

FOR DEPARTMENT OF EDUCATION USE ONLY
AGREEMENT NO. _____
EFFECTIVE DATE _____

Child and Adult Care Food Program Permanent Agreement

NAME AND MAILING ADDRESS OF ORGANIZATION (Type or Print)		

COUNTY: _____	TELEPHONE NUMBER: _____	ZIP CODE _____
E-MAIL: _____	FAX NUMBER: _____	

ADULT CARE

CHILD CARE

FAMILY DAY CARE HOMES

In order to carry out the purpose of Section 17 of the National School Lunch Act, as amended, and the regulations governing the Child and Adult Care Food Program (CFDA 10.558) issued thereunder (7 CFR Part 226) the United States Department of Agriculture through the Alabama State Department of Education (hereinafter referred to as the "Department") and the sponsor, whose name and address appear herein, agree as follows:

THE SPONSOR

1. Represents and warrants that it will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all Child/Adult centers included in Center Information Sheets or for all Family Day Care Homes under its sponsorship.

Understands and agrees that any publications by the sponsor may be freely copied by the Department or by other sponsors under the Child/Adult Care Food Program.

2. Understands and agrees that State Department of Education personnel may make unannounced visits to examine records as necessary to ensure compliance with Child and Adult Care Food Program regulations.

3. Hereby agrees that it will 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 concerning nondiscrimination (7 CFR Part 15, 15a, and 15b), Department of Justice (28 CFR Parts 42 & 50), all requirements of Title IX of the Educational Amendments of 1972, all requirements of Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, to the effect that, no person in the United States shall, on the ground of sex, age, disability, race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the Department, and hereby gives assurance that it will immediately take any measures necessary to effectuate 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 which 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 Applicant by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, 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 applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Services, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person whose signature appears on the next page is authorized to sign this assurance on the behalf of the applicant.

4. Agrees to attend ongoing training as required by the Department. Failure to attend any mandatory training sessions will result in Program termination.

5. Agrees to notify the Department within 10 calendar days if the business structure or ownership of the participating institution changes. Examples of business structure or ownership changes include, but are not limited to, the following: formation or dissolution of a corporate entity; sale of sole proprietorship; creation of a lease/purchase agreement; and change of corporate officials.

6. Agrees to notify the Department within 10 calendar days if the Official Representative or other authorized signatory officials change.

7. Certifies that it has an office physically located within the geographical boundaries of the State of Alabama that is staffed during regular working hours (Monday through Friday, 8:00 A.M. – 5:00 P.M). All Child and Adult Care Food Program records are retained within the state and are available at any time during regular working hours for review.

- 8. Agrees to keep all records regarding this Agreement and any payments made as a result of this Agreement for a period of three years after the date of submission of the final claim of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the end of the three year period as long as they are required for the resolution of issues raised by the audit.
- 9. **[FOR CHILD AND ADULT CARE CENTERS ONLY]** Agrees to operate a nonprofit food service using all of the income therefrom solely for the operation or improvement of such service, except such income shall not be used to purchase land, acquire or construct buildings, or to make alterations on existing buildings.
- 10. **[FOR FREE AND REDUCED-PRICE PROVISION CENTERS ONLY]**
 Certifies as to the number of private for-profit child care centers under its auspices that have at least 25 percent of each center's license capacity or enrolled children that are eligible for free or reduced-price benefits during the month preceding application to the program; and shall continue to certify and provide such information in each succeeding month. The sponsor shall not claim reimbursement for meals served in any for-profit center for any month during which the center has less than 25 percent of its license capacity or enrolled children (whichever is smaller) eligible for free or reduced-price benefits. If the sponsor is a for-profit organization, the sponsor also certifies that all centers under this agreement have the same legal identity as the sponsor.
- 11. **[FOR TITLE XIX AND TITLE XX CENTERS ONLY]** Certifies as to the number of private for-profit child and/or adult care centers under its auspices that received amounts granted to the State under Title XIX or Title XX of the Social Act for at least 25 percent of each center's license capacity or enrolled children or adults during the month preceding application to the program; and shall continue to certify and provide such information in each succeeding month. The sponsor shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25 percent of its license capacity or enrolled children (whichever is

- smaller). If the sponsor is a for-profit organization, the sponsor also certifies that all centers under this agreement have the same legal identity as the sponsor.
- 12. **[FOR EMERGENCY SHELTERS ONLY]** Certifies that its primary purpose is to temporarily house and provide meals to children and their parents or guardians.
- 13. Understands and agrees that usage of the user name and password constitutes a legal signature in the Child and Adult Care Online Data Entry program. The sponsor further agrees that they will not share, give or otherwise transmit their user name or password and are fully responsible for the use of each.

