



**Alabama State Department of Education
Child Nutrition Programs
Permanent Agreement**

Sponsor Name	
Mailing Address	
STAARS Vendor Number	STAARS Vendor Address ID

In order to effectuate the purposes of the National School Lunch and Child Nutrition Acts, as amended, and the agreements between the United States Department of Agriculture Food and Nutrition Service, hereinafter referred to as the USDA, and the Alabama State Department of Education, this agreement is entered into between the Alabama State Department of Education, Child Nutrition Programs section, hereinafter referred to as the "ALSDE," and the Sponsor.

This agreement shall be permanent unless terminated by either party as provided for herein. This agreement may be amended by the State agency to include current legislation, federal regulatory changes, or State agency policy. In consideration of the receipt of any funds or services pursuant to this agreement, the Sponsor waives any and all legal rights to challenge the validity of this single provision of this agreement.

AUTHORITY:

This contract is entered into pursuant to and under the authority granted by the laws of the State of Alabama and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

- 7 CFR 15 Nondiscrimination
- 7 CFR 210 National School Lunch Program
- 7 CFR 215 Special Milk Program for Children
- 7 CFR 220 School Breakfast Program
- 7 CFR 225 Summer Food Service Program
- 7 CFR 226 Child and Adult Care Food Program
- 7 CFR 240 Cash in Lieu of Donated Foods
- 7 CFR 245 Determining Eligibility for Free and Reduced Price Meals and Free Milk in Schools
- 7 CFR 250 Donation of Foods for Use in the United States, Its Territories and Possessions and Areas Under Its Jurisdiction
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Alabama Administrative Code 290-080-030-.01 Child Nutrition Programs
- Alabama Administrative Code 1975, § § 16-3-11 through 12, 16-3-19



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DEFINITIONS:

Assistance Listing Numbers (ALN): formerly known as Catalog of Federal Domestic Assistance (CFDA), are related to Federal programs, projects, services, and activities that provide assistance or benefits to the American public. They can be found on federal grant and cooperative agreement award notices and are often used in governmental reporting and auditing.

Child Nutrition Programs: Federally funded nutrition programs administered by the United States Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended.

Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP), Fresh Fruit and Vegetable Program (FFVP), and Food Distribution Program (FDP), herein referred to as Program(s).

Department: United States Department of Agriculture.

Federal Assistance: Any funding, property, or aid provided to a State agency, Sponsor, SFA, or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, childcare center, at-risk afterschool care center, outside-school-hours care center, emergency shelter, or adult day care center which enters into an agreement with the State agency to assume final administrative and financial responsibility for Program operations.

Recipient Agency: Any eligible nonprofit organization that receives food under 7 CFR 250 Commodity Food Distribution Program.

School: An educational unit as defined in 7 CFR 210, 215, and 220.

School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State agency to operate Child Nutrition Programs.

Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Programs. The SFA, Recipient Agency, Sponsoring Organization, childcare center, outside-school-hours care center, or adult day care center which enters into this agreement with the State agency to assume administrative and financial responsibility for program operations.

State Agency: The State educational agency approved by USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State agency is the Child Nutrition Programs section of the Alabama State Department of Education.



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THE ALSDE:

1. Provides each sponsor with a single written permanent agreement to operate any of the programs identified in the State's Federal-State Agreement USDA FNS. The State's permanent agreement with a sponsor may be amended as necessary. Nothing in the preceding sentence shall be construed to limit the ability of the State agency to suspend or terminate the agreement with a sponsor. [7 CFR 210.9(b)].
2. Approves the applications of those sponsors that meet the three performance standards: financial viability, administrative capability, and Program accountability. The State agency must deny applications that do not meet all these standards. The State agency must consider past performance in the SFSP or another Child Nutrition Program, and any other factors it deems relevant when determining whether the sponsor's application meets the standards outlined in this section [7 CFR 225.6(d)].
3. Ensures reimbursement payments to finance nonprofit school food service operations will be made only to SFAs operating under a written agreement with the State agency. Such payments may be made for lunches and afterschool snacks served in the calendar month preceding the calendar month in which the agreement is executed. These reimbursement payments include general cash assistance for all lunches and afterschool snacks served to children under the National School Lunch Program and special cash assistance payments for free and reduced-price lunches served to children determined eligible for such benefits under the National School Lunch Program and Commodity School Programs. Reimbursement payments may also be made for breakfasts served as part of the National School Breakfast Program [7 CFR 210.7(a), 7 CFR 220.11(a) and (b)].
4. Holds the responsibility for ensuring program integrity for CNP. The ALSDE must take fiscal action against the Institution or SFA for claims for reimbursement that are not properly payable. The ALSDE must use its procedures within the constraints of federal regulations and must maintain all records pertaining to action taken under that section.
5. Terminates the Institution's or SFA's participation in the program by written notice whenever it is determined by the ALSDE that the Institution's or SFA's has failed to comply with the State and federal regulations of the CNP.
6. Terminates the sponsor's agreement whenever a sponsor's participation in the Program ends. The State agency or sponsor may terminate the agreement at its convenience, upon mutual agreement, due to considerations unrelated to either party's performance of Program responsibilities under the agreement. However, any action initiated by the State agency to terminate an agreement for its convenience requires prior consultation with the Food and Nutrition Service (FNS) [7 CFR 225.6(i)].
7. Informs the SFA or Institution of its right to request an appeal concerning the review of decisions made by the ALSDE which affect participation of the Institution or SFA in the CNP or the Institution's or SFA's claim for reimbursement.

