-21 during COVID-19
- SP 04-2021, CACFP 03-2021, SFSP 03-2021: Questions and Answers Relating to the Nationwide Waiver to Allow Summer Food Service Program and Seamless Summer Option Operations during School Year 2020-2021 – Q&As #3
- SP 05-2021, CACFP 04-2021, SFSP 04-2021: Questions and Answers Relating to the Nationwide Waiver to Allow Summer Food Service Program and Seamless Summer Option Operations during School Year 2020-2021 – Q&As #4

Reimbursement Rates

For more information on the breakdown of reimbursement rates, visit the Federal Register page at www.govinfo.gov

Per Meal Rates	Continental US	Continental US
Site Types	**Rural or Self-Prep**	**All Other Types**
Breakfast	2.4625	2.4150
Lunch or Supper	4.3175	4.2500
Snack	1.0200	0.9975
Administrative Rates	**Continental US**	**Continental US**
Site Types	**Rural or Self-Prep**	**All Other Types**
Breakfast	0.2225	0.1750
Lunch or Supper	0.4075	0.3400
Snack	0.1100	0.0875

Federal Register/Vol. 85 No.251/Thursday, December 31, 2020/Notices

How do I become a sponsor?

- Complete sponsor training
- Submit information to tnsfsp.dhs@tn.gov
- Apply for SFSP in Tennessee Information Payment System (TIPS)

SFSP Contact Information:

Tennessee Department of Human Services
Summer Food Service Program (SFSP)
James K. Polk Building - 15th Floor
505 Deaderick Street
Nashville, TN 37243

Email: TNSFSP.DHS@tn.gov **Phone:** (615) 313-4749

Tennessee Information Payment System (TIPS)

If you are a new sponsor and have questions, contact SFSP at the above contact information.

SFSP Sponsor Requirements

Before you start

- Documentation of Tax Exempt Status
  - 501(c)(3) – Private non-profit
  - Secretary of State verification
    - https://www.irs.gov/charities-non-profits/automatic-revocation-of-exemption (IRS Revocation List)
  - Verification of tax-exempt status – All other public agencies
    - https://www.irs.gov/charities-non-profits/tax-exempt-organization-search

- Data Universal Numbering System (DUNS)
  - Nine-character number
  - Used to track how federal money is allocated
  - Apply with Dun & Bradstreet
    - https://fedgov.dnb.com/webform
  - Register with the System for Awards Management (SAM) after receiving your DUNS number
    - www.sam.gov

- Federal Employer Identification Number (FEIN)
  - Unique 9-digit number assigned by the IRS to business entities operating in the United States for the purpose of identification. The issuance of a FEIN to a non-profit organization is separate and distinct from the organization obtaining tax-exempt status from the IRS.
  - https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online

- Bond Requirement and Background Check
  - Information can be located in TIPS
  - Annual background checks

- Documentation of Financial History

Tennessee Secretary of State https://sos.tn.gov/business-services

STATE OF TENNESSEE
Department of Human Services
James K. Polk Building-15th Floor
505 Deaderick Street
Nashville, TN 37243-1403

Bond Number: _____

Effective Date:

_____

FOOD PROGRAM SPONSOR BOND

Surety's Identification Number (NAIC #) _____

Know All Men By These Presents:

Name of Legal Entity: _____

Street Address:_____

(If a partnership, name each member of partnership and address.)_____

That we, _____, as Principal, and_____, as Surety (licensed by the Tennessee Department of Commerce & Insurance), are held firmly bound unto the Tennessee Department of Human Services, as Obligee in the sum of _____($_____) for the payment whereof, to bind ourselves to be jointly and severally held and bound unto the State of Tennessee, for the use and benefit of the State of Tennessee.

Signed, sealed, and dated the _____ day of _____, 20_____.

Whereas, the conditions of this obligation are such that the above bounden principal, a Food Program Sponsor, as defined by Tenn. P. Ch. 798 is required under the provisions of Tenn. P. Chp. 798, to post a bond written in favor of the State of Tennessee, and which shall be conditioned on the performance by the Sponsor of all of its duties and obligations under the CACFP and SFSP programs as defined by 7 CFR 225 and 226. This bond shall remain in full force and effect from the date posted;

Whereas, if the Sponsor fails to perform duties and obligations on which this bond is conditioned, TDHS shall be authorized to execute on this bond upon obtaining either an administrative or judicial order for the sum due the Department. TDHS may deposit the funds collected in the state treasury and reduce the amount of overpayment due from that Sponsor by the amount collected. NOW, THEREFORE, the conditions of the obligation are such, that if TDHS has completed a monitoring review of the Sponsor, and the Sponsor fails to remit any overpayment due TDHS, or TDHS completes any other research, including but not limited to investigations, administrative reviews, or management evaluations, into the contractual performance of the Sponsor and the Sponsor fails to remit any overpayments due for the contract period, the Surety is obligated to pay any net obligations shown to be owed to TDHS upon a showing that TDHS has obtained an administrative or judicial order for the amount due.

It is hereby agreed and understood by the surety on this bond:

(1) The surety upon this bond shall have the right to terminate the liability upon giving to the State of Tennessee sixty (60) days' notice by registered mail of its intention to so terminate, but said surety shall remain liable for all sums due under the provisions of this bond up to and including the effective date of such termination of liability.

(2) This bond is continuous and remains in full force and effect from the date this bond is posted or such time as either principal or surety requests that liability be terminated. Said request shall be granted in the manner set out in the paragraph directly preceding this paragraph.

The bond penalty is the aggregate liability regardless of the number of years the bond remains in force.

Witness our signature on this the _____ day of _____, 20_____.

_____, Principal,

By _____

_____, Surety,

By _____

(If an attorney in fact, licensed in Tennessee)

(If a partnership, each member of partnership must sign below):

_____ _____

Subscribed and sworn to before me on this the ____ day of
_____.

