

**2016 - 2017 SFSP Budget Detail**

10002 Status: Active  
**Hampton Parks & Recreation**  
 DBA:  
 22 Lincoln Street  
 5th Floor, City Hall  
 Hampton, VA 23669-3522  
 Type of Agency: Government Agency  
 Type of SFSP Organization: Unit of Government

**Comments to Sponsor**

Labor: Projected Operating and Administrative Costs: Both Nicole Dennis and Karen Stowers are listed twice--once under Operating Staff and once under Administrative Staff, with their individual hours totaling 12 days a week and 12 hours a day. Please only list them once. Administrative Staff are the Staff responsible for administering the program (training, site monitoring, filling claims, etc.). Operating Staff are the Staff responsible for the actual Operation of the meal service at each site.

Operating and Administrative Reimbursement: These sections are "0" because you completed your Budget prior to completing your Site Applications. Please save the Budget again, and your Reimbursement amounts should come through. Once these numbers come through, I will need to do a second review of the Budget.

**Budget Version:** Original

**Operating Reimbursement**

Meal	Sites	Total Meals	Total
Breakfast	0	0	\$0.00
Lunch	25	93,432	\$324,209.04
Snack	26	91,830	\$74,382.30
Supper	5	1,513	\$5,250.11
<b>Sub Total</b>			<b>\$403,841.45</b>

**Administrative Reimbursement**

Meal	Sites	Total Meals	Total
Breakfast	0	0	\$0.00
Lunch	25	93,432	\$28,029.60
Snack	26	91,830	\$7,116.83
Supper	5	1,513	\$453.90
<b>Sub Total</b>			<b>\$35,600.33</b>

**Projected Operating Costs: Labor**

Executive Staff	\$0.00
Management Staff	\$5172.24
Staff	\$21156.85
<b>Total Projected Operating Costs: Labor</b>	<b>\$26,329.09</b>

**Projected Administrative Costs: Labor**

Executive Staff	\$0.00
Management Staff	\$5172.24
Staff	\$7607.33
<b>Total Projected Administrative Costs: Labor</b>	<b>\$12,779.57</b>

**Projected Operating Costs**

Total Food Expenses	\$	273,337.54
Facilities and Space	\$	0.00
Supplies and Equipment	\$	3,500.00
Purchased Services	\$	0.00
Financial Costs	\$	0.00
Media Costs	\$	800.00
Contracting Organization Cost (Sponsoring Organization Only)	\$	0.00
<b>Total Operating Costs (including Labor)</b>		<b>\$303,966.63</b>

**Projected Administrative Costs**

Facilities and Space	\$	0.00
Supplies and Equipment	\$	2,000.00
Purchased Services	\$	0.00
Financial Costs	\$	0.00
Media Costs	\$	0.00
Contracting Organization Cost	\$	0.00
Professional Memberships/Training/Conferences	\$	0.00
<b>Total Administrative Costs (including Labor)</b>		<b>\$14,779.57</b>

**Cost Reimbursement Summary**

Total SFSP Costs		\$318,746.20
Total SFSP Reimbursement		\$439,441.78
Excess SFSP revenue amount from the prior program year or previous participation in SFSP	\$	0.00
Amount from other funding resources (e.g. grant, donations)	\$	0.00
Other funding resources		
<b>Balance</b>		<b>\$120,695.58</b>

**Misc.**

Identify how excess funds will be used:

- Used to improve the meal service or other aspects of the SFSP
- Kept for next year's SFSP operations
- Pay for allowable costs of the other child nutrition programs

Is there a rental agreement, lease, or contract associated for any of the non-food costs listed above?  Yes  No

**Certification**

I certify that the information on this form, and supporting documents, is true and correct and that I will immediately report to the Department of Health any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Department of Health may verify information; and the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Created By: NDennis on: 4/3/2017 1:19:18 PM Modified By: NDennis on: 5/1/2017 5:05:38 PM

**SFSP Sponsor Application  
For School Year: 2016 - 2017**

10002 Status: Active  
**Hampton Parks & Recreation**  
 DBA:  
 22 Lincoln Street  
 5th Floor, City Hall  
 Hampton, VA 23669-3522  
 Type of Agency: Government Agency  
 Type of SFSP Organization: Unit of Government

Code	Warning Description
201264	Since you received \$750,000 or more in TOTAL federal funds, you must complete the Annual Audit request form located under the Applications menu.

**Comments to Sponsor**  
 #17-#22 Authorized Representative: Please list the Authorized Representative of your organization, such as your Parks and Recreation Director.  
 #41 and #43: Geographic Area Ethnic and Racial Data: These two questions ask for the Ethnic and Racial Data from your Geographic area. Please align these percentages with the most recent census data for your county. For Ethnic geographic data, these figures are: Hispanic 5.5%; Non-Hispanic 94.5%. For Racial geographic data, these figures are: American Indian 0.5%, Asian 2.4%, Black or African American 49.8%, Native Hawaiian 0.2%, and White 47.1%. These figures can be found here: [https://www.census.gov/quickfacts/?cid=qf\\_embed](https://www.census.gov/quickfacts/?cid=qf_embed)  
 #52: Your organization was found to be seriously deficient in 2016. Please change your answer to "yes."