THE SPONSOR:



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1. Agrees to accept federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Alabama statutes, administrative rules, policy manuals, memorandums, guidance and instructions, and any instruction or procedures issued by USDA or the ALSDE in connection therewith.
2. Agrees to administer Program(s) funded under this agreement in accordance with provisions of 2 CFR 200, as applicable.
3. Understands that the SFA's or Institution's key staff members must attend mandatory annual training provided by the State agency and provide annual training to the SFA's or Institution's staff members and new hires. Training documentation must be retained for a period of three (3) years plus the current year and made available upon request. Failure to attend any mandatory training sessions may result in program termination.
4. Agrees to notify the ALSDE immediately but no later than 10 calendar days after changes occur in program operations, organizational structure, or ownership. Examples of business structure or ownership changes include, but are not limited to, the following: formation or dissolution of a corporate entity; sale of limited liability company; creation of a lease/purchase of childcare facility agreement; and change of corporate officials. Notification must be made to the ALSDE immediately but no later than 10 calendar days after the highest-ranking official or other authorized signatory officials change.
5. Certifies that it has an office located within the geographical boundaries of the State of Alabama that is staffed during regular hours of operation, as specified and approved on business documents. All records are retained within the State of Alabama and are made available upon request during regular hours of operation for review.
6. Understands and agrees that usage of the username and password constitutes a legal signature for the CNP. Account information will be provided upon approval of program participation, and it will be the responsibility of the SFA or Institution to exercise confidentiality with all account-related content and information. The SFA or Institution agrees that it will not share, give, or otherwise transmit its username or password and is fully responsible for the use of each.
7. Agrees to operate a nonprofit food service using all the CNP reimbursable income solely for the operation or improvement of such service. CNP reimbursement income shall not be utilized to purchase land, acquire or construct buildings, or make alterations to existing buildings.
8. Certifies that all employees who have responsibilities relating to the operation of CNP are prohibited from obtaining outside employment that constitutes a real or apparent conflict of interest. In addition, all outside employment must be performed outside of the SFAs or Institution's regular hours of operation.
9. Submit forms and reports to the ALSDE, as appropriate, to demonstrate compliance with program requirements. In addition to maintaining such records, the Institution or SFA agrees to have the records available upon request for State as well as federal representatives to review. Program



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records and reports should be maintained for a period specified by the ALSDE, but in case of audit findings, the records should be retained beyond the specified period, until resolution with the audit findings has been resolved.

THE SPONSOR AND THE ALSDE MUTUALLY AGREE:

1. To comply with and meet all responsibilities and requirements set forth within State and federal regulations.
2. Claims for reimbursement will be submitted according to ALSDE's guidelines and that claims submitted outside these guidelines may not be eligible for reimbursement.
3. That obligations to distribute funds under this agreement are contingent upon the availability of funds appropriated by the USDA for CNP.