_____ _____

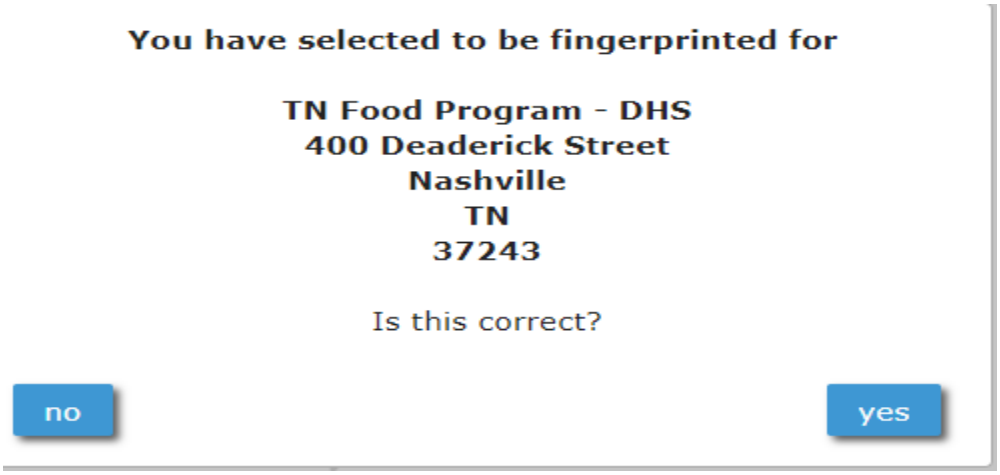
Signature of Notary Public Commission Expires

Tennessee Department of Human Services

Summer Food Service Program

Fingerprint Instructions:

1. Go to https://tn.ibtfingerprint.com
2. Select 'Schedule an Appointment'.
3. If 'Service Code' appears select 'Don't know your Service Code'. In the 'Agency Name' field select **Department of Human Services** from the drop-down arrow and click **Go.**
4. In the 'Applicant type' field select **FS-DHS Food Programs,** click **Go.**
5. In the 'Provider ID' field type **EMPLOYEES**.
6. In the 'Provider Suffix' field type **008**.
7. In the 'DHS Hired Date' field type **01012018**.
8. In the 'Social Security Number' field enter **your social security number**.
9. In the 'County of Residence' field use the drop-down arrow to select the county in which you reside.
10. Select **Yes** when this pop-up screen appears:



11. Select one of the boxes on the Acknowledgement/Release screen.
12. Enter a zip code to determine the closest fingerprinting station and select **Go**.
13. Select 'Schedule' from the list of available locations and dates. Choose a time that is convenient.

14. Complete all fields on the Applicant Information page and click **Submit** at the bottom of the page.
15. On the next page, if all information is correct, select **Go**.
16. You will receive a registration confirmation page.
17. Arrive at the fingerprinting location at the selected time.

Direct Authorization Form (ACH)

STATE OF TENNESSEE
DEPARTMENT OF FINANCE & ADMINISTRATION
SUPPLIER DIRECT DEPOSIT AUTHORIZATION
(NOT WIRE TRANSFERS)

Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".
State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Ave
Nashville, TN 37243

SECTION 1: TYPE OF REQUEST

☐ New
☐ Change Existing Account: Enter Existing Routing No: _____ Existing Account No: _____

SECTION 2: ACCOUNT HOLDER INFORMATION

Name (as shown on your income tax return): _____

Business Name, if different from above: _____

Federal Employer Identification Number (FEIN): _____ or Social Security Number (SSN): _____

Enter the address that should be associated with the account number::

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Telephone: _____

Enter the email address to which the remittance advices should be routed:

Email: _____

SECTION 3: AUTHORIZATION

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes ◯ No ◯

Account Type: Checking ◯ Savings ◯

Financial Institution Name: _____

Routing Number: _____ Account Number: _____

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

Authorized Signatory Printed Name: _____

Authorized Signature: _____ Date: _____

SECTION 4: FINANCIAL INSTITUTION VERIFICATION

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

Representative Name: _____ Representative Signature: _____

Title of Representative: _____ Date: _____

Business Fax Number: _____ Business Phone Number: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

CIVIL RIGHTS TRAINING
ROSTER OF PERSONNEL IN ATTENDANCE
(Must be completed annually.)

Name of CACFP Institution/SFSP Sponsor:
_____

Mailing Address:
_____

CACFP/SFSP Agreement No: _____

Name-PRINTED	Name – SIGNATURE	Job Title

Telephone No.: _____

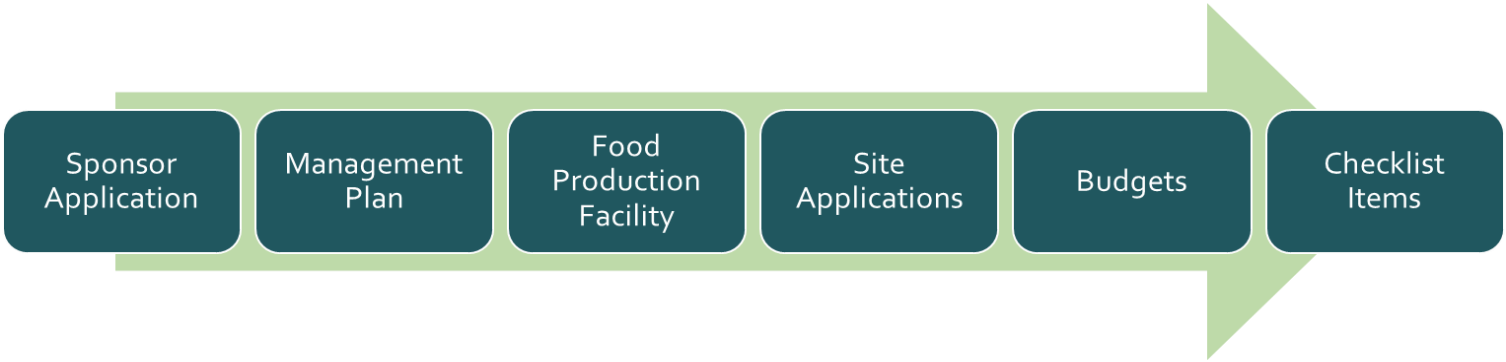
Date Training Completed: _____

This institution is an equal opportunity provider.
REV. 6/2018

Identifying Sites

- Use mapping tools
  - Capacity Builder
    - https://www.fns.usda.gov/capacitybuilder

Order of Completing Sponsor Application in TIPS



Application Requirements

- Access the SFSP application in TIPS
- A **complete** application will receive approval or denial within 30 days of receipt by TDHS
- Deadline is May 1, 2021
- Submit documentation of tax-exempt status
- Complete a site application for each proposed site
- Closed-enrolled sites and campus must provide a written policy statement on free meals
- Upload a copy of completed media release
  - Form can be downloaded in TIPS
- Submit a complete management plan that includes staffing needs and an administrative budget
- Certify that a training programs for monitors and site personnel
- Identify meal service types
- Upload the proposed meals agreement if a sponsor will use a Food Service Management Company (FSMC) or School Food Authority (SFA)
- Sponsors must enter into a Permanent Provider Agreement with the State Agency

News Release: SFSP Open Sites

Submitted to: *[Insert Media Outlet Name]* on *[Insert Date]*

[Insert name of sponsor] is participating in the Summer Food Service Program. Meals will be provided to all children without charge and are the same for all children regardless of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity, and there will be no discrimination in the course of the meal service (not all prohibited bases apply to all programs.). Meals will be provided, at a first come, first serve basis, at the sites and times as follows:

[List all sites and the starting and ending times of meal service for each site.]