Version: Original

**Sponsor Type**

1. Type of Agency: Government Agency
2. Type of SFSP Organization: Unit of Government

**Physical Address**

3. Address Line 1: 22 Lincoln Street
- Address Line 2: 5th Floor, City Hall
4. City: Hampton
5. State: VA Zip: 23669-3522 USPS Zip Code Lookup
6. County: Hampton (city) (650)

**Mailing Address**

7. Address Line 1: 22 Lincoln Street
- Address Line 2: 5th Floor, City Hall
8. City: Hampton
9. State: VA Zip: 23669-3522 USPS Zip Code Lookup
10. County: Hampton (city) (650)

**Summer Food Service Contact**

- |                    | Salutation  | First Name | M.I. | Last Name      |
|--------------------|---|------------|------|----------------|
| 11. Name:          | Mrs.  | Nicole     |      | Dennis         |
| 12. Date of Birth: | 04/12/1975 (mm/dd/yyyy)   |            |      |                |
| 13. Email Address: | ndennis@hampton.gov   |            |      |                |
| 14. Phone:         | (757) 727-6648  | Ext: 6648  | Fax: | (757) 727-8313 |
| 15. Title:         | Program Coordinator   |            |      |                |
| 16.                | <input checked="" type="checkbox"/> This person attended current program year's VDH training. Date training completed: 03/17/2017 |            |      |                |

**Authorized Representative**

	Salutation	First Name	M.I.	Last Name
17. Name:	Mr.	Kevin		Myers
18. Date of Birth:		03/07/1966 (mm/dd/yyyy)		
19. Email Address:		kevin.myers@hampton.gov		
20. Phone:		(757) 727-6474	Ext: 6474	Fax: (757) 727-8313
21. Title:		Director		
22. <input checked="" type="checkbox"/>	This person attended current program year's VDH training.			Date Training Completed: 03/17/2017

**Claims Contact**

	Salutation	First Name	M.I.	Last Name
23. Name:	Ms.	Nicole	E	Dennis
24. Date of Birth:		04/12/1975 (mm/dd/yyyy)		
25. Email Address:		ndennis@hampton.gov		
26. Phone:		(757) 727-6648	Ext: 6648	Fax: (757) 727-8313
27. Title:		Program Coordinator		

**Food Service Contact**

	Salutation	First Name	M.I.	Last Name
28. Name:	Ms.	Nicole	E	Dennis
29. Date of Birth:		04/12/1975 (mm/dd/yyyy)		
30. Email Address:		ndennis@hampton.gov		
31. Phone:		(757) 727-6648	Ext: 6648	Fax: (757) 727-8313
32. Title:		Program Coordinator		

**Monitoring Contact**

	Salutation	First Name	M.I.	Last Name
33. Name:	Mrs.	Karen		Stowers
34. Date of Birth:		07/21/1957 (mm/dd/yyyy)		
35. Email Address:		allthestowers@gmail.com		
36. Phone:		(757) 727-1160	Ext: 1160	Fax: (757) 727-1602
37. Title:		Food Program Leader		

**Training Attendance**

38. If neither the Summer Food Service Program nor the Authorized Representative attended the current program year's state training, provide the name of the supervisory person who attended the training.

Person Who Attended:

Date Training Completed:

39. Name of person conducting training for administrative personnel: Nicole Dennis

Dates of administrative personnel training: March 17, 2017

40. Name of person conducting training for site personnel: Karen Stowers

Dates of site personnel training: May 11, June 15, 16 and 19, 2017

**Ethnicity Data**

Provide the ethnic makeup of the participants served by the Organization. Provide numbers of enrolled participants at all sites.

41. Geographic Area (enter percentages):
- |                         |         |
|-------------------------|---------|
| Hispanic or Latino:     | 5.50 %  |
| Non-Hispanic or Latino: | 94.50 % |
42. Program Participants (enter number of enrolled participants):
- |                         |       |
|-------------------------|-------|
| Hispanic or Latino:     | 100   |
| Non-Hispanic or Latino: | 1,725 |

**Racial Data**

Provide the racial makeup of the participants served by the Organization. Provide numbers of enrolled participants at all sites.

43. Geographic Area (enter percentages):
- To obtain the racial/ethnic data for your geographical area please click [HERE](#)
- |                                      |         |
|--------------------------------------|---------|
| American Indian or Alaskan Native:   | 0.50 %  |
| Asian:                               | 2.40 %  |
| Black or African American:           | 49.80 % |
| Native Hawaiian or Pacific Islander: | 0.20 %  |
| White:                               | 47.10 % |

44. Program Participants (enter number of enrolled participants):
- |                                      |       |
|--------------------------------------|-------|
| American Indian or Alaskan Native:   | 0     |
| Asian:                               | 20    |
| Black or African American:           | 1,000 |
| Native Hawaiian or Pacific Islander: | 0     |
| White:                               | 805   |

45. Describe efforts to assure that minority populations have equal opportunity to participate in the program.
- Presentation of information to city schools, libraries, churches and daycares.
46. Describe efforts to contact minority and grassroots organizations about the opportunity to participate in the program.
- City schools, libraries, churches and daycares will receive fliers. Hampton City School food nutrition Director distributed letters to all students. Hampton Parks & Recreation sent letters to all past participants.

**General Questions**

47. Describe the ongoing year-round service your organization provides the community that would be served by SFSP.
- N/A
48. Will the Sponsor be requesting Advance Payments?  Yes  No
49. Does this Sponsor wish to receive USDA foods/commodities? (Eligibility is determined by state agency.)  Yes  No
50. Does your agency intend to participate in the demonstration project for non-congregate feeding related to excessive heat?  Yes  No
51. Does your agency provide year round public services to the community(ies) other than operating the SFSP?  Yes  No
- If No, which of the following circumstance applies?
- If Other, please describe.
52. Was your organization ever terminated or determined to have been seriously deficient in its operation of the SFSP or any other Child Nutrition Program?  Yes  No
53. Describe the method used to secure corrective action if problems are observed at a site, including plans and timeframes for follow up and an explanation of when a site would be closed.
- On site training will be conducted for locations that have issues and close supervision by monitors will be provided to insure compliance. Continued or inconsistent non-compliance over a two week period will call for change/removal of personnel or closure should personnel can not be provided for operation.