THE DEPARTMENT

- 1. Shall terminate a sponsor's participation in the Program by written notice whenever it is determined by the Department that the sponsor has failed to comply with the rules of the Program.
- 2. Shall inform the sponsor of its right to request a review of decisions made by the Department which affect the participation of a sponsor in the Program or the sponsor's claim for reimbursement.

THE SPONSOR AND THE DEPARTMENT MUTUALLY AGREE

- 1. To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, Child And Adult Care Food Program regulations.
- 2. That claims for reimbursement will be submitted according to SDE guidelines and that claims submitted outside of these guidelines will not be eligible for reimbursement.
- 3. **[FOR CHILD AND ADULT CARE CENTERS ONLY]** That meals served by the sponsor will be reimbursed according to the claiming percentages method.
- 4. **[FOR FAMILY DAY CARE HOMES ONLY]** That the sponsor will be reimbursed for administrative cost payments as defined in 7 CFR Part 226.12 and food service payments according to the actual count of meals served by the FDCH providers as defined in 7 CFR Part 226.12.
- 5. That this agreement is effective contingent on the availability of Federal funds.

I HEREBY CERTIFY that the information on this form and subsequent attachment is true and correct. I understand that this information is being given in connection with the receipt of Federal funds; that Department officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

<p>OFFICIAL REPRESENTATIVE OF SPONSOR</p> <p>BY: _____ (Signature)</p> <p>NAME: _____ (Print or Type)</p> <p>TITLE: _____ DATE: _____</p>	<p>UNITED STATES DEPARTMENT OF AGRICULTURE ALABAMA STATE DEPARTMENT OF EDUCATION</p> <p>BY: _____ (Signature)</p> <p>Perry W. Fulton</p> <p>NAME: _____</p> <p>Administrator</p> <p>TITLE: Child Nutrition Programs DATE: _____</p>
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Non-Discrimination Statement: This explains what to do if you believe you have been treated unfairly. "In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."

AGREEMENT NO. _____

**STATEMENT OF AUTHORITY
AND SIGNATURE AUTHORIZATION CERTIFICATE**
(One Form Per Sponsoring Organization)

I, the undersigned, state the Program(s) indicated below are an integral part of and therefore under the direct control

and supervision of the governing body of _____
(Name of Sponsoring Organization)

whose address is _____
(Street or Route) (City) (Zip Code)

and that all funds relating to the program(s) will be subject to the control of the duly constituted governing body of the above named sponsoring organization, and that all funds received for the operation of said Program(s) will be used exclusively for the purpose for which they were received.

The following named individual(s) are authorized to sign all official documents (including claims for reimbursement) in connection with the Agreement(s).

_____	_____	_____
PRINT - NAME OF PERSON AUTHORIZED TO SIGN AGREEMENT	BIRTH DATE	SIGNATURE OF PERSON AUTHORIZED TO SIGN AGREEMENT
_____	_____	_____
PRINT - NAME OF PERSON AUTHORIZED TO SIGN AGREEMENT	BIRTH DATE	SIGNATURE OF PERSON AUTHORIZED TO SIGN AGREEMENT

I certify that I, as the official representative of the above named sponsoring organization having the authority to enter into and execute contracts/agreements, and as such official(s), have executed the Program Agreement(s) Between Sponsor and USDA/Alabama Department of Education.

I understand that the information on this form is being given in connection with the receipt of Federal funds and that all of the provisions of the Program Agreement(s) Between Sponsor and USDA/Alabama Department of education apply. I further understand that any deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

(Complete only the appropriate numbered blank below with signature and date.)

(1) _____	_____	_____	_____
PRINT - NAME AND TITLE OF OFFICIAL REPRESENTATIVE	BIRTH DATE	SIGNATURE	DATE

E-MAIL ADDRESS: _____
PRINT - PLEASE WRITE E-MAIL ADDRESS

(2) _____	_____	_____	_____
PRINT - NAME OF CHAIRMAN OF GOVERNING BOARD (FOR NONPROFIT ORGANIZATIONS AND CHURCH-SPONSORED PROGRAMS)	BIRTH DATE	SIGNATURE OF CHAIRMAN OF GOVERNING BOARD	DATE

(3) _____	_____	_____	_____
PRINT - NAME OF CHURCH PASTOR (FOR CHURCH-SPONSORED PROGRAMS)	BIRTH DATE	SIGNATURE OF CHURCH PASTOR	DATE