_____ _____

_____ _____

_____ _____

To file a program complaint alleging 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:

Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax:
(202)690-7442; or

Email:
Program.intake@usda.gov

This institution is an equal opportunity provider.

Media Release: SFSP Enrolled Sites and Camps

Submitted to: *[Insert Media Outlet Name]* on *[Insert Date]*

[Insert name of sponsor] is participating in the Summer Food Service Program. Meals will be provided to all eligible children free of charge. To be eligible to receive free meals at a residential or non-residential camp, children must meet the income guidelines for reduced-price meals in the National School Lunch Program. The income guidelines for reduced-price meals by family size are listed on the next page. Children who are part of households that receive Supplemental Nutrition Assistance Program (SNAP, formerly food stamps) benefits or benefits under the Food Distribution Program on Indian Reservations (FDPIR), or Temporary Assistance to Needy Families (TANF) are automatically eligible to receive free meals.

Acceptance and participation requirements for the Program and all activities are the same for all regardless of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity and there will be no discrimination in the course of the meal service (not all prohibited bases apply to all programs.). Meals will be provided at the sites and times as follows:

[List all sites and the starting and ending times of meal service for each site.]

_____ _____

_____ _____

_____ _____

To file a program complaint alleging 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:

Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax:
(202)690-7442; or

Email:
Program.intake@usda.gov

This institution is an equal opportunity provider.

Rev. 1/2020

Income Eligibility Guidelines

(Reduced-Price Only)

SFSP 2021

Effective from July 1, 2020 through June 30, 2021

HOUSEHOLD SIZE	Reduced Price Meals – 185%				
	ANNUAL	**MONTHLY**	**TWICE PER MONTH**	**EVERY TWO WEEKS**	**WEEKLY**
1	23,606	1,968	984	908	454
2	31,894	2,658	1,329	1,227	614
3	40,802	3,349	1,675	1,546	773
4	48,470	4,040	2,020	1,865	933
5	56,758	4,730	2,365	2,183	1,092
6	65,046	5,421	2,711	2,502	1,251
7	73,334	6,112	3,056	2,821	1,411
8	81,622	6,802	3,401	3,140	1,570
For each additional family member, add…	8,288	691	346	319	160

To convert weekly income to monthly income multiply by 4.333.

To convert every two-week income to monthly income multiply by 2.1666.

To convert bi-monthly, or twice per month, income to monthly income multiply by 2.

To convert monthly income to annual income multiply by 12.

This institution is an equal opportunity provider.

Rev. 2/2021

TENNESSEE DEPARTMENT OF HUMAN SERVICES
SUMMER FOOD SERVICE PROGRAM (SFSP)
AGREEMENT BETWEEN THE STATE AND SPONSOR

Name of Sponsor:
_____

Telephone #: ( ) - Address:
_____

City/State: _____ Zip: _____

Federal Employer Identification Number: _____

DUNS: _____
_____

This Agreement (the "Agreement"), by and between the above-named institution or center (referred to as the "Sponsor") and the State of Tennessee, Department of Human Services (referred to as the "State" or "Department") enter into this Agreement effective _____ , 2016 (the "Effective Date"), in accordance with Section 17 of the National School Lunch Program, as amended, and the Regulations governing the Child and Adult Care Food Program ("CACFP") and Summer Food Service Program ("SFSP") set forth in 7 CFR Part 226 and set forth in 7 CFR Part 225.

Provided the Sponsor completes the annual CACFP Application which is approved by the Department, this Agreement will remain in effect and be binding as long as the Sponsor receives funds from the State or has a program fund balance unless: (a) the Sponsor fails to comply with any term or condition of the Agreement; or (b) there are substantive changes in regulations applicable to the CACFP or SFSP which require a new agreement.

A. Responsibilities. As a condition of participation in CACFP, the Sponsor shall:

1. Accept final administrative and financial responsibility for the management of a proper, efficient and effective non-profit food service program for CACFP operations at all centers listed in the Sponsor's approved Application for Participation and Management Plan and all Application(s) for Participation of Individual Centers, and all other documents submitted to the State as may be amended from time to time;

2. Comply with and meet all responsibilities and requirements set forth in:

i. the Code of Federal Regulations, 7 CFR Part 226 – Child and Adult Care Food Program;
ii. all Department of Human Services program and fiscal Policy Memos, including without limitation the Department of Human Services' *Policies and Procedures Manual for the Child and Adult Care Food Program*, as may be amended;
iii. all applicable Office of Management and Budget (OMB) circulars;
iv. Instructions, Circulars and policy memoranda issued by the United States Department of Agriculture ("USDA"); and
v. the Sponsor's approved application for participation;

3. Ensure that in the operation of the CACFP no person will be subject to discrimination, excluded from participation, or denied benefits because of race, color, national origin, age, disability, sex, gender identity, religion reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or because all or part of an individual's income is derived from any public assistance program, or protected genetic information in any program or activity conducted or funded by the USDA;

4. Comply with all requirements of Title VI of the Civil Rights Act of 1964 (P.L 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and USDA regulations pertaining to non-discrimination (7 CFR parts 15, 15a and 15b);

5. Notify the public about Sponsor's non-discrimination policy and procedures for filing a complaint;

6. Obtain approval from the Department for any new center or site before claiming CACFP reimbursement;

7. Serve and claim reimbursement only for meals that meet USDA portion, component and meal pattern requirements specified in CACFP regulations;

8. Claim only those meals which have been approved by the Department and are served to children or adults in attendance;

9. Accept compensation only for actual, reasonable, and necessary costs not to exceed the rates of reimbursement established by the USDA, based on the number of eligible meals served;

10. Use CACFP funds exclusively for participation in CACFP, and primarily for food to provide reimbursable meals to participants and improve the overall food service;

11. Annually collect data on the racial/ethnic categories of the participants in care and maintain records and submit reports as required to the State and USDA to demonstrate compliance with non-discrimination laws and regulations;

12. Not transfer any of its rights or responsibilities of CACFP or this Agreement;

13. Maintain a financial management system which follows generally accepted accounting principles and procedures;

14. Comply with all applicable federal audit requirements, including those specified in 7 CFR, Part 3052. The audit report must be submitted within 30 days of the Sponsor's receipt of the audit report from the independent auditor, or nine months after the end of the audit period, whichever is sooner;

15. Maintain complete and accurate records, including those to support each monthly claim for reimbursement, for the past five (5) fiscal years plus the current year, or until resolution of any outstanding reviews or audits;

16. Submit to the State monthly claims for reimbursement on the form required by the State. The initial claim must be submitted within 30 days following the last day of the month for which claim is made. Any claim submitted for reimbursement within the 30-day time frame may be adjusted up to 60 days following the last day of the month covered by the claim;

17. Repay any overpayments or unearned money upon demand if the State determines that the reimbursement earned during a fiscal year is less than the amount paid;