54. Has the Sponsor expended \$750,000 or more in TOTAL federal funds for any programs administered?  Yes  No
55. List any federal agency providing financial support to your agency or enter "None".

Audit report attached or sent by email.  
Community Development Block Grant  
HUD Entitlement Grant  
Grassroots Mini Grant

**Outreach**

---

56. Will the prototype Public Release provided by VDH be used?  Yes  No

**Certification**

---

57.  I hereby certify that neither the Sponsor nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The state agency may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Sponsor, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the state agency. In accordance with Federal law and U.S. Department of Agriculture policy, this Sponsor does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Created By: NDennis on: 4/3/2017 9:20:52 AM Modified By: NDennis on: 5/1/2017 4:48:44 PM

VIEW | MODIFY

**Annual Audit  
For School Year: 2016 - 2017**

10002 Status: Active  
**Hampton Parks & Recreation**  
 DBA:  
 22 Lincoln Street  
 5th Floor, City Hall  
 Hampton, VA 23669-3522  
 Type of Agency: Government Agency  
 Type of SFSP Organization: Unit of Government

**Instructions**

**Annual Audit for Fiscal Year 2016 - 2017**

All Sponsors that may be subject to the Single Audit Act are required to complete the Annual Audit screen indicating their fiscal year and any other federal funds they receive. Non-profit Sponsors that expend \$750,000 or more in TOTAL federal funds during their fiscal year are required to submit an audit that meets the requirements of the Single Audit Act, as amended. For more details on Single Audit requirements, please refer to the Program Handbooks.

**Name and Title of Sponsor Financial Audit Contact**

1. Name:                      **Salutation**                      **First Name**                      **Last Name**  
                                     Ms.                      Nicole                      Dennis  
 2. Email Address:        ndennis@hampton.gov  
 3. Phone:                      (757) 727-6348                      Ext: 6488                      Fax: (757) 727-8313  
 4. Title:                      Program Coordinator

**Organization Type**

5. Type of Agency: Government Agency

**Sponsor's 12-Month Fiscal Year**

6. Fiscal Year:                      July - June  
 7. Total Amount Claimed for this fiscal year (as of 4/3/2017): \$211,772.29

**Federal Funds**

8. Does your organization expend federal funds from a program other than those administered by VDHF?                       Yes     No
9. Identify the federal fund source and the total amount for each source that your organization projects to expend for fiscal year 2017.

Federal Fund Source	Amount
Department of Agriculture	\$9,234,462.00
National Aeronautics	\$5,639,069.00
Department of Defense	\$338,374.00
Department of Education	\$15,175,661.00
Department of Homeland Security	\$1,177,408.00
Department of Justice	\$525,560.00
Department of Transportation	\$4,330,152.00
Department of Housing and Urban Development	\$1,971,452.00
Department of Health and Human Services	\$5,720,304.00

Foster Grandparents	\$341,229.00
Department of Health and H. Servc. Medicaid Cluster	\$1,574,430.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total Federal Funds Amount	\$46,028,101.00

[More Lines](#)

**Total of All Funds**

10. Total Amount of all Fund Sources - VDH and Federal (as of 4/3/2017): \$46,239,873.29

**Certification**

11.  I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Programs administered by the Department of Health, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Created By: NDennis on: 4/3/2017 9:42:26 AM Modified By: NDennis on: 4/3/2017 9:42:26 AM

[< Back](#)

[VIEW](#) | [MODIFY](#)



**AGREEMENT TO FURNISH FOOD SERVICE FOR THE  
SUMMER FOOD SERVICE PROGRAM**

THIS AGREEMENT is made and entered into between (school) Hampton City Schools (HCS) Food + Nutrition Svcs (FNS) and (sponsor) Hampton Parks, Recreation + Leisure Svcs. (HPRLS).

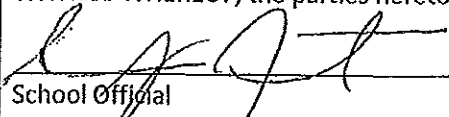
WHEREAS the (school) HCS - FNS agrees to supply unitized meals (inclusive/exclusive) of milk and juice to (sponsor) HPRLS with and for the rates herein listed:

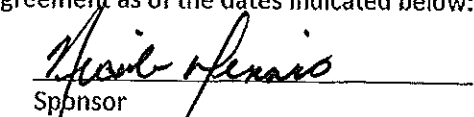
Lunch..... \$3.35 each  
Snacks..... \$1.00 each  
Supper.... \$3.35 each

It is further agreed that (school) HCS - FNS, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes, and will maintain full and accurate records that the (sponsor) HPRLS will need to meet its responsibility including menu records containing the amount of food prepared and daily number of meals delivered by type.

These records must be reported to the (sponsor) HPRLS promptly at the end of the month. (School) HCS - FNS agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audit or administrative review at a reasonable time and place.

