

**Addendum to the Agreement\***  
**between the**  
**Mississippi Department of Education Office of Child Nutrition**  
**and the**

---

(print name of Sponsor)

**Agreement Amendment to Operate the**  
**Summer Food Service Program (SFSP)**  
**During Novel Coronavirus (COVID-19) School Closures**

This Agreement amendment is between the Mississippi Department of Education Office of Child Nutrition, hereinafter referred to as the State Agency (SA), and the Sponsor named above, and covers the period from \_\_\_\_\_ to June 30, 2020, or upon expiration of the federally declared public health emergency, whichever is earlier.

A. The State Agency agrees to:

1. Waive the requirement for meals to be served and consumed in a congregate setting.

B. The State Agency and sponsor mutually agree upon the following Terms and Conditions:

1. The SFSP Agreement amendment is authorized for COVID-19 related school closures only and is not authorized for any other purpose.
2. Both parties will abide with all requirements for operating the SFSP.
3. The sponsor will notify the SA of its intent to participate in the SFSP during unanticipated school closure by completing this addendum and the Unanticipated School Closure Summary Forms A and B.
4. The sponsor shall complete the online MARS agreement in a timely manner after initial notification of intent to participate.
5. The sponsor will provide up to two reimbursable meals or one meal and one snack, per child, per day, in any combination except lunch and supper at open and closed enrolled sites.
6. The sponsor will work with the SA to determine how to provide reimbursable meals at non-area eligible sites.
7. The sponsor must receive prior approval from the State Agency for providing more than one meal per child at one time.
8. All children 18 years and younger participating in this agreement at approved sites will receive meals free of charge. Programs operating under this agreement will be reimbursed at the applicable rate for SFSP.
9. The sponsor shall file claims for reimbursement for meals served in MARS no later than the 10<sup>th</sup> day of the month following the month in which the meals were served.

10. Failure to abide with the Terms and Conditions of this amended Agreement may result in the disallowance of meals and/or the withholding of Federal funds.
11. This Agreement is non-transferable.
12. Neither the SA nor the sponsor has an obligation to renew this Agreement.
13. The sponsor agrees to report the following data/information to the SA:
  - a. A description of how the non-congregate feeding waiver impacted meal service operations, children's access to nutritious meals, and participation in SFSP;
  - b. The number of sites that used the waiver;
  - c. The number of meals provided at school sites during unanticipated school closures;
  - d. The number of meals provided at non-school sites during unanticipated school closures; and

## Signatures

(Please print the document to ensure all signatures appear on one page.)

**On behalf of the Sponsor:**

---

**Print Name of Authorized Sponsor Representative**

---

**Signature, Authorized Sponsor Representative**

**Date**

**On behalf of the MS Department of Education, Office of Child Nutrition:**

**Scott Clements**

---

**State Director**

---

**Signature State Director, Office of Child Nutrition**

**Date**

**\*This amendment does not constitute the entire Agreement between the parties with respect to subject matter thereof.**