18. If it is a for-profit center, or has a for-profit center under its administration, claim reimbursement only for meals served in months when 25% of the enrolled children (or 25% of the licensed capacity, whichever is less) receive subsidized tuition payments for child care services or are eligible for free or reduced price meal reimbursement;

19. Not use money provided by the State for any partisan political activity, to influence legislation or to help elect or defeat any candidate for public office;

20. Not permit the organization, its directors, officers, members or employees to engage in any activities promoting any political candidate or party, except as a private citizen;

21. Cooperate with all monitoring and/or audit activities performed by the State and federal officials and make all accounts and records relating to CACFP and SFSP available upon request to the State, as well as to other authorized State or federal officials for audit or administrative review;

22. Permit State or federal officials with photo identification, to make announced or unannounced visits during normal work hours to observe CACFP operations and to review any records, books and accounts needed to determine compliance with CACFP regulations and civil rights laws;

23. Maintain complete and accurate records relating to CACFP, including those supporting every monthly claim for reimbursement for the past three fiscal years plus the current year, or until resolution of any outstanding reviews or audits;

24. Retain records relating to the CACFP for a period of five (5) years following termination of this Agreement, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved; The obligations set forth in this Section shall survive the termination of the Agreement;

25. Comply with all applicable state and federal law and rules pertaining to the procurement of food, supplies and other goods and services, including without limitation the CACFP and SFSP procurement standards set forth in 2 CFR Part 200, 7 CFR 226.22, and 7 CFR 225.17, as well as policies and procedures of the Department; and

26. If participating as a sponsor of child care homes:
   a. accept reimbursement for administrative costs based on the rates of reimbursement established by the USDA for the number of child care homes sponsored, subject to 7 CFR Part 226.12;
   b. accept eligible advance payments, as requested, for administrative start-up costs subject to 7 CFR Part 226.12; and
   c. accept eligible advance payments, as requested, for administrative expansion costs to expand into rural and low income areas subject to 7 CFR Part 226.12.

B. <u>Additional Requirements for Participation in Summer Food Service Program. If participating in the SFSP, the Sponsor shall:</u>

1. Comply with the SFSP federal regulations found at *7* CFR Part 225, as amended; the uniform guidelines identified in the Department of Human Services *Management and Administrative Plan for the Current Summer Food Service Program;* all applicable Office of Management and Budget (OMB) circulars; all Department of Human Services' program and fiscal policy memorandums issued before the date this Agreement ends; policy memoranda issued by the USDA*;* and the Sponsor's approved application for participation;

2. Claim reimbursement only for the type or types of meals specified in this Agreement and served without charge to children at approved sites during the approved meal service period, with the exception of camps which shall claim reimbursement only for the type or types of meals specified in the Agreement and served without charge to children who meet program's income standards;

3. Ensure that agreements with the Sponsor specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR § 225.6(d)(2);

4. Submit invoices no more often than monthly in form and substance acceptable to the Department for any reimbursement of allowable costs;

   (Invoices may be submitted electronically or by completing the HS-1951 for CACFP invoices and the HS-2306 for SFSP invoices.)

5. Receive eligible advance payments, as requested, for operational and administrative costs in accordance with 7 CFR Part 225.9;

6. If participating as a school food authority, offer meals which meet the requirements and provisions set forth in 7 CFR Part 225.16 during times designated as meal service periods by the Department, and offer the same meals to all children;

7. If it is not a non-school food authority, serve meals which meet the requirements and provisions set forth in 7 CFR Part 225.16 during times designated as meal service periods by the Department, and serve the same meals to all children;

8. Issue a free meal policy statement in accordance with 7 CFR Part 225.6(c);

9. Meet the training requirement for its administrative and site personnel, as required under 7 CFR Part 225.15(d)(1);

10. Ensure that proper sanitation and health standards are maintained in conformance with all applicable State and local laws and regulations in the storage, preparation and service of food;

11. Have access to facilities necessary for storing, preparing, and serving food; and

12. Maintain file documentation of site visits and reviews in accordance with 7 CFR Part 225.15(d) (2) and (3).

C. <u>Suspension of Participation; Termination of Agreement.</u>

1. The Department will take action to terminate this Agreement and disqualify the Sponsor's participation and its responsible principals in the CACFP/SFSP in accordance with 7 CFR Part 226.6(c)(3) and 7 CFR Part 225(f)(2) if the Department determines that the Sponsor has:

a. Knowingly submitted a false or fraudulent claim for CACFP/SFSP reimbursement;

b. Failed to fully and permanently correct serious deficiencies in its CACFP or SFSP in a timely manner; or

c. Failed to comply with the law and regulations governing CACFP or SFSP, or USDA instructions and circulars.

2. If state or local health licensing officials has cited a Sponsor for serious health or safety violations, the Department will immediately suspend the Sponsor's CACFP/SFSP participation, initiate action to terminate this Agreement, and initiate action to disqualify the Sponsor and its responsible principals, and responsible individuals.

3. An imminent threat to the health or safety participants or conduct which represents a potential threat to public health or safety constitute "serious deficiency" under this Agreement. Therefore, if the Department determines that there is an imminent threat to the health or safety of participants served by a Sponsor, or that the Sponsor has engaged in activities that threaten the public health or safety, the Department will immediately notify the appropriate state or local licensing and health authorities, and take action that is consistent with the recommendations and requirements of such authorities.

4. This Agreement represents the entire understanding between the parties and may be modified only by a written amendment signed by all parties and approved by additional State officials required by Tennessee law and rules.

5. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D. Audit, Monitoring and Repayment Requirements.

1. Sponsor agrees to allow the Department, Comptroller of the Treasury, or any federal agency to perform onsite audit reviews of the Sponsor's payments and compliance at any time and agrees that the procedures established in this section shall govern the review and repayment procedures for questioned costs for CACFP/SFSP payments.

2. The Department will identify and compute any overpayments made by the Department to the Sponsor. A report of the review and any findings will be provided to Sponsor by the Department.

3 If the audit/monitoring report specifies overpayments to the Sponsor, the Sponsor must make arrangements to repay such amounts within thirty (30) calendar days following issuance of the report.

4. Failure to resolve the findings and/or set up a repayment for overpayments as specified shall result in all future payments being withheld until such overpayments are paid in full and may result in termination pursuant to the terms of this Agreement.

5. The State reserves the right to deduct from amounts which are or will become due and payable to the Sponsor any amounts owed to the State under this or any other agreement between the Sponsor and the State. The State reserves the right to deduct amounts due and payable to the State from payments made to the Sponsor.

6. If the Sponsor receives, or expects to receive, reimbursement of $750,000 or more from all federal sources during the Sponsor's fiscal year, Sponsor shall provide audited financial statements to the Tennessee Comptroller of the Treasury (the "Comptroller").