CONDITIONS:

1. This agreement is effective commencing as specified on the approval date of this agreement. The ALSDE may continue the utilization of this agreement each subsequent year, thereafter, as the renewal year occurs annually. The ALSDE and the SFA or Institution mutually agree to comply with the requirements and regulations cited within this agreement.
2. Both parties agree to provide at least 30-day notice regarding the termination of this agreement. Upon termination of this agreement, no further disbursement of funds shall be paid to the SFA or Institution by the ALSDE in accordance with this agreement, except to reimburse the SFA or Institution for the eligible meals served on or prior to the termination of this agreement.
3. The Sponsor participation in any Program(s) covered in this agreement may be terminated in accordance with the grant close-out procedures found in 2 CFR 200.344, 7 CFR 210.25, 7 CFR 220.197, CFR 225.18, and 7 CFR 226.25 as applicable.
4. Sponsors maintain necessary facilities in accordance with federal, state, and local health and safety requirements for storing, preparing, and serving food.
5. Describing this agreement as "permanent" is intended solely to convey that the agreement has no predetermined expiration date. In no way does this feature of the agreement create contractual obligations beyond those described in the agreement, nor does it preclude either party from terminating this agreement in accordance with CNP regulations.
6. No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE:

The Program Applicant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);



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- 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 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR 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, 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 Program Applicant 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 Program applicant, its successors, transferees, and



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assignees as long as it receives assistance or retains possession of any assistance from USDA. The person(s) whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant.

PARTICIPATION IN SCHOOL MEAL PROGRAMS:

This section applies only if the sponsor agrees to operate the National School Lunch Program (NSLP), Afterschool Snack Service Program (ASSP), ALN 10.555, School Breakfast Program (SBP), ALN 10.553, or the Special Milk Program (SMP), ALN 10.556.

The sponsor and the participating schools or facilities under its jurisdiction shall comply with all provisions of 7 CFR 210, 215, 220, and 245. The sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State agency.
2. Be responsible for the administration of the NSLP in schools [7 CFR 210.3(d)].
3. Maintain a nonprofit food service and observe the limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14(a), and/or 7 CFR 220.7(e)(1), and/or 7 CFR 215.7(d) and the limitations on any competitive school food service as set forth in 7 CFR 210.11 and/or 7 CFR 220.12.
4. Limit new cash resources to an amount that does not exceed three (3) months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR 210.19(a)(1), 7 CFR 220.7(e) and/or 7 CFR 215.7.
5. Maintain a financial management system as prescribed under 7 CFR 210.14(c), 7 CFR 220.7(e), 7 CFR 215.7(d), or 7 CFR 225.15(a)(2), and as designated by the State agency.
6. Comply with the requirements of the Department's regulations regarding financial management (2 CFR 200, subpart D and USDA implementing regulations 2 CFR 400 and 415);
7. Serve lunches under the NSLP during the lunch period at the middle of the day and afterschool snacks after the school day has ended which meet the minimum requirement prescribed in 7 CFR 210.10. Serve breakfast under the SBP in the morning and close to the beginning of the school day that meet the requirements prescribed in 7 CFR 220.8. Serve milk under the SMP in accordance with the provisions of 7 CFR 215.2, 215.8 and 215.10.
8. Price the lunch, snack and breakfast as a unit in accordance with 7CFR 210.9(b)(6) and 7 CFR 220.7(e)(3).
9. Serve lunches and/or breakfasts, free or at a reduced price to all children who are determined by the LEA to be eligible for such meals in accordance with 7 CFR 210.9(b)(7), 7 CFR 220.7(e)(4) and 7 CFR 245. Serve afterschool snacks at no charge to children at sites in which at least 50 percent of the enrolled children are certified eligible for free or reduced-price meals. If participating in the SMP and if electing to provide free milk to students, serve in accordance with 7 CFR 215.7 and 7 CFR 245.



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10. Claim reimbursement at the assigned rates only for free, reduced price, and paid lunches, afterschool snacks, and breakfasts and/or paid or free milk served to eligible children in accordance with 7 CFR 210, 220, and 215, respectively. Agree that the SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7CFR 210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension, or termination of the program as specified in 7 CFR 210.24, 7 CFR 220.18, and 7 CFR 215.15. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26, 7 CFR 220.6, and 7 CFR 215.6 shall apply.
11. Count the number of free, reduced price, and paid reimbursable meals served to eligible children at the point-of-service, or through another counting system if approved by the State agency.
12. Conduct on-site reviews in accordance with requirements in 7 CFR 210.8(1) and 210.9(c).
13. Comply with the requirements of the department's regulations regarding nondiscrimination (7 CFR 15, 15a, 15b).
14. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals or free milk in accordance with the approved free and reduced-price policy statement.
15. Enter into an agreement to receive donated foods as required by 7 CFR 250.
16. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements of 7 CFR 210.13.
17. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.
18. Maintain necessary facilities for storing, preparing and serving food.
19. Upon request, make all accounts and records pertaining to its school food service available to the State agency and to USDA Food and Nutrition Services (FNS), for audit or review, at a reasonable time and place. Such records shall be retained for a period of three (3) years after the date of the final claim for reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit or investigation have been resolved.
20. Maintain files of currently approved and denied free and reduced-price applications, respectively. If applications are maintained at the LEA level, they shall be readily retrievable by school.
21. Maintain direct certification documentation obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by FNS, indicating that:



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- a. A child in the family, as defined in 7 CFR 245.2, is receiving benefits from SNAP, FDPIR or TANF, as defined in 7 CFR 245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - b. The child is a homeless child as defined in 7 CFR 245.2;
 - c. The child is a runaway child as defined in 7 CFR 245.2;
 - d. The child is a migrant child as defined in 7 CFR 245.2;
 - e. The child is a Head Start child as defined in 7 CFR 245.2; or
 - f. The child is a foster child as defined in 7 CFR 245.2.
22. Retain the individual applications for free and reduced-price lunches and free milk submitted by families for a period of three years after the end of the fiscal year to which they are pertained or as otherwise specified under paragraph (19) of this section.
23. Annually complete October building data and student eligibility information. In addition, provide when available for the schools under its jurisdiction, and upon the request of an SFA of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.
24. For sponsors with eligible schools, as defined as 7 CFR 210.10(n)(1), that elect to serve afterschool snacks during afterschool care programs, shall agree to:
- a. Serve afterschool snacks which meet the minimum requirements prescribed in 7 CFR 210.10.
 - b. Price the afterschool snack as a unit [7 CFR 210.9 (c)(2)].
 - c. Serve afterschool snacks free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 CFR 245 [7 CFR 210.9 (c)(3)].
 - d. If charging for meals, the charge for a reduced-price afterschool snack shall not exceed 15 cents [7 CFR 210.9(c)(4)].
 - e. Claim reimbursement at the assigned rates only for afterschool snacks served in accordance with the agreement.
 - f. Claim reimbursement for no more than one afterschool snack per child per day [7 CFR 210.9 (c)(5)].
 - g. Review each afterschool care program two times a year. The first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter [7 CFR 210.9(c)(7)].
25. For sponsors considered a school or nonprofit child-care institution, which does not participate in a meal service program authorized under the Child Nutrition Act of 1966 or the National School Lunch Act, may receive upon request the Special Milk Program. Schools with such meal service may receive the Special Milk Program upon request only for children attending split-session kindergarten programs who do not have access to the meal service. Each SFA or child-care institution shall make written application to the State agency for any school or child-care



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institution in which it desires to operate the Program, if such school or child-care institution did not participate in the Program in the prior fiscal year [7CFR 215.7(a)].

- a. These sponsors shall agree to adhere to the following requirements for the SMP:
 - i. Operate a nonprofit milk service [7 CFR 215.7(d)(1)].
 - ii. Serve free milk to all eligible children [7 CFR 213.7(d)(2)(i)].
 - iii. Make no discrimination against any needy child because of the inability to pay for the milk [7 CFR 215.7(d)(2)(ii)].
 - iv. Comply with the regulatory requirements respecting nondiscrimination [7 CFR 215.7(d)(3)].
- b. Claim reimbursement only for milk that abides by the payments and procedures requirements [7 CFR 215.7(d)(4)].
- c. Submit claims for reimbursement in accordance with procedures established by the ALSDE [7 CFR 215.7(d)(5)].
- d. Maintain a financial management system [7 CFR 215.7(d)(6)].
- e. Make all records pertaining to its milk program available to the ALSDE for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three (3) years after the end of the fiscal year to which they pertain. If audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit [7 CFR 215.7(d)(7)].
- f. Adhere to the fluid milk and non-dairy milk substitute requirements for the Special Milk Program. Monthly claims should only be submitted for reimbursable items that comply with program guidance (7 CFR 215.7a).
- g. Comply with the requirements regarding claims for reimbursement procedures. The Sponsor submits to the ALSDE by the 10th of each month, a claim covering operation for the previous month, provided however, that the claim may cover more or less than a month's operation, if such is required to complete a fiscal year's report, and assume full responsibility for the accuracy for all claims for reimbursement submitted to the ALSDE pursuant to this agreement (7 CFR 215.10).
- h. Submit a Free Milk Policy Statement annually that contains the following information:
 - i. The specific criteria to be used in determining eligibility for free milk. The criteria shall give consideration to economic need as reflected by family size and income [7 CFR 215.13a(d)(1)].
 - ii. The method by which the child-care institution will collect information from families in order to determine a child's eligibility for free milk [7 CFR 215.13a(d)(2)].
 - iii. The method by which the child-care institution will collect milk payments so as to prevent the overt identification of children receiving free milk [7 CFR 215.13a(d)(3)]. Hearing procedures [7 CFR 215.13a(d)(4)].
 - iv. An assurance that there will be no discrimination against free milk recipients and no discrimination against any child on the basis of race, color, or national origin [7 CFR 215.13a(d)(5)].
- i. Program payments shall be withheld in whole or in part to any sponsors which has failed to comply with the provisions of this part. Detailed information to substantiate