This agreement shall be effective as of (date) 4/10/2017. It may be terminated by notice in writing given by either party hereto to the other, at least 30 days prior to the date of termination. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

  
School Official

  
Sponsor

Director - Food + Nutrition Services  
Title Date 4/10/2017

Recreation Coordinator 4/11/17  
Title Date

Location of food preparation center(s):  
Tarrant Elementary - 1589 Wingfield Drive  
Hampton, VA 23666  
Andrews PreK-8 - 3120 Victoria Blvd.  
Hampton, VA 23661

<b>Virginia Department of Health (VDH)</b> <b>Division of Community Nutrition</b> <b>109 Governor Street</b> <b>Richmond, VA 23219</b>	<b>Agreement Number</b> <p style="text-align: right;">56397</p>
<b>PERMANENT AGREEMENT BETWEEN SPONSOR AND VDH</b> <b>VIRGINIA SUMMER FOOD SERVICE PROGRAM</b> <b>Revised March 2016; Previous versions obsolete</b>	
<b>INSTRUCTIONS:</b> (1) An original and one copy must be signed and submitted with the Sponsor Application for Participation, to the Virginia Department of Health. Original signatures are required on all copies of the Agreement (all sponsors) and on the following attachments (new sponsors only), which become part of this Agreement: Certification Regarding Lobbying. From the Sponsor's submission of Site Information Sheets, VDH will generate a summary listing of the approved food service sites, indicating for each, the site name; address; beginning and ending dates of operation; total number of operating days; types of meals to be served; serving times; estimates of average daily participation; and the maximum approved level of participation (CAP).	<b>Name and mailing address of Sponsor</b>  City Of Hampton C/O Nicole Dennis 22 Lincoln Street Hampton, VA 23669
	<b>FEIN No.</b>

In order to achieve the purpose of Section 13 of the National School Lunch Act (42 U.S.C. § 1751 et seq.), as amended, and the regulations governing the Summer Food Service Program (SFSP) (CFDA#10.559) issued hereunder (7 C.F.R. Part 225). Funding for the SFSP is provided by the United States Department of Agriculture (USDA). Funds are not to be used for Research & Development. Current regulations found at: <http://www.fns.usda.gov/cnd/Summer>, the Virginia Department of Health (VDH) and the sponsoring organization (Sponsor) whose name and address appear above, acting on behalf of each approved site listed in Exhibit A, attached hereto and made a part hereof, agree as follows:

**A. VDH agrees that it shall:**

1. To the extent of funds available, reimburse the Sponsor in connection with meals served to children at the approved sites listed in Exhibit A during the period(s) stated in Exhibit A. The amount of reimbursement for meals **shall not exceed** an amount equal to the number of meals, by types, served to children (in the case of camps, needy children) multiplied by the rates assigned to VDH under the SFSP, as set forth in Exhibit B.
2. Terminate the Sponsor's participation in the SFSP by written notice whenever it is determined by VDH that the Sponsor has failed to comply with the rules of the SFSP, unless corrective action is appropriate and implemented.
3. Inform the Sponsor of its right to request a review of decisions made by VDH that affect the participation of the Sponsor in the SFSP or the Sponsor's Claim for Reimbursement.

**B. THE SPONSOR** represents and warrants that it is a **nonprofit agency that is exempt from income tax** under the Internal Revenue Code, as amended, and is (a) the governing body with the financial and administrative responsibility for the sites listed in Exhibit A, or (b) it is an agency to which the sites listed in Exhibit A have delegated authority for the operation of their food service, and in order to qualify for reimbursement under this agreement in conducting the food service in the sites listed in Exhibit A, it shall:

1. Operate a **nonprofit food service** during any period from May through September for children on school vacation; or at any time of the year in the case of sponsors administering the Program under a continuous school calendar system.

2. **Serve meals which meet the minimum nutritional requirements** and other provisions set forth in 7 C.F.R. § 225.16 during times designated as meal service periods by the Sponsor, or if a contracted vendor serves the meals, make certain that it fulfills the terms of this Agreement, and serve the same meals to all children. When a school food service caters meals, a contract must be signed with the school food service that includes provision for adjustment of meal orders, as required under 7 C.F.R. § 225.15(b)(1)-(4).
3. Serve meals to all children **without cost** to the children, except that camps may charge for meals served to children who are not served meals under the SFSP.
4. Serve meals at **sites approved for participation** in the program, as listed in Exhibit A, and agree to **maintain children on-site during the food services**.
5. Issue a statement of **policy for serving free meals** at all sites under its jurisdiction in accordance with 7 C.F.R. § 225.6(c).
6. Notify VDH **IN ADVANCE** of any **changes in program operations**, such as additions of new feeding sites, additions of meals, changes in the times of meals, an increase in authorized daily participation levels.
7. Notify VDH **IN ADVANCE** when planning to take meals off site on **day trips** or **field trips**.
8. **Train administrative and site personnel** in the requirements of the SFSP required under 7 C.F.R. § 225.15(d)(1) and cover the subjects contained in the training outline provided in 7 C.F.R. § 225.15(d)(1), the *Administrative Guidance for Sponsors* and the *Site Supervisor's Guide*.
9. **Claim reimbursement** only for the type or types of meals specified in the Application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the Application and served without charge to children who meet the SFSP income standards. Report only the number of meals *served* to eligible children and that meet approved meal pattern requirements and separately report the number of first meals served to children and the number of second meals served for each type of meal approved (i.e., breakfasts, lunches, supplements or suppers).
10. **Submit Claims for Reimbursement** by the 30<sup>th</sup> day of the month following feeding operations based on accurate meal service records. Further, SFSP regulations, 7 C.F.R. § 225.5(d)(5), state that no payment shall be made for *Claims* submitted later than 60 days after the month unless an exception is requested, and a corrective action plan provided, by the sponsor in writing. Approval must be granted by VDH.
11. Conform to all applicable State and local laws and regulations in the storage, preparation and service of food; and maintain **proper sanitation and health standards**.
12. Accept and use, in quantities that may be efficiently utilized in the SFSP, such **foods offered as a donation** by the Virginia Department of Agriculture & Consumer Services (Commodities.)
13. Maintain necessary **facilities for storing, preparing and serving food**; or utilize existing school food service facilities. An annual inventory is required.
14. Maintain **full and accurate records** of the program including records of costs incurred in the administration and operation of the SFSP and income and reimbursement payments. Retention of such records shall be for a period of three years following the end of the fiscal year to which they pertain, 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.
15. Comply with federal regulations when meals are obtained from a commercial meal vendor. Comply with **bidding procedures** found in the current *Administrative Guidance for Sponsors* required when the contract will involve \$150,000 (or lower if local procurement standards are lower) or school food service facilities are not used. In every case, procurement transactions must provide for maximum open and free competition consistent with the

provisions of the Regulations. Also, permit VDH to have a representative present at all commercial meal vendor procurement bid openings if VDH expects the sponsor will receive more than \$150,000 in SFSP payments.