At least ninety (90) days before the end of its fiscal year, Sponsor shall complete the Notice of Audit Report attached to this Agreement as Attachment "A" in order to notify the State whether or not, based on the reimbursement it receives, the Sponsor is subject to an audit. The Sponsor should submit only one, completed document during Sponsor's fiscal year. If the Sponsor is subject to an audit, and indicates this on Attachment "A," then Sponsor must also complete the Parent-Related Entity Information form attached to this Agreement as Attachment "B."

If Sponsor is subject to an audit, Sponsor shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Sponsor may contact the Comptroller for assistance at: https://www.comptroller.tn.gov/RA_Upload/

All audits shall be performed in accordance with the Comptroller's requirements, as posted on the website referenced. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
The audit contract between Sponsor and the Auditor shall be on a contract form prescribed by the Comptroller. Sponsor shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant and for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

E. Collection of Overpayments. The Sponsor understands and agrees:

1. That an "overpayment" is any payment that exceeds the amount that is lawfully or otherwise correctly due under the terms of this Agreement, or that is not adequately supported by necessary documentation acceptable to the Department;

2. The following repayment and offset procedures shall apply in the event there is an Overpayment:

a. Lump Sum. The Sponsor may choose to repay an overpayment in one payment reduction from their next billing period or may choose to repay the full amount of the overpayment by check or money order made payable to the Department of Human Services and mailed or delivered to the Department's Fiscal Services unit at the following address:

Fiscal Services
Tennessee Department of Human Services
Citizens Plaza Building, 11th Floor
400 Deaderick Street
Nashville, TN 37243

b. Installments. The Sponsor may request approval from the Department to repay any overpayment in installments from a set number of billing periods agreed upon by the parties. A repayment Agreement for this purpose must be signed by the Sponsor and approved by the Department.

c. Collection by Legal Action. – The Department may pursue legal action for repayment under state law in the absence of an arrangement for voluntary repayment.

4. Sponsors terminated from the Child and Adult Care Food Program or Summer Food Service Program while owing a debt to the Department may not re-enroll in the CACFP or SFSP until a satisfactory repayment agreement has been established and approved by the Department.

5. Any current, future or otherwise outstanding debt or civil penalty that the Sponsor, as an individual or as an entity, may owe under this Agreement or under any administrative or judicial order or under any payment, grant or benefit that would otherwise be due to the Sponsor, may be offset by the Department or any agency of the State of Tennessee for any such debts or civil penalties from payments otherwise due, except as otherwise specifically prohibited by law.

6. Any failure of the Sponsor to comply with 7 CFR 226, Regulations for the Child and Adult Care Food Program and 7 CFR 225, Regulations for the Summer Food Service Program may result in the Sponsor being declared seriously deficient. Failure to correct serious deficiencies will result in termination of this Agreement and placement on the National disqualified list.

F. Civil Rights Assurance. The Sponsor understands and agrees that:

"The Program applicant hereby 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."

CERTIFICATION STATEMENT: I HEREBY CERTIFY that:

- I am authorized to sign this Agreement on behalf of the Sponsor and that all information provided to the Department is true and correct;
- Information provided to the Department is being given in connection with the receipt of federal funds from the State of Tennessee;
- State officials may verify information provided on behalf of Sponsor;
- Deliberate misrepresentation will subject me to prosecution under applicable State and federal criminal statutes;
- Institutions and individuals providing false certifications will be placed on the National Disqualified List and will be subject to any other applicable civil or criminal penalties; and
- Neither the Sponsor nor any of its principals has been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity, including 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.

IN WITNESS WHEREOF,

SPONSOR:

Name: _____ Signature: _____

Title: _____ Date: _____

DEPARTMENT OF HUMAN SERVICES:

Name: _____ Signature: _____

Title: _____ Date: _____

ATTACHMENT A

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Sponsor should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Sponsor's fiscal year.***

- Sponsor Legal Entity Name is subject to an audit for fiscal year #.
- Sponsor Legal Entity Name is not subject to an audit for fiscal year #.

Sponsor's Edison Vendor ID Number:

Sponsor's fiscal year end:

Any sponsor that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Sponsor's fiscal year
Federal pass-through funds a. Funds pass through the State of Tennessee b. Funds passed through any other entity	a. b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

Auditor's name: _____

Auditor's address: _____

Auditor's phone number: _____

ATTACHMENT B

Parent - Related Entity Information

Send completed documents as a PDF file to cpo.auditnotice@tn.gov.

The Sponsor should submit only one, completed "Parent Child Information" document to the State (cpo.auditnotice@tn.gov) ***during the Sponsor's fiscal year if the Sponsor has determined that it is subject to an audit and submitted such information on the "Notice of Audit Report" document.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Related Entity" means an entity whose information is contained in another entity's IRS filing.

Is Sponsor Legal Entity Name a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Sponsor Legal Entity Name a Related Entity ? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

Sponsor Responsibilities

- Meal ordering
- Recordkeeping
- Provide information to substantiate claims
- Submit claims
- Train and monitor administrative and site staff
- Announce availability of measl to the media
- Determine and maintain individual income eligibility statements
- Enforce corrective action
- Prepare program applications

Allowable Costs

(not all inclusive)

Administrative	Operating Costs
Labor • Completing the application • Attending training • Consolidating meal counts • Paying Bills • Claims	Food • Purchases • Storage charges
Office costs • Telephone • Postage • Printing • Utilities	Labor • Preparing Meals • Purchasing food, delivery • Point-of-service meal counts • Clean up • Processing, transporting, handling food and supplies
Transportation • Travel to training • Monitoring sites	Other costs • Non-food items • Repairs

Procurement

Procurement

- The act of finding, acquiring or purchasing goods, services or works from an external source, often via a competitive bidding process.

Common Types of Vendors

- Food Service Management Company (FSMC)
    - Any commercial enterprise or non-profit organization a sponsor may contact for preparing unitized meals, with or without milk, to manage a sponsor's food service operations.
- School Food Authority (SFA)
    - The governing body that is responsible for the administration of schools and has the legal authority to operate a lunch program in schools.

Procurement Types

- Invitation for bid (over $250,000)
- Small Purchase Agreement ($10,000-$250,000)
- Micro-purchases (less than $10,000)
- School Food Authority (any amount)

TN Department of Human Services

Meal Service Requirements

What is required in the site application?

- Meals to be served
- Time of meal service
- Site capacity
- Type of site/eligibility
- Meal preparation method

Number and Type of Reimbursable Meals for Sponsors of open, restricted open and enrolled sites:

- May serve up to two meals each day
- Breakfast and lunch
- Breakfast and supper
- Breakfast and snack
- Lunch and snack
- Supper and snack
- Two snacks

Number and Type of Reimbursable Meals for Sponsors of camps and migrant sites:

- May serve up to three meals per child each day
- Breakfast, lunch and supper
- Breakfast, lunch and snack
- Breakfast, supper and snack
- Lunch, supper and snack

Meal Components for SFSP

- Fluid milk
- Fruits/Vegetables
- Grains
- Meat/Meat Alternate

Meal Pattern Requirements

For a Meal to be Reimbursable, it Must Contain:		
Breakfast	**Lunch or Supper**	**Snack**
– One serving of milk; – One serving of a vegetable or fruit or a full-strength juice; and – One serving of grain or bread. – A meat or meat alternate is optional.	– One serving of milk; – Two or more servings of vegetables and/or fruits; – One serving of grain or bread; and – One serving of meat or meat alternate.	– Must contain two food items from different components. However, juice cannot be served when milk is served as the only other component.

Types of Meal Patterns with Serving Sizes

Breakfast Meal Pattern
Select All Three Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
1 fruit/vegetable	1/2 cup	juice,[1] and/or vegetable
1 grains/bread[2]	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains

[1] Fruit or vegetable juice must be full-strength.
[2] Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.

Lunch or Supper Meal Pattern

Select All Four Components for a Reimbursable Meal

1 milk	1 cup	fluid milk
2 fruits/vegetables	3/4 cup	juice,[1] fruit and/or vegetable
1 grains/bread[2]	1 slice 1 serving 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	2 oz. 2 oz. 2 oz. 1 large 1/2 cup 4 Tbsp. 1 oz. 8 oz.	lean meat or poultry or fish[3] or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds4 or yogurt[5]

[1] Fruit or vegetable juice must be full-strength.
[2] Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
[3] A serving consists of the edible portion of cooked lean meat or poultry or fish.
[4] Nuts and seeds may meet only one-half of the total meat/meat alternate serving and must be combined with another meat/meat alternate to fulfill the lunch or supper requirement.
[5] Yogurt may be plain or flavored, unsweetened or sweetened

Snack Meal Pattern

Select Two of the Four Components for a Reimbursable Snack

1 milk	1 cup	fluid milk
[1] fruit/vegetable	3/4 cup	juice,[1] fruit and/or vegetable
1 grains/bread[2]	1 slice 1 serving 3/4 cup 1/2 cup 1/2 cup	bread or cornbread or biscuit or roll or muffin or cold dry cereal or hot cooked cereal or pasta or noodles or grains
1 meat/meat alternate	1 oz. 1 oz. 1 oz. 1/2 large 1/4 cup 2 Tbsp. 1 oz. 4 oz.	lean meat or poultry or fish[3] or alternate protein product or cheese or egg or cooked dry beans or peas or peanut or other nut or seed butter or nuts and/or seeds or yogurt4

[1] Fruit or vegetable juice must be full-strength. Juice cannot be served when milk is the only other snack component.
[2] Breads and grains must be made from whole-grain or enriched meal or flour. Cereal must be whole-grain or enriched or fortified.
[3] A serving consists of the edible portion of cooked lean meat or poultry or fish
[4] Yogurt may be plain or flavored, unsweetened or sweetened.

Options for Leftovers

- **Transfer meals** – Meals may be transferred, if allowed by the local health code, from one site with excess meals to another site with a shortage.

- **Provide seconds**- After all children receive a first meal, a limited number of second meals served as a unit can be claimed for reimbursement, as long as the total number of second meals does not exceed 2% of first meals served. **Sponsors should plan and prepare or order meals with the objective for providing only one meal per child at each meal service.

- **Share table**- Sponsors may designate a "share table" or stations where children may return whole items they choose not to eat, provided that this is in compliance with local and State health and safety codes.

- **Donate**- When it is not feasible to reuse leftovers or store food, FNS encourages sponsors to consider donating it to non-profit organizations working to address hunger in the community, such as homeless shelters, food banks, and food pantries. Sponsors may also choose to send leftover meals or food home with children.

Daily Meal Count Form

Sample Daily Meal Count Form

Attachment 18

DAILY MEAL COUNT FORM

Site Name: Meal Type (circle) : B L SN SU

Address: Telephone:

Supervisor's Name: Delivery Time: Date:

Meals received/prepared _____ + Meals available from previous day _____ = _____ (Total meals available) [1]

First Meals Served to Children (cross off number as each child receives a meal):

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140
141	142	143	144	145	146	147	148	149	150										

Total First Meals + [2]

Second meals served to children:

1 2 3 4 5 6 7 8 9 10 **Total Second Meals + [3]**

Meals served to Program adults:

1 2 3 4 5 6 7 8 9 10 **Total Program Adult Meals + [4]**

Meals served to non-Program adults:

1 2 3 4 5 6 7 8 9 10 **Total non-Program Adult Meals + [5]**

TOTAL MEALS SERVED = [6]

Total damaged/incomplete/other non-reimbursable meals + [7]

Total leftover meals + [8]

Total of items: [6] + [7] + [8] = [9]

(Item [9] should be equal to item [1])

Number of additional children requesting a meal after all available meals were served:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

By signing below, I certify that the above information is true and accurate:

_____ _____

Signature Date

CONTINUATION PAGE FOR DAILY MEAL COUNT FORM

Site Name: Date:

First Meals Served to Children (cross off number as each child receives a meal):

151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170

171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190

191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210

211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230

231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250

Total First Meals + **[2]**

Second meals served to children:

11 12 13 14 15 16 17 18 19 20 **Total Second Meals +** **[3]**

Meals served to Program adults:

11 12 13 14 15 16 17 18 19 20 **Total Program Adult Meals +** **[4]**

Meals served to non-Program adults:

11 12 13 14 15 16 17 18 19 20 **Total non-Program Adult Meals +** **[5]**

TOTAL MEALS SERVED = **[6]**

Total damaged/incomplete/other non-reimbursable meals + **[7]**

Total leftover meals + **[8]**

Total of items: **[6]** **+** **[7]** **+** **[8]** **=**

[9] (Item **[9]** should be equal to item **[1]**on the front side of the page)

Number of additional children requesting a meal after all available meals were served:

16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Instructions for Meal Count Form – Daily

Each site must take a point-of-service meal count every day. This form may be used for the daily meal count.

1. Line 1 equals the total meals available. That number equals the number of meals received or prepared plus the number of meals available from the previous day.
2. Line 2 equals the total number of first meals served to children. Cross out each number as a child receives a meal. Include any teenagers, 18 and under, paid or unpaid, who are helping out at the site. (If more than 150 children are served at the site, use the optional second page. For sites needing the second page, we suggest printing this form front to back.)
3. Line 3 equals the total number of second meals served to children. (Remember, reimbursable meals are limited to no more than two percent of the total number of first meals served.)
4. Line 4 equals the total number of meals served to Program adults. "Program adults" are adults who work directly as part of the operation of the food service. This includes all adults who prepare meals, serve meals, clean up, or supervise the children. This does <u>not</u> include teenagers, 18 and under, who may perform these tasks at the site. Meals for children 18 and under are fully reimbursable, and you would count these meals on Line 2.
5. Line 5 equals the total number of meals served to non-Program adults. "Non-Program adults" are adults who are not directly involved in the operation of the food service. Non-Program adults include any sponsor administrative staff, such as monitors or sponsor directors, or State or Federal reviewers.
6. Line 6 equals the total number of meals served, which is the sum of Lines 1 – 5.
7. Line 7 equals the total number of meals that are unusable because they are damaged, incomplete, or otherwise non-reimbursable.

