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INSTRUCTIONS: Sign and submit the original and one copy of this Agreement to your FNS Regional Office. You must have original signatures on both copies of the agreement and the following attachments, which become part of this Agreement: Certification Regarding the Drug-Free Workplace Requirements (Form AD-1049); Certification Regarding Lobbying; and Disclosure of Lobbying Activities (Form SF-LLL).

**FEDERAL-STATE AGREEMENT
CHILD NUTRITION AND FOOD DISTRIBUTION PROGRAMS
FOOD AND NUTRITION SERVICE
U.S. DEPARTMENT OF AGRICULTURE**

1. What is the purpose of this agreement?

This agreement sets out the requirements for administering the Child Nutrition Programs and the Food Distribution Programs.

2. Who are the parties to this agreement?

The Food and Nutrition Service (FNS), U.S. Department of Agriculture (USDA) and _____ (State agency). In consideration of the funds and USDA-Donated Foods provided by USDA/FNS to the State agency and the services provided by the State agency, the parties agree to the provisions of this agreement.

3. What programs does this agreement cover?

This agreement covers the programs noted with an "x" in the chart below. If the State agency decides to discontinue or begin administration of any of these programs after signing this agreement, the State agency must provide FNS advance written notice, including the proposed effective date of the change. Upon approval of the request, FNS will enter into a new agreement or amend this agreement.

	National School Lunch Program	School Breakfast Program	Special Milk Program	Com- modity School Program	Child and Adult Care Food Program	Summer Food Service Program	Fresh Fruit and Vegetable Program ¹	Food Distri- bution Programs
Public schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Private schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public residential child care institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Private residential child care institutions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Nonresidential child care institutions			<input type="checkbox"/>		<input type="checkbox"/>			<input type="checkbox"/>
Nonresidential adult care institutions					<input type="checkbox"/>			<input type="checkbox"/>
Service institutions (including camps)			<input type="checkbox"/>			<input type="checkbox"/>		<input type="checkbox"/>
TEFAP								<input type="checkbox"/>
Charitable institutions								<input type="checkbox"/>
Disasters and situations of distress								<input type="checkbox"/>
CSFP								<input type="checkbox"/>
FDPIR and FDPIHO								<input type="checkbox"/>
Nonprofit summer camps			<input type="checkbox"/>					<input type="checkbox"/>
Other (describe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

¹ Note: This program is a Child Nutrition Program and is separate and distinct from the Department of Defense Fresh Fruit and Vegetable Program, which is available through the USDA Foods in Schools, FDPIR, and FDPIHO.

4. What are the definitions for the terms used in this agreement?

The terms in this agreement have the same meaning as they are defined in the program statutes, program regulations, and the glossary in Appendix A to this agreement.

5. What is the authority for this agreement?

This agreement is authorized by the program statutes listed in Appendix A to this agreement.

6. What is the duration of this agreement?

Unless otherwise designated by program statutes or regulations, this agreement is effective for the Federal Fiscal Year from October 1, _____ to September 30, _____. This agreement may be extended by FNS. The extension will be in the form of the annual grant award document announcing the grant amounts for each program for each Federal Fiscal Year.

7. How may this agreement be terminated?

This agreement may be terminated in accordance with the program statutes, program regulations and guidance.

8. May this agreement be amended?

This agreement may be amended only by FNS. However, either FNS or the State agency may propose amendments. FNS amendments are not subject to approval by the State agency. By continuing to operate the covered programs after an amendment to this agreement, the State agency agrees to comply with the amendment.

If the State agency does not wish to comply with an amendment, the State agency must seek to terminate the agreement in accordance with Section 7 of this agreement.

9. What are the requirements for FNS?

Subject to available appropriations, FNS will make funds and USDA-Donated Foods available to the State agency for the Programs covered by this agreement. In addition and also subject to available appropriations, FNS will provide State Administrative Expense funds (7 CFR Part 235) and Cash-in-Lieu of Donated Foods (7 CFR Part 240) when the State agency is approved to administer a program for which those funds are available.

FNS will provide the funds and USDA-Donated Foods in accordance with program statutes, program regulations, any FNS instructions, policy memoranda, guidance, and other written directives interpreting the program statutes and program regulations, and the other statutes and regulations cited in this agreement.

10. What are the requirements for the State agency?

A. Program Statutes, Program Regulations, Instructions, Policy Memoranda, and Guidance

The State agency will comply with the program statutes and program regulations applicable to the programs covered by this agreement. The State agency also will comply with any FNS instructions, policy memoranda, guidance, and other written directives interpreting the program statutes and program regulations applicable to those programs.

B. Departmental Regulations on Grants and Cooperative Agreements

The State agency will comply with the following USDA Regulations:

- i. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards", which implements OMB guidance of the same title at 2 CFR part 200;
- ii. 2 CFR Part 415, "General Program Administrative Regulations";
- iii. 2 CFR Part 416, "General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments";
- iv. 2 CFR Part 417, "Nonprocurement Debarment and Suspension", which supplements and adopts as USDA policy the OMB guidance at 2 CFR Part 180, OMB Guidelines to Federal Agencies on Governmentwide Debarment and Suspension (Nonprocurement);
- v. 2 CFR Part 418, "New Restrictions on Lobbying";
- vi. 2 CFR Part 421, "Requirements for a Drug-Free Workplace (Financial Assistance)", which implements OMB guidance at 2 CFR Part 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance); and
- vii. 2 CFR Part 422, "Research Institutions Conducting USDA Funded Extramural Research; Research Misconduct".

C. Debarment and Suspension

The State agency will comply with 2 CFR Part 417, Nonprocurement Debarment and Suspension. If this agreement covers Food Distribution Programs other than food distribution related to the Child Nutrition Programs, and the State agency has signed and attached to this agreement the Certificate Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions, the State agency must submit an additional Certification to FNS by October 1 of each year.

D. Assurance of Civil Rights Compliance

The State agency hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 USDA. 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 State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

E. Lobbying

In accordance with Section 10(B)(v) of this Agreement, the State agency will comply with 2 CFR Part 418, New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to FNS.

F. Drug-Free Workplace

In accordance with Section (10)B(vi) of this Agreement, the State agency will comply with 2 CFR Part 421, Requirements for a Drug-Free Workplace (Financial Assistance) and will maintain a drug-free workplace in accordance with (check one):

- ☐ The current annual single State or State agency drug-free workplace certification statement that is on file with USDA.
- ☐ The Certification Regarding the Drug-Free Workplace Requirements ((Grants)(Alternative I - for Grantees Other Than Individuals) (Form AD-1049)) that the State agency has signed and attached to this agreement.

G. Full Use of Federal Funds

As applicable, the State agency will comply with the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), to support full use of Federal funds provided to the State Agency for the administration of the Child Nutrition Programs, and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the Child Nutrition Programs.

11. How do changed or new statutes, regulations, instructions, policy memoranda, and guidance affect this agreement?

By continuing to operate the covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this agreement and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, the State agency agrees to comply with them.

If the State agency does not wish to comply with any changes or new items, the State agency must seek to terminate the agreement in accordance with Section 7 of this Agreement.

12. Signatures

STATE AGENCY	USDA
By (Signature)	By (Signature)
TITLE	TITLE
DATE	DATE

Appendix A -- Glossary

"Child Nutrition Programs" means:

National School Lunch Program (NSLP)
Special Milk Program for Children (SMP)
School Breakfast Program (SBP)
Commodity School Program
Summer Food Service Program (SFSP)
Child and Adult Care Food Program (CACFP)
Fresh Fruit and Vegetable Program (FFVP)
State Administrative Expense Funds (SAE)

"Food Distribution Programs" means:

USDA-Donated Foods donation portion of the Child Nutrition Programs
Commodity Supplemental Food Program (CSFP)
Food Distribution Program on Indian Reservations (FDPIR)
Food Distribution Program for Indian Households in Oklahoma (FDPIHO)
The Emergency Food Assistance Program (TEFAP)
USDA-Donated Foods assistance for charitable institutions
USDA-Donated Foods assistance for disasters and situations of distress
USDA-Donated Foods assistance for nonprofit summer camps

"Program Statutes" means:

for the Child Nutrition Programs

Richard B. Russell, National School Lunch Act (42 U.S.C. 1751 et seq.), Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)

for the Food Distribution Programs

general and charitable institutions

Commodity Distribution Reform Act and WIC Amendments of 1987 (7 U.S.C. 612c note)
Section 32 of the Act of August 24, 1935 (7 U.S.C. 612c)
Section 416(a) of the Agricultural Act of 1949 (7 U.S.C. 1431(a))

CSFP

Sections 4(a) and 5 of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note)

Disasters and Situations of Distress

Section 402 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121)
Section 4(a) of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note)

FDPIR and FDPIHO

Section 4(b) of the Food and Nutrition Act of 2008 (7 U.S.C. 2013(b))

Section 4(a) of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note)

Section 1336 of the Food Stamp and Commodity Distribution Amendments of 1981 (P.L. 97-98), as applicable to FDPIHO

Nonprofit Summer Camps for Children

Section 4(a) of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note)

TEFAP

Emergency Food Assistance Act of 1983 (7 U.S.C. 7501-16)

"Program Regulations" means the regulations noted below:

- 7 CFR Part 210 National School Lunch Program
- Part 215 Special Milk Program for Children
- Part 220 School Breakfast Program
- Part 225 Summer Food Service Program
- Part 226 Child and Adult Care Food Program
- Part 227 Nutrition Education and Training Program
- Part 235 State Administrative Expense Funds
- Part 240 Cash in Lieu of Donated Foods
- Part 245 Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
- Part 247 Commodity Supplemental Food Program
- Part 250 Donation of foods for use in the United States, its territories and possessions and areas under its jurisdiction
- Part 251 The Emergency Food Assistance Program
- Part 252 National Commodity Processing Program
- Part 253 Administration of the Food Distribution Program for Households on Indian reservations
- Part 254 Administration of the Food Distribution Program for Indian Households in Oklahoma
- Part 15 Nondiscrimination
- Part 16 Equal Opportunity for Religious Organizations