16. Provide **adequate supervisory and operational personnel for overall monitoring and management** of each food service operation, *visit* all food service sites once during their first week of operation, conduct a comprehensive *review* at all sites within their first four weeks of operation, promptly take action as necessary to correct deficiencies found at the time of the initial *visit* and comprehensive *review*, and maintain a reasonable level of follow-up monitoring. Sponsors may receive a waiver for the first week visit for returning sites in good standing. The sponsor must submit a comprehensive list of sites requesting the first week visit waiver with the initial application.
17. Upon request, **make all accounts and records pertaining to the SFSP available** to VDH or other authorized officials for audit or administrative review at a reasonable time and place.
18. Use the **standard form** of contract developed by the USDA **when contracting with commercial meal vendors**.
19. Maintain a **financial management system**. This includes, at minimum, a ledger for all debits and credits to the SFSP. Sponsors must have documentation on file supporting all SFSP donated items.
20. Maintain **documentation regarding daily meal counts, preoperational visits, site visits and site reviews**.
21. Retain **final financial and administrative responsibility** for the program. Sponsors may not contract out management responsibilities of the program. Check with the State agency for a list of management responsibilities.
22. Comply with all provisions outlined in the accompanying attachments including (1) *The Food and Nutrition Service ("FNS") Instruction 796-4, REV. 4, Financial Management - Summer Food Service Program for Children* and (2) the current *Administrative Guidance for Sponsors*.
23. Comply with FNS Civil Rights Instruction 113, which states: "The Program applicant hereby agrees to 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 ["USDA"] (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 VDH. 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 or VDH 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, VDH 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 VDH. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

In addition to the Federal Civil Rights Instruction, the Program applicant hereby agrees to comply with State laws that indicate no one shall discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, or against otherwise qualified persons with disabilities.

**C. VDH AND SPONSOR MUTUALLY AGREE THAT:**

1. VDH shall promptly notify the Sponsor of any change in the minimum meal requirements or in the assigned rates of reimbursement.
2. This Agreement may be terminated upon ten (10) days written notice of either party hereto, sent to the address of the other party set forth on page 1 of this Agreement. VDH may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement or of the regulations governing the SFSP have not been fully complied with by the Sponsor. Any termination of this Agreement by VDH shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligations of the Sponsor to maintain and retain records and to make such records available for audit.
3. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

**D. CORRECTIVE ACTION, CLAIMS, AND TERMINATION**

1. The Sponsor shall take corrective action if VDH observes violations during the course of a site review.
2. If VDH observes meal service violations during the conduct of a site review, VDH shall disallow as meals served to children all of the meals observed to be in violation.
3. VDH shall disallow reimbursement for children's meals which are in excess of a site's approved level for the number of meals which may be claimed for reimbursement.
4. VDH shall disallow any portion of a Claim for Reimbursement and recover any payment to the Sponsor not properly payable under 7 C.F.R. § 225.10(c).
5. VDH shall utilize the following procedures to recover a payment to the Sponsor disallowed by VDH under subsections D.2., D.3., and D.4. of this Agreement:
  - a. VDH shall send to the Sponsor by electronic mail (email) or certified mail, return receipt requested, a written demand for the immediate return of the improper payment;
  - b. If, after thirty (30) days of the original written demand, the Sponsor fails to remit the full payment to VDH or agree to a repayment schedule satisfactory to VDH, VDH shall send to the Sponsor by certified mail, return receipt requested, a second written demand for the return of the improper payment;
  - c. If, after sixty (60) calendar days following the original written demand, the Sponsor fails to remit the full payment to VDH or agree to a repayment schedule satisfactory to VDH, VDH shall send by certified mail, return receipt requested, a third written demand for the return of the improper payment; and
  - d. If, after ninety (90) calendar days following the original written demand, the Sponsor fails to remit the full payment to VDH or agree to a repayment schedule satisfactory to VDH, VDH shall refer the recovery of the payment from the Sponsor to the Virginia Division of Debt Collection to pursue all appropriate legal remedies against the Sponsor under the Virginia Debt Collection Act (Virginia Code § 2.2-4800 et seq.) including the imposition of interest at the annual rate of six percent (6%), late penalty fees of ten percent (10%), and reasonable attorney fees, or to the appropriate federal authorities to pursue all appropriate legal remedies against the Sponsor under applicable federal law.
6. VDH may immediately terminate the participation of the Sponsor's site if during a review it determines that the health or safety of the participating children is imminently threatened.
7. VDH may terminate this agreement if:
  - a. VDH determines the Sponsor to be seriously deficient;
  - b. The Sponsor has failed to comply with the conditions of the SFSP; or
  - c. The Sponsor fails to take action to correct program violations.

**E. Certification Regarding Lobbying**

The Sponsor's signatory certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor or the Sponsor's signatory, to any person for influencing a Member of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan or modification of a Federal contract, grant, loan or cooperative agreement.

The language of this certification shall be included in award documents for all covered subawards exceeding \$100,000 in Federal funds and all subrecipients shall certify accordingly. Sponsors receiving more than \$100,000 in Federal funds shall complete a lobbying activities disclosure form.

