



Office of General Services Food Distribution

OGS Food Distribution
Corning Tower Room 2978
Empire State Plaza
Albany, NY 12242
Email: ogsdonatedfoods@ogs.ny.gov
Website: <https://ogs.ny.gov/usda-food-distribution>
Phone: (518) 474-5122 | Fax: (518) 486-5660

Special Milk Agreement

Instructions:

- Signing of Agreement:** An original and one copy of this Agreement along with the Civil Rights Assurance addendum must be signed and submitted with the Application to the OGS-DFD;
- Use of Schedule A:** The sponsor must enter the name and location of each school, camp, or institution (same as entered in Item 2 on the Application) in Schedule A on the reverse side of this form.
- Sponsor copy:** When this Agreement is approved, a copy will be returned for the files of the sponsor.

Sponsor Name	Vendor ID Number	Phone Number
Sponsor Address	City	Zip Code

In order to effectuate the purposes of the Special Milk Program for Children and the Regulations governing such Program, the Office of General Services, Division of Food Distribution (hereinafter referred to as OGS-DFD), and the sponsor whose name and address appear above, acting on behalf of each school, camp or institution listed on Schedule A of this Agreement, covenant and agree as follows:

- OGS-DFD, acting through the Agriculture Marketing Service, shall reimburse the sponsor to the extent of funds available, in connection with the purchase of milk for service to children.
- The sponsor agrees to:
 - Conduct a non-profit food service or a nonprofit milk service in the event that no other food is served. Records or income (receipts) and expenditures shall be maintained in such a manner as to reflect the nonprofit status of food or milk service.
 - Claim reimbursement only in connection with unflavored milk which meets State and local standards for fluid milk, and flavored milk made from fluid milk which meets such standards.
 - Claim reimbursement only in connection with fluid milk purchased for service to children, at the rate(s) assigned in Schedule A of this Agreement, or at such rate(s) as may be subsequently assigned by OGS-DFD. Milk served to adults, as defined in paragraph 8, shall be excluded.
 - Encourage increased milk consumption as a means of improving the health and nutrition of children by operating one of the following programs:
 - A PRICING PROGRAM**, in which milk is sold to the children and the sponsor makes maximum use of Special Milk Program reimbursement payments in lowering or reducing to "zero," wherever possible, the price per half pint which children would normally pay for milk. The sponsor may use a part of the total reimbursement payments to defray distribution costs in the PRICING PROGRAM, but such costs shall not exceed one cent times the total of half pints served children in the program.
 - A NONPRICING PROGRAM**, in which the sponsor shall, with the assistance of Special Milk Program reimbursement payments, place in effect the specific service practices outlined in the Application, for children normally provided milk, along with food and other services, in a school, camp or institution financed by a tuition, boarding, camping or other fee, or from tax sources or by private donations or endowments.
 - A COMBINATION PRICING AND NONPRICING PROGRAM**, which shall be combination of (1) and (2) above.
 - Submit to OGS-DFD, on a form provided by OGS-DFD, claims for reimbursement in accordance with instructions provided by OGS-DFD. **Claims for reimbursement not filed within 60 days after the month covered by the claim shall be disallowed** except where claim for reimbursement has been filed late because of circumstances determined by OGS-DFD to be beyond the control of the school, camp or institution.
- Maintain full and accurate records of operations under this Agreement and keep such records for a period of 3 years after the end of the Federal fiscal year to which they pertain.
- Make available to representatives of the State Agency and the United States Department of Agriculture for examination and audit, at any reasonable time and place, all accounts and records pertaining to operations under this Agreement.
- This Agreement may be terminated upon 10 days written notice on the part of either party hereto, and OGS-DFD may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the sponsor.
- This Agreement shall be effective on July 1, 2017 (or the date signed by both parties) and expire June 30, 2022.**
- The sponsor hereby certifies that each school, camp or institution listed in Schedule A is nonprofit, exempt from Federal income tax under the Internal Revenue Code, as amended, and devoted to the care and training of children.
- Any school which operates its food or milk service under a contractual arrangement with a concessionaire or food service management company or under a similar arrangement is not eligible for participation in the Program, even though the school itself obtains no profit from the food or milk service. Any camp or institution, which operates its food or milk service under a contractual arrangement, is approved by OGS-DFD.
- No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
- This agreement shall be deemed executory only to the extent of monies made available to OGS-DFD and no liability on account thereof shall be incurred by OGS-DFD beyond monies available for the purpose thereof.
- Definitions:

ADULTS: Adults are all persons who are (1) staff members and employees of a school, camp, or an institution, including all faculty, supervisory and other personnel, and (2) high school graduates of 21 years of age and over enrolled for care and training in a combination high school and junior college, vocations training school, or camp, or an institution. Exception: Camp counselors under 21 years of age shall not be regarded as adults.

NON-PROFIT FOOD OR MILK SERVICE: Food or milk service maintained by or on behalf of the school, camp or institutions for the benefit of the children, all of the income from which is used solely for the operation or improvement of such food or milk service.

Certification

This is to certify that I have read the above agreement, the Civil Rights Assurance Statement, and agree to comply by the terms and requirements of this agreement.

Sponsor Representative Name

Sponsor Representative Title Date

AGENCY USE ONLY

Signature on behalf of the OGS-DFD

OGS-DFD Representative Name

OGS-DFD Representative Title Date



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Sponsor Name	Vendor ID Number
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Schedule A

Please indicate below where the School, Camp, or Institution will operate.

Name of School, Camp, or Institution		
Address	City	Zip Code

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Civil Rights Assurance Statement

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d 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. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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 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, the Department of Agriculture, FNS, 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 USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.