

**KENTUCKY DEPARTMENT OF EDUCATION  
SCHOOL AND COMMUNITY NUTRITION  
ADDENDUM TO PERMANENT AGREEMENT**

Jefferson County Public Schools

**National School Lunch Program, School Breakfast Program,  
Summer Food Service Program, Child and Adult Care Food Program and  
Special Milk Program**

The Kentucky Department of Education, hereinafter referred to as KDE, and Jefferson County Public Schools, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215; Determining Eligibility for Free and Reduced Priced Meals and Free Milk in Schools, 7 CFR 245.

The terms of this Agreement and the detailed information contained in the Child Nutrition Information and Payment Systems (CNIPS) sponsor application packet, including all forms, checklist items, and other documentation necessary for review and approval for participation within any of the child nutrition programs as listed under Section II, shall be considered a part of this Agreement, and shall not be modified or changed in any other way than by consent in writing of both parties hereto.

A. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by KDE. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim, negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, whichever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between KDE and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;
4. Allow KDE and USDA officials and other appropriate officials determined by KDE to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by KDE. KDE agrees that any KDE employee making such review shall show photo identification that demonstrates that he/she is an employee of KDE;
5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting KDE's right of access to recipient case records or other

information relating to clients served under this contract;

6. Submit for KDE approval applications and agreements for any center/day care home for which Contractor intends to sponsor;
7. Submit to KDE Division of School and Community Nutrition an amendment to its application or management plan, on KDE's form, when any change from information that was originally submitted in Contractor's application occurs; and
8. Comply with the applicable Civil Rights Policy set forth in FNS 113-1 Civil Rights Compliance and Enforcement – Nutrition Programs and Activities (attached as Exhibit B).

## CONTRACTOR

Jefferson County Public Schools  
Name of Contracting Organization  
(Please print or type)

By: \_\_\_\_\_  
Signature of the official who has been authorized  
to sign contracts on behalf of the contracting  
organization.

Dr. Donna Hargens

Superintendent

\_\_\_\_\_  
Name of Official Signing  
(Please print or type)

\_\_\_\_\_  
Title of Official  
(Please print or type)

Date: \_\_\_\_\_

## KENTUCKY DEPARTMENT OF EDUCATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
KDE Representative November 2012

Prepared November 2012  
Revised By JCPS January 2013