

Addendum to State Agency – School Food Authority Agreement  
Seamless Summer Option Program Addendum CFDA# 10.555

This agreement is between the Nebraska Department of Education – Nutrition Services (State Agency) and \_\_\_\_\_ (School Food Authority).

The undersigned has the authority to enter this Agreement to participate in Seamless Summer Option as authorized by Public Law 85-478, as amended authorizing the Seamless Summer Option.

- A. It is mutually agreed upon between the State Agency and the School Food Authority (SFA) with schools that elect to serve meals and meal supplements with the Seamless Summer Option shall adhere to the following:
1. The SFA/LEA will follow requirements, where applicable, in the NSLP and SBP regulations at 7 CFR Parts 210, 220 and 225 for this option;
  2. The SFA/EA will demonstrate financial and administrative capability for Program operations and accepts final financial and administrative responsibility for total Program operations at all sites;
  3. The SFA/LEA will follow SSO policy (established in the body of regulations, instructions, handbooks, and other written guidance);
  4. All persons meeting the definition of Children in the Summer Food Service Program (SFSP) federal regulations at §225.2 are eligible to participate. This includes all persons in the community who are 18 years of age and under and (as defined at §225.2) those persons over age 18 who meet the state agency definition of mentally or physically disabled persons and are enrolled in the LEA;
  5. The SFA/LEA will follow NSLP meal service requirements for lunch or snacks (§210.10) and SBP meal service requirements (§220.8) for breakfast. With State agency approval, the SFA/LEA may serve a supper meal, using applicable NSLP meal service requirements for lunches;
  6. The SFA/LEA will count meals at the point of service;
  7. The SFA/LEA agrees there will be no charge for first meals served to eligible participants;
  8. The SFA/LEA acknowledges that second meals and a la carte items are not reimbursable and cannot be claimed for reimbursement;
  9. The SFA/LEA acknowledges the allowable meal combinations for reimbursement in the SSO are: Breakfast and Lunch; Breakfast and Snack; Lunch and Snack, or any single meal or snack.
  10. The SFA/LEA acknowledges months of operation shall be accurately reflected in the online meal application;
  11. The SFA/LEA will operate the type of site indicated in its online application (i.e., Open will serve all community children ages 1- 18 years; Closed Enrolled will serve only enrolled school students).
  12. The SFA/LEA acknowledges that daily production and menu records will be maintained that show compliance with meal requirements;
  13. The SFA/LEA may allow “offer versus serve” meals at SSO sites; and
  14. The SFA/LEA acknowledges that the number and types of meals will comply with the SFSP requirements at §225.16(b).
- B. General Conditions
1. This Agreement is non-transferable.
  2. Neither the State Agency nor the School Food Authority has an obligation to renew this agreement.

Signatures

\_\_\_\_\_  
School Food Authority

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof.