WYOMING DEPARTMENT OF EDUCATION AGREEMENT SFSP

Health and Safety Unit New 1/13

Hathaway Bldg., 2nd Floor

2300 Capitol Avenue

Cheyenne, WY 82002-0050

307-777-7168

 Agreement Number

 (To be completed by WDE)

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**PERMANENT AGREEMENT**

**SUMMER FOOD SERVICE PROGRAM**

**CFDA# 10.558**

Instructions: This Agreement is to be completed and submitted to the Wyoming Department of Education. The Sponsor should complete Section A and sign on page 4 where noted. The Department will complete Section C, assign the effective date, sign and date the Agreement, and return a photocopy to the Sponsor.

**SECTION A: NAME AND ADDRESS OF ORGANIZATION**

Name:

Physical Address of Sponsor:

E-mail:

Mailing Address:

 City State Zip

In order to carry out the purpose of Section 17 of the National School Lunch Act, as amended, and the regulations governing the Summer Food Service Program issued thereunder (7 CFR, Part 225), the WYOMING DEPARTMENT OF EDUCATION (hereinafter referred to as the “Department”) and the Sponsor, whose name and address appear above, agree as follows:

**SECTION B:**

a. The Sponsor represents and warrants that it will accept final administrative and financial responsibility for total operations of the Summer Food Service Program at all sites noted with each site application accompanying this agreement. Upon request, all financial files will be made available to state, federal, or other authorized officials for audit or review along with all other documentation required by the program as identified in 7 CFR 225.6(e).

b. The Sponsor will submit a monthly Claim for Reimbursement on line. This claim will be submitted by the 10th of each month. The Sponsor will claim reimbursement at the assigned rates only for reimbursable meals served to eligible participants. The Sponsor’s official submitting the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy in 7 CFR 225, paragraphs 15(a) and 15(c). Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension, or termination from the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties shall apply as specified in 7 CFR 225, paragraph 6(a)4(i).

1. The Sponsor will offer meals which meet the requirements and provisions set forth in 7 CFR 225.16 during the times designated as meal service periods. These meals shall be served, on site, without cost to all children that qualify for the program as specified in 7 CFR 225.
2. The Sponsor must operate a nonprofit food service during the period specified in its application and management plan.

e. The Sponsor will accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by the Wyoming Department of Education.

1. The Sponsor will have access to facilities necessary for storing, preparing, and serving food. In the storage, preparation, and service of foods, the Sponsor shall maintain proper sanitation and health standards in conformance with all applicable state and local laws and regulations.
2. The Sponsor will meet the training requirement for its administrative and site personnel, as required under 7 CFR 225.15(d)(1).

h. The Sponsor will maintain full and accurate records of the Program and retain such records for a period of three years after the date of submission of the final claim for the fiscal year to which they pertain; except that if audit findings have not been resolved, the Sponsor shall retain the records beyond the end of the three-year period for as long as may be required for resolution of the issues raised by the audit.

**NONDISCRIMINATION CLAUSE**

The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 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. 56101 et seq.); and all provisions required by implementing the Regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50), and FNS directive and guidelines to the effect that, no person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability, be excluded from participation in, or be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received federal financial assistance for the Department; and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.

**SECTION C:**

a. The Department and the Sponsor mutually agree to comply with and meet all responsibilities and requirements set forth in 7 CFR Part 225, Summer Food Service Program regulations.

b. The Department and the Sponsor mutually agree that the Program is non-pricing only and will be reimbursed according to the current regulations.

**GENERAL ASSURANCES**

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 which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the Sponsor, or any improvements made with federal financial assistance extended to the Sponsor by the Department. This includes any federal agreement, arrangement, or other contract, which has, as one of its purposes, the provision of cash assistance for the purchase of food, cash assistance for the 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 Sponsor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and state personnel, during normal working hours, to review such records, books and accounts as are needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the U.S. Department of Agriculture – Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear on the following page are authorized to sign this assurance on behalf of the Sponsor.

This Agreement, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negations, representations, and agreements, whether written or oral.

The Sponsor shall release, indemnify, and hold harmless the State and the Department, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of the Sponsor’s performance under this contract.

The Sponsor shall comply with Presidential Executive Order 11246 entitled, “Equal Employment Opportunity,” as amended by Presidential Executive Order 11375, and as supplemented by the U.S. Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, The Wyoming Fair Employment Practices Act (W.S. 27-9-105 et seq.), and the Americans With Disabilities Act (42 U.S.C. 12101 et seq.). The Sponsor shall assure that no person is discriminated against based on the grounds of sex, race, age, color, national origin, or disability in connection with the performance of this Agreement.

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

The State of Wyoming, Department, and Sponsor do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party’s performance or failure to perform any term or condition of this Agreement, or to bring any action for the breach of this Agreement.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.

This Agreement shall become effective on       and will continue to be in effect unless an updated agreement is need by the Department. This Agreement may be terminated upon thirty (30) days written notice on the part of either party hereto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement, and of the regulations governing the program, have not been fully complied with by the Sponsor. Any such termination shall be in accordance with the laws and regulations set forth in 7CFR 225, SFSP Regulations. This Agreement is contingent upon the availability of federal funds.

**CERTIFICATION STATEMENT**

I hereby certify that all of the above information is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that USDA and state officials may, for cause, verify information; and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

SIGNATURE ON BEHALF OF SPONSOR WYOMING DEPARTMENT OF EDUCATION

BY AUTHORIZED REPRESENTATIVE

BY: BY:

NAME:      NAME: Tamra Jackson

 (Print or Type) (Print or Type)

TITLE:      TITLE: Nutrition Programs Supervisor

DATE:      DATE:

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