**F. Certification Statement**

As part of this agreement, institutions must submit certifications regarding participation in other publicly funded programs. The required certification statements listed below must be completed. Institutions and individuals providing false certifications will be placed on a National Disqualified list maintained by the U.S. Department of Agriculture (USDA) and will be subject to any other applicable civil or criminal penalties.


I CERTIFY that, within the last seven years, neither the institution nor any agency employee or board member has been convicted of a criminal offense; and that no agency employee or board member has been associated with an organization terminated from any child nutrition program for failure to correct serious deficiencies.

I CERTIFY that, during the last seven years, neither the institution nor any of its principals have been convicted of any activity that indicated a lack of business integrity. Activities that indicate a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims or obstruction of justice.

I CERTIFY that this institution has not been disqualified from participation in any other publicly-funded program for violating that program's requirements. "Publicly-funded program" means any program or grant funded by Federal, State or local government.

I FURTHER CERTIFY that the information on the this application is true to the best of my knowledge; that I will accept final administrative and financial responsibility for total Summer Food Service Program operations at all sites under my sponsorship; and that reimbursement will only be claimed for meals served to participants at the approved food service sites and that these sites have the capability for the meal service planned for the number of participants anticipated to be served. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me and the organization I represent to prosecution under applicable State and Federal criminal statutes.

The Sponsor certifies that the sites submitted on the *Site Information Sheets* have been visited and that the information submitted on this Agreement is true and correct, and the Sponsor is aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal statutes and regulations.

SIGNATURE ON BEHALF OF SPONSOR		VIRGINIA DEPARTMENT OF HEALTH	
Signature 		Signature	
Name and Title Nicole Dennis Recreation Coordinator	Date 04/03/2017	Name and Title  Special Nutrition Programs Manager Division of Community Nutrition	Date ____/____/2017

# Virginia Summer Food Service Program

## POLICY STATEMENT

Revised March 2017

Sponsor Organization Name:  The City Of Hampton, VA	Agreement Number:  56397
---	--------------------------------

[Sponsor Organization Name] Hampton Parks, Recreation & Leisure Services agrees to participate in the Virginia Summer Food Service Program (SFSP) and accepts responsibility for providing Program benefits to eligible children in the Program.

The [applicant sponsor] assures the Virginia Department of Health (VDH) that:

1. All children are served the same meal.
2. There is no discrimination in the course of the food service.

*a. 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, disability, age, 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 Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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:*

*(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](mailto:program.intake@usda.gov).*

*This institution is an equal opportunity provider.*

3. Except for camps, the meals served are free at all sites.

All applicants that are camps that charge separately for meals also ensure the following:

1. The income eligibility standards conform to the USDA's family size and income standards for reduced price school meals.
2. The method or methods used in accepting applications from families for Program meals ensure that households are permitted to apply on behalf of children who are members of households receiving SNAP, FDIPIR, or TANF benefits using the categorical eligibility procedures described in §225.15(f);

3. The method used by camps for collecting payments from children who pay the full price of the meal prevents the overt identification of children receiving a free meal;
4. The camp will establish a hearing procedure for families wishing to appeal a denial of an application for free meals. Such hearing procedures shall meet the requirements set forth in paragraph §225.15(c)(5);
5. If a family requests a hearing, the child shall continue to receive free meals until a decision is rendered; and
6. There will be no overt identification of free meal recipients and no discrimination against any child on the basis of race, color, national origin, sex, age, or disability.

<p><u><i>Nicole Dennis</i></u> Signature of Sponsor Authorized Representative</p> <p><u>Nicole Dennis</u> Print/Type Name of Authorized Representative</p> <p><u>Recreation Coordinator</u> Title of Authorized Representative</p> <p><u>April 3, 2017</u> Date of Signature</p>	<p>_____ Signature of Authorized VDH Representative</p> <p>_____ Print/Type Name of VDH Authorized Representative</p> <p>_____ Title of Authorized VDH Representative</p> <p>_____ Date of Signature</p>
--	--



**PRE-AWARD CIVIL RIGHTS QUESTIONNAIRE**

***Instructions***

The following questionnaire must be submitted with all new applications. The questionnaire must be answered in its entirety and signed by an authorized official prior to submission. Please be informed that failure to comply with this procedure may delay the application process.

***Purpose***

Civil rights laws and regulations ensure equal access to federally assisted programs regardless of a person's race, color, national origin, age, sex or disability. Organizations that apply for the opportunity to operate federally assisted programs must demonstrate their ability to comply with such civil rights laws and regulations *prior* to receiving approval to conduct the programs.

***Questions***

- 1. What method(s) will be used to recruit participants? (Some examples may include, but are not limited to, applications, open enrollment, referrals from social welfare, courts, etc.)**

Participants will be made aware of the SFSP through summer programs, schools,  
staff in service, social services offices, day cares, camps, home-schoolers.

---

---

- 2. Provide examples of how benefits will be publicly announced to all potential participants regardless of race, color, national origin, age, sex or disability. Attach copies of relevant brochures, news articles, bulletins, television and/or radio ads, etc.**

Information will be advertised on the City of Hampton website, fliers circulated throughout  
the Parks, Recreation & Leisure Services community centers, a letter circulated to all Hampton  
Schools students, fliers circulated at all public libraries, press release and televised on channel 47.

---

---

- 3. Does the present location of the facility deny potential participants access to benefits on the basis of race, color, national origin, age, sex or disability?**

All facilities provide access to the program and in no way deny on basis of race, color,  
national origin, age, sex or disability.