8. Line 8 equals the total number of leftover meals, which is calculated by subtracting Line 6 from Line 1.
9. Line 9 equals the sum of Lines 6, 7, and 8. It accounts for all meals and should equal Line 1.
10. Use the line at the bottom of the form to record the number of children requesting a (first) meal after all available meals were served. This information is helpful in adjusting meal orders upward.
11. The site supervisor must sign and date the meal count form.

Whose Job is it?

SFSP Sponsor	SFSP Site Supervisor
Provide record forms to sites	Complete daily records
Collect records at least weekly	Keep records based on the actual counts taken
Ensure "the number of meals delivered" on the site record is the same as the number on the vendor's report	Use a separate form for each meal service
	Sign and date each Meal Count Form

Farm to Summer Benefits

- Fruits and vegetables are served at their peak growing and harvesting season
- Children taste fruits and vegetables that may not be available during the school year
- Farmers and ranchers find new markets for products
- Community members become engaged in agriculture-based activities
- Consistent, year-round farm to school programming increases enjoyment of school gardens

https://www.fns.usda.gov/cfs/farm-summer

Farm to Summer video

https://www.youtube.com/watch?app=desktop&v=r9ousEWZujI&list=PLBcton6gOdp0d5YdliI3TtRcSDtCdmzH&index=1

Office of Inspector General Audit Services

SFSP
Food Program Monitoring Overview

Lisa Holbrook, Program Trainer/Monitor

Audit Services Review Criteria for SFSP

- Conduct a review of every new sponsor at least once during the first year of operation
- Annually review a number of sponsors whose program reimbursements, in the aggregate, accounted for at least one-half of the total program meal reimbursements in the prior year
- Annually review every sponsor which experienced significant operational problems in the prior year
- Review each sponsor at least once every three years
- Review sponsors identified as high-risk

Preparing for a Monitoring Visit

- Include evidence of sponsor trainings and Civil Rights training
- Comply with Civil Rights requirements
- Site approval information
- Documentation of the monitoring review during the first week of and first 4 weeks of operation
- Menu (for participation period)
- Food service management company contract(s) and any other documentation pertaining to meal service
- Meal count records
- Delivery tickets (if applicable)
- Documentation of administrative and operational costs

SFSP FY 20 Common Findings

- The incorrect number of meals reported for reimbursement
  - (Title 7 of the Code of Federal Regulations, Section 225.9 (d)(5)

- The Sponsor not conducting monitoring as required
  - (Title 7 of the Code of Federal Regulations, Section 225.15 (d)(3)

- Daily Meal Count Sheets not completed correctly
  - (Title 7 of the Code of Federal Regulations, Section 225.15 (c)(1)

- Milk shortages
    - (Title 7 of the Code of Federal Regulations, Section 225.16(d)

- USDA meal pattern requirements not being met
    - (Title 7 of the Code of Federal Regulations, Section 225.16 (d)

- Sponsor did not maintain delivery tickets
    - (Summer Food Service Program 2016 Administration Guide for sponsors, page 139)

- Racial and Ethnic data not maintained or completed correctly
    - (Summer Food Service Program 2016 Administration Guide for sponsors, page 122)

For questions or assistance regarding audit services, please contact:

Lisa Holbrook Lisa.holbrook@tn.gov (901)-229-5890

TN Department of Human Services

Civil Rights

This institution is an equal opportunity provider.

Child and Adult Care Food Program
Summer Food Service Program

Civil Rights

Annual Federal Training Requirement for:

- State agencies
- Sponsoring organizations
- Centers
- Family day care home providers
- Sites

Civil Rights Legal Authorities

- Title VI of the Civil Rights Act of 1964
- Civil Rights Restoration Act of 1987
- Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA) of 1990; Amendments Act of 2008
- Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972
- Title 7 CFR Parts 15, 15(a), and 15(b)
- Executive Order 13166 "Improving Access to Services for Person with Limited English Proficiency" (August 11, 2000)
- USDA LEP Policy Guidance (79 Fed. Reg. No. 229, November 28, 2014)
- 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State/Local Government Services
- 28 CFR Part 42: Nondiscrimination in Federally Assisted Programs
- USDA Departmental Regulation 4330-2 (nondiscrimination regulations)

Civil Rights Program Authorities

- Richard B. Russell National School Lunch Act of 1946
- Child Nutrition Act of 1966
- 7 CFR Part 226 (CACFP) and 7 CFR Part 225 (SFSP)
- FNS Instruction 113-1 and Appendix B Child Nutrition Programs (CNP)
- CACFP 14-2017, SFSP 10-2017 "*Modifications to Accommodate Disabilities in the Child and Adult Care Food Program and Summer Food Service Program*"

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at **(202) 720-2600** (voice and TTY) or contact USDA through the Federal Relay Service at **(800) 877-8339**.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, from any USDA office, by calling **(866) 632-9992**, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442;

email:
program.intake@usda.gov.

This institution is an equal opportunity provider.

Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo, edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles (no todos los principios de prohibición aplican a todos los programas).

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al **(202) 720-2600** (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al **(800) 877-8339**.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, en cualquier oficina del USDA, llamando al **(866) 632-9992**, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; o´

fax:
(833) 256-1665 o´ (202) 690-7442;

correo electrónico:
program.intake@usda.gov.

