THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY
Office for Prekindergarten through Grade 12 Education
Child Nutrition Program Administration / Summer Food Service Program
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SUMMER FOOD SERVICE PROGRAM AGREEMENT

This Agreement is between the organization named on the Renewal (hereafter referred to as the "sponsor") and the New York State Education Department [hereafter referred to as the State Agency (SA)]. The sponsor agrees to administer the Summer Food Service Program (hereafter referred to as the "Program") as approved in the Renewal in accordance with federal regulations including policy and instructions issued by the SA and no monies or other benefits may be paid out under this Program unless the Renewal is completed, submitted, and executed as required by the following regulations: Section 13 of the National School Lunch Act (42 U.S.C. 1761) as amended, 7 CFR 225, 245, 3015, 3016, 3017, 3018, 3019, 3052, Office of Management and Budget Circulars A-87, A-102, A-110, A-122, A-133, Food and Nutrition Service FNS Instructions 113-1, 765-5 rev. 1, 770-3, 776-6 rev. 1, 781-10, 782-4 rev. 2, 783-1 rev. 2, 783-7 rev. 1, 783-8 rev. 1, 783-2 rev. 2, 783-3 rev. 1, 783-11 rev. 1, 783-13 rev. 2, 783-14 rev. 1, 786-rev. 1, 788-11 rev. 1, 788-12 rev. 1, 788-13 rev. 1, 792-3, 794-5 rev. 1, 796-4 rev. 4.

This Agreement sets forth the conditions, which must be followed for the sponsor to participate in the Program. Submission of the Renewal acknowledges the sponsor's adoption of the policy.

THE SPONSOR AGREES TO:

1) Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), all provisions required by implementing the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice Enforcement Guidelines (28 CFR 50.3 and 42) and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and where applicable, political beliefs, marital status, familial status, parental status, sexual orientation, or when an individual's income is derived from any public assistance program, or protected genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the sponsor receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
2) Operate the food service in accordance with 7 CFR 225, any instructions and handbooks issued by FNS under this part, and any instructions and handbooks issued by the SA which are not inconsistent with the provisions of this part.
3) Operate a nonprofit food service during an established period from June to September for children on school vacation or during the period affected by unanticipated school closures. (7 CFR 225.14 and 225.2).
4) Operate in compliance with all nondiscrimination laws, regulations, instructions, policies, and guidelines.

5) Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. This Agreement permits authorized USDA and State personnel to review such records, books, and accounts as needed during hours of program operation to ascertain compliance.
6) Offer meals which meet the requirements and provisions set forth in 7 CFR 225.16 during times designated as meal service periods by the sponsor.
7) Offer the same meals to all children at no charge (except camps, which may charge for meals served to children who are not served meals under the Program), regardless of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and where applicable, political beliefs, marital status, familial status, parental status, sexual orientation, or when an individual's income is derived from any public assistance program, or protected genetic information.
8) Issue a free meal policy statement in accordance with 7 CFR 225.6 (c).
9) Camp sponsors will collect information on participants' eligibility to support its claim for reimbursement.
10) Camp sponsors that charge separately for meals agree:
    a) That the eligibility standards conform to the Secretary's family size and income standards for reduced price school meals, and that households are permitted to apply on behalf of children who are members of households receiving food stamps, Temporary Assistance to Needy Families (TANF) or Food Distribution Program on Indian Reservations (FDPIR) benefits using the categorical eligibility procedures described in 7 CFR 225.15 (f).
    b) That 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 7 CFR 225.6 (c)(5).
    c) That if a family requests a hearing, the sponsor shall continue to serve a child free meals until a decision is rendered.
    d) That there will be no overt identification of free meal recipients and no discrimination against any child on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and where applicable, political beliefs, marital status, familial status, parental status, sexual orientation, or when an individual's income is derived from any public assistance program, or protected genetic information.
11) Meet the training requirement for its administrative and site personnel as required under 7 CFR 225.15 (d)(1).
12) Claim reimbursement only for the type or types of meals specified in the Renewal 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 Renewal and served without charge to children who meet the Program's income standards. The Renewal shall specify the approved levels of meal service for the sponsor's sites if such levels are required. No permanent changes may be made in the serving time of any meal unless the changes are approved by the SA.
13) Submit claims for reimbursement in accordance with procedures established by the SA and those stated in 7 CFR 225.9.
14) In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations.
15) Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the SA.
16) Have access to facilities necessary for storing, preparing, and serving food.

17) Maintain a financial management system as prescribed by the SA.
18) Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225.15 (d)(2) and (3).
19) Compile data, maintain records, submit reports and upon request, make all accounts and records pertaining to the Program available at a reasonable time and place to State, Federal, or other authorized officials to ascertain compliance and permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. The records shall be retained for a period of three years after 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.
20) Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of three years after 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.
21) Maintain children on site while meals are consumed.
22) Retain financial and administrative responsibility for its program.
23) Observe and comply with all the applicable provisions of the Labor Law in the performance of this Agreement.

This Agreement shall become effective on the day the renewal is executed for the Program approved for the period beginning June 15th and ending the following June 14th. The SA may renew the Agreement for each year thereafter by notice in writing given to the sponsor as soon as practicable after funds have been appropriated by Congress for carrying out the purpose of the National School Lunch Act.

This Agreement may be terminated by written notice whenever it is determined by the SA that the sponsor has failed to comply with the conditions of the Program.

This application/renewal accommodates the annual modifications of the sponsor's last signed Program agreement maintained with the SA.

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.