---

---

---

4. Using the following definitions of ethnicity and race, provide an estimate (in percentages) of the ethnic and racial makeup of the population to be served. This data can be obtained online at <http://quickfacts.census.gov/gfd>.

**Ethnicity**

- *Hispanic or Latino.* A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term “Spanish origin” can be used in addition to “Hispanic or Latino.”
- *Not Hispanic or Latino.*

**Race**

- *American Indian or Alaskan Native.* A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- *Asian.* A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- *Black or African American.* A person having origins in any of the black racial groups of Africa. Terms such as “Haitian” or “Negro” can be used in addition to “Black or African American.”
- *Native Hawaiian or Other Pacific Islander.* A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- *White.* A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

*Ethnicity*

Hispanic or Latino	Not Hispanic or Latino
4.5%	95.5%

*Race*

American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White
.4%	2.2%	49.8%	.1%	42.9%

5. Provide the ethnic and racial makeup of enrolled participants.

*Ethnicity*

Hispanic or Latino	Not Hispanic or Latino
.1%	99.9%

*Race*

American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White
0%	.5%	64%	0%	35.5%

6. Provide the ethnic and racial makeup of any planning or advisory committees.

*Ethnicity*

Hispanic or Latino	Not Hispanic or Latino
0%	100%

*Race*

American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White
0%	0%	45%	0%	55%

7. How will the organization handle applicants and participants who do not speak English as their primary language and who have a limited ability to read, write or understand English?

Hampton's demographic of program participants has very little barrier for this communication. The city has the responsibility to provide an interpreter when language may be a complete barrier to information and communication of program offerings.

8. Has there ever been a complaint or civil rights lawsuit filed against the organization? If so, explain the nature of the complaint, how it was resolved and how the proper Federal authorities were notified.

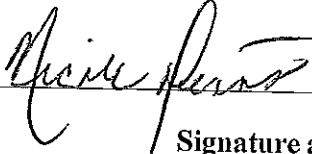
No complaints or lawsuits for civil rights violations  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. Has the organization ever been found out of compliance with civil rights requirements? If so, explain the area of noncompliance and how it was resolved.

None known  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Provide a brief description of any pending applications to other Federal agencies for assistance. Include a description of any Federal assistance being provided at the time of application.

None pending or being applied for at this time.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 \_\_\_\_\_, Recreation Coordinator  
Signature and Title of Authorized Official

The City Of Hampton, 22 Lincoln Street 5th Fl Hampton, VA 23669  
Name of Agency and Address

-----  
**FOR STATE AGENCY USE ONLY :**

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

Approved ( ) Disapproved ( )

Reviewed by: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The City Of Hampton, VA

Organization Name

56397

PR/Award Number or Project Name

Nicole Dennis, Recreation Coordinator

Name(s) and Title(s) of Authorized Representative(s)

Nicole Dennis
Signature(s)

April 3, 2017

Date

**U.S. DEPARTMENT OF AGRICULTURE**

**NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE  
REQUIREMENTS RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provided exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or sub-grantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or sub-grantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or sub-grantees will pay with profits or **non-appropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- \* You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;
- \* you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- \* you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

Virginia Department of Health Special Nutrition Programs

OFFER vs. SERVE Option for Summer Food Service Program (SFSP) - Sponsor Certification

SUMMER 2017

By signing this document the sponsor agrees to follow the following guidelines when using the Offer vs. Serve option for SFSP:

- 1) All SFSP food components will be offered to each child at each meal including 8 oz of milk.
- 2) There will be enough of each food component available at each meal in case all children decide to select all meal components for that meal.
- 3) Each child will be allowed to refuse 1 item for breakfast and up to 2 items at Lunch or Supper
- 4) Snacks will be at least 2 food components and both components will be given to each child. Offer vs. serve is not an option for snacks.
- 5) The choice to refuse an item is the child's choice, i.e. the sponsor will not attempt to influence a child to refuse an item and the sponsor will not assume a child will not want an item
- 6) Unitized (packaged) meals will require that all food components are served to each child, offer vs. serve will not be an option if the sponsor provides bag lunches or packaged meals whether the sponsor prepares the packaged meals or gets them from a vendor.
- 7) Seconds can be counted if the child selects enough food components. If you are using offer vs. serve then when a child asks for seconds the child must be offered all the food components and then the child can refuse 1 item if breakfast or 2 items if lunch or supper. If the child refuses to take enough food components then you cannot claim as a second e.g. 1 cereal alone doesn't count as seconds for breakfast, 1 turkey sandwich alone doesn't count as seconds for lunch.
- 8) Training will be provided by the sponsor on OVS to all staff. This must be noted on the training documentation.

Sponsor number 56397

Sponsor Name The City Of Hampton, VA

Signature 

Name (print) Nicole Dennis

Date April 3, 2017



# Request for Taxpayer Identification Number and Certification



Social Security Number (SSN)

Employer Identification Number (EIN)

5 4 6 0 0 1 3 3 6

Please select the appropriate Taxpayer Identification Number (EIN or SSN) type and enter your 9 digit ID number. The EIN or SSN provided must match the name given on the "Legal Name" line to avoid backup withholding. If you do not have a Tax ID number, please reference "Specific Instructions - Section 1." If the account is in more than one name, provide the name of the individual who is recognized with the IRS as the responsible party.