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To access the Civil Rights PowerPoint and Civil Rights Training Roster, follow these steps:

- Type in the link below and it will take you to the Nutrition Programs' page,
- Scroll down the page to the Training section,
- Click on the word Training and you will be able to access the link for the Civil Rights PowerPoint and training roster.

https://www.tn.gov/content/tn/humanservices/children/dhs-nutrition-programs/child-and-adult-care-food-program.html

Population Data Sources

- Interagency LEP Website –Mapping Tool
    - http://www.lep.gov/maps/

- US Census Data
    - http://www.census.gov/2010census

- American Community Survey
    - http://www.census.gov/acs/

- Migration Policy Institute's National Center on Immigrant Integration Policy
    - http://www.migrationpolicy.org/

Resources

- 2 CFR Part 200.317-326
- 7 CFR Part 225
- 7 CFR Part 226
- 501(c)(3) - www.irs.gov/charities-non-profits/application-for-recognition-of-exemption
- Administration Guide for Sponsors https://fns-prod.azureedge.net/sites/default/files/sfsp/AdminGuideSponsors.pdf
- Budget Resource: No Kids Hungry Summer Meals Calculator SFSP Memo 11-2015: Assessing Costs in the SFSP FNS 792-4 Rev. 4
- Conflict Resolution Network: www.crnhq.org
- Food and Nutrition Services Instruction 113-1
- Memo SP 05-2016, SFSP 05-2016 Subject: Meal Service Requirements in the Summer Food Meal Programs, with Question and Answers http://www.fns.usda.gov/sites/default/files/cn/SP05_SFSP05-2016os.pdf
- Office of the Assistant Secretary for Civil Rights
    - www.ascr.usda.gov
- SFSP 2016 Administration Guide for Sponsors
    - Chapter 6
- SFSP Memorandum 13-2004, *Procurement Thresholds in the Summer Food Service Program*, January 10, 2014
- TN DHS Policies and Procedures: 9.01 Food Program Procurement Process
- United States Department of Agriculture (USDA) https://www.usda.gov/topics/food-and-nutrition
- USDA Discrimination Complain Form
    - http://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf (English)
    - http://www.ocio.usda.gov/sites/default/files/docs/2012/Spanish_Form_508_Compliant_6_8_12_0.pdf (Spanish)

USDA Non-discrimination 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, religious creed, disability, age, political beliefs, 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 Complaint Form, (AD-3027) found online at: How to File a Complaint, 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.

This institution is an equal opportunity provider.

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La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en: www.usda.gov/sites/default/files/documents/usda-programdiscrimination-complaint-form.pdf, en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

1. correo Postal: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
2. fax: (833) 256-1665 o´ (202) 690-7442; o’
3. correo Electrónico: program.intake@usda.gov.

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Warbixinta Takoor La'aanta USDA (oo sii socota)

Dhammaan barnaamijyada kale ee caawimada nafaqada FNS, Gobolka ama wakaaladaha degmadda, iyo dadka hela, waa inay muujiyaan Warbixinta Takoor la'aan ee soo socota:

Si waafaqsan sharciga xuquuqda madaniga ah ee federaalka iyo Maraykanka. Waaxda Beeraha (USDA) shuruucda xuquuqda madaniga ah iyo xeerarka, USDA, Wakaaladaheeda, xafiisyada, iyo shaqaalaha, iyo hay'adaha ka qayb galaya ama maamulaya barnaamijyada USDA waxaa laga mamnuucay ku takooria ku salaysan isirka, midabka, asalka wadaka, galmada, naafanimada, da'da, ka aarsiga ama aargoosiga hawl xuquuq madani oo hore barnaamij kasta ama hawl ay qabatay ama maalgelisay USDA.

Dadka naafada ah ee u baahan qaab kale oo wada xidhiidh oo macluumaadka barnaamijka ah (tusaale, Farta qoraalka indhoolaha, daabacaad wayn, cajal maqal ah, Luqadda Dhegoolaha ee Maraykanka, iwm), waxaa inuu la soo xidhaadhaa Wakaalada (Gobol ama degmo) halka ay ka soo codsadeen dheefaha. Dadka dhegoolaha ah, maqalku ku adagyahay ama leh naafo hadalka ah waxay kala soo xidhiidhi karaan USDA Is gaadhsiinta Federaalka ee Dadka Nafada ah lambarkan (800) 877-8339. Intaa waxa dheer, macluumaadka barnaamijka waxaa lagu heli karaa luqaddo kale.

Si loo soo gudbiyo takoorka barnaamijka cabashada, buuxi Foomka Cabashada Takoortka Barnaamijka USDA, (AD-3027), ee onlayn laga helo How to File a Complaint, iyo xafiis kasta oo USDA, ama qor warqad ku socot aUSDA oo ku bixi waraaqda dhammaan macluumaadka lagu codsaday foomka. si aad u codsato nuqul foomka cabashada ah, soo wac (866) 632-9992. U soo gudbi foomkaaga la buuxiyay ama warqadda USDA addoo adeegsanaya:

(1) boosta: Maraykanka. Waaxda beeraha
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) fax: (202) 690-7442; or
(3) iimaylka: program.intake@usda.gov.

Hay'dani waa adeeg bixiyaha fursadda loo simanyahay

تصريح وزارة الزراعة الامريكية لعدم التمييز (يتبع)

لجميع برامج مساعدة التغذية FNS، يتوجب على الوكالات، سواء التي على صعيد الولاية او المحلية منها، ومستلميهم الفرعيين، ان يظهروا تصريح عدم التمييز التالي:

وفقا لقانون الحقوق المدنية الإتحادي وتوجيهات وسياسات الحقوق المدنية لوزارة الزراعة الامريكية (يو أس دي أي) (USDA)، يحضر على الـ USDA ووكالاتها ومكاتبها، وموظفيها ومؤسساتها المشاركة في، أو المديرة لـ، برامج الـ USDA ان تميز بناء على العرق، لون البشرة، القومية، الجنس، المذهب العقائدي، الإعاقة، العمر، المعتقدات السياسية، أو الثأر أو الإنتقام بسبب نشاط حقوق مدنية سابق في أي برنامج او نشاط يداران أو يمولان من قبل الـ USDA.

يتوجب على الاشخاص المعاقين المحتاجين الى وسائل إتصال بديلة لمعلومات البرنامج (مثلا، لغة بريل، أحرف كبيرة الحجم،التسجيل الصوتي، لغة الاشارات الامريكية، الخ) ان يتصلوا بالوكالة في (الولاية او المحلية) حيث يقدموا للحصول على المنافع. يمكن للاشخاص الطرش او المعانين من صعوبة في السمع او المعانين من اعاقات في الكلام الاتصال بالـ USDA عبر الاتصال بخدمة المرحل الاتحادية على هاتف 8339-877 (800). إضافة الى ذلك، يمكن توفير معلومات البرامج بلغات أخرى.

لغرض رفع شكوى برنامج ضد التمييز، أكمل ملأ طلب شكوى التمييز من برنامج الـ USDA، المرقم (AD-3027) والذي يمكن تنزيله من الانترنت على الرابط: **How to File a Complaint** وفي اي مكتب للـ USDA او بكتابة رسالة معنونة الى الـ USDA وزود في الرسالة جميع المعلومات المطلوبة في الطلب. لطلب نسخة من طلب الشكوى، اتصلوا على هاتف 9992-632 (866). قدم طلبك المكتمل او رسالتك الى الـ USDA عبر:

(1) البريد: وزارة الزراعة الامريكية
مكتب مساعد الوزير للحقوق المدنية
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

(2) بالفاكس: على هاتف 7442-690 (202)؛ أو

(3) البريد الالكتروني: program.intake@usda.gov

هذه المؤسسة توفر التكافؤ في الفرص