Dunn & Bradstreet Universal Numbering System (DUNS) (see Instructions)

\_\_\_\_\_

Legal Name:

Business Name:

The City Of Hampton, VA

**Entity Type**

**Entity Classification**

**Exemptions (see instructions)**

- Individual       Corporation
- Sole Proprietorship       S-Corporation
- Partnership       C-Corporation
- Trust       Disregarded Entity
- Estate       Limited Liability Company
- Government       Partnership
- Non-Profit       Corporation

- Professional Services       Medical Services
- Political Subdivision       Legal Services
- Real Estate Agent       Joint Venture
- VA Local Government       Tax Exempt Organization
- Federal Government       OTH Government
- VA State Agency       Other

Exempt payee code (if any):  
(from backup withholding)

\_\_\_\_\_

Exemption from FATCA reporting code (if any):

\_\_\_\_\_

**Contact Information**

Legal Address: 22 Lincoln St. 7th Fl

Name:

Email Address:

City: Hampton State: VA Zip Code: 23669

Business Phone:

Remittance Address:

Fax Number:

Mobile Phone:

City: State: Zip Code:

Alternate Phone:

Section 1 - Taxpayer Identification

Section 2 - Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See instructions titled Certification

Printed Name:

Authorized U.S. Signature:

Date:

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** *Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.*

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see Section 2 Certification – Page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requestor of Form W-9 for more information.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requestor of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no

## Commonwealth of Virginia Substitute W-9 Form Instructions

reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Section 1 -Taxpayer Identification

**Check the appropriate Tax Identification Number (TIN) type. Enter your EIN/SSN in the space provided.** If you are a resident alien and you do not have and /or are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, apply for a TIN immediately, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester. **Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.**

**Enter the TIN which coincides with the 'Legal Name' provided on the form.**

- If you are an individual, check the "Social Security Number (SSN)" box and enter the SSN.
- If you are a Grantor or Revocable Trust, check the "Social Security Number (SSN)" box and enter the SSN of the Grantor.
- If you are a Resident Alien, check the "Social Security Number (SSN)" box and enter your SSN or

your ITIN (IRS Individual Taxpayer Identification Number).

d. If you are a Sole Proprietor, check the "Social Security Number (SSN)" box and enter the SSN of the sole proprietor.

e. If you are a Single-Member LLC that is disregarded as an entity, check the "Social Security Number (SSN)" box and enter the member's SSN.

**Note:** If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

Vendors are requested to enter their Dunn and Bradstreet Universal Numbering System (DUNS), if applicable. See number requirement below.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement.** The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one on-line at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

**Legal Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form. If you are using a name other than that which is listed on a Social Security Card, please enter the legal entity name as filed with the IRS. In general, enter the name shown on your income tax return. Do not enter a Disregarded Entity Name on this line.

**Business Name.** Business, Disregarded Entity, trade, or DBA ("doing business as") name.

**Entity Type.** Select the appropriate entity type.

**Individual.** If you are an individual, you must generally enter the name shown on your income tax return.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Legal Name" line. You may enter your business, trade, or

"doing business as (DBA)" name on the "Business Name" line.

**Partnership.** A partnership is an entity reflecting a relationship existing between two or more persons who join to carry on a trade or business. Enter the partnership's name on the "Legal Name" line. This name should match the name shown on the legal document creating the entity. You may enter your business, trade, or "doing business as (DBA)" name on the "Business Name" line.

**Trust.** A legal entity that acts as fiduciary, agent or trustee on behalf of a person or business entity for the purpose of administration, management and the eventual transfer of assets to a beneficial party. Enter the name of the legal entity on the "Legal Name" line.

**Estate.** A separate legal entity created under state law solely to transfer property from one party to another. The entity is separated by law from both the grantor and the beneficiaries. Enter the name of the legal entity on the "Legal Name" line.

**Government.** The Government of any State, any Political Subdivision of any State, any Agency or Instrumentality of a State or of a Political Subdivision of a State.

**Non-Profit.** An organization that is organized and operated exclusively for exempt purposes and none of its earnings may inure to any private shareholder or individual.

**Corporation.** A company recognized by law as a single body with its own powers and liabilities, separate from those of the individual members. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**S-Corporation.** A corporation that is taxed like a partnership: a corporation in which five or fewer people own at least half the stock. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**C-Corporation.** A business that is taxed as a separate entity: a business taxed under Subchapter C of the Internal Revenue Code and legally distinct from its owners. Enter the entity's name on the "Legal Name" line and any trade or "doing business as (DBA)" name on the "Business Name" line.

**Limited liability Company (LLC).** An LLC with at least two members is classified as a partnership for federal income tax purposes unless it files Form 8832 and affirmatively elects to be treated as a corporation. Enter the name of the partnership or corporation. An LLC with only one member is treated as an entity disregarded as separate from its owner for income tax purposes (but as a separate

Commonwealth of Virginia Substitute W-9 Form Instructions

entity for purposes of employment tax and certain excise taxes), unless it files Form 8832 and affirmatively elects to be treated as a corporation. If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner, enter the owner's name on the "Legal Name" line. **Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Entity Classification.** Select the appropriate classification type.

**Contact Information.** Enter your contact information.

Enter your **Legal Address.** Enter your **Remittance Address.** A **Remittance Address** is the location in which you or your entity receives business payments.

Enter your **Business Phone Number.** Enter your **Mobile Phone Number,** if applicable. Enter your **Fax Number,** if applicable. Enter your **Email Address.**

For clarification on IRS Guidelines, see [www.irs.gov](http://www.irs.gov).

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation

- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B - The United States or any of its agencies or instrumentalities
- C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G - A real estate investment trust
- H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I - A common trust fund as defined in section 584(a)
- J - A bank as defined in section 581
- K - A broker
- L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Section 2 - Certification**

To establish to the paying agent that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on Form W-9. You are being requested to sign by the Commonwealth of Virginia.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**Submission:**

Commonwealth Vendor Group  
 Post Office Box 1971  
 Richmond, VA 23218-1971  
 CVG@doa.virginia.gov  
 804.823.2701 (fax)