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this agreement is submitted on the applicable schedules that are considered a part of the agreement, as now or hereafter amended with approval of the State agency.

26. Sponsors of the NSLP, SBP or SMP and participating schools or facilities under its jurisdiction shall agree to a Free and Reduced-Price Policy Statement including:
- a. Annually indicating the officials designated to make eligibility determinations.
 - b. Assurance that eligibility will be determined in accordance with current Income Eligibility Guidelines.
 - c. Assurance of designated procedures to accept applications and process direct certifications.
 - d. Instructions to parents on how to apply for program benefits, including information that foster children are categorically eligible and specific instructions for directly certified households.
 - e. Assurance of a meal charge policy that includes a description of the methods used to collect payments and a la carte sales.
 - f. Assurance that there will be no physical segregation of, nor any other discrimination against, any child because of his/her ability to pay the full price of the meal, snack or milk and that measures will be taken to prevent over identification of students receiving free and reduced-price meals or milk.
 - g. Assurance there are no barriers for participation for Limited English Proficient (LEP) families.
 - h. Process of measures taken to prevent disclosure of confidential free and reduced-price eligibility information.
 - i. Sponsors must sign and submit an updated statement when there are substantial changes such as newly operating the Community Eligibility Provision (CEP).

PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP):

This section applies only if the Sponsor agrees to operate the CACFP, including At-Risk Afterschool Meals component of the CACFP, ALN 10.558.

The Sponsor, as defined in 7 CFR 226.2, hereafter called the Sponsor, shall comply with all provisions of 7 CFR 226. The Sponsor further agrees to the following provisions, as applicable:

1. Complete an annual application as directed by the State agency.
2. To provide information that demonstrates that the sponsor is financially viable and administratively capable of administering the CACFP Program.
3. Accept final administrative and financial responsibility for total CACFP operations at all centers for which a site application has been submitted to and approved by the State agency.
4. To maintain a nonprofit food service.
5. To ensure licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e) are met. ALSDE accepts valid license from the Alabama Department of Human Resources, U.S. Department of Defense, and the Alabama Department of Mental Health. License exempt institutions may participate in the program if they meet health and safety standards.



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6. Certifies that they are in compliance with the applicable State rules and regulations regarding governing boards of corporation.
7. Certifies that neither the Sponsor nor any of its principals has been convicted of any activity that occurred in the last seven years that indicated a lack of business integrity including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State agency.
8. Certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. Certification statements must be obtained and kept on file for each responsible principal in the organization.
9. To ensure key staff at each facility receive CACFP and Civil Rights training prior to participation and annually thereafter.
10. Assures that all participants are served the same meals regardless of race, color, national origin, sex, age, or disability, and there is no discrimination in the course of the food service.
11. Assures that all publications, posters, and informational materials provided to the public will include a statement that the Program is available to eligible participants without regard to race, color, national origin, sex, age, or disability. The most current nondiscrimination statement, as provided by the State agency, must be used.
12. To submit a management plan annually that includes detailed information on the organization's administration, management, training, and procedures and processes utilized to administer the Program.
13. To submit an administrative and operating budget annually.
14. Certifies that the submission of false information to the State agency is grounds for termination or denial from the CACFP, as described in 7 CFR 226.6(c).
15. Maintain records to include, at a minimum, a menu that meets the CACFP meal pattern requirements described in 7 CFR 226.20, daily meal counts served to eligible participants taken at the point of service, attendance records, claim records, training records, and site review records. All records must be maintained for the past three fiscal years, plus current year, or until resolution of any outstanding reviews or audits.
16. Assures the State agency that announced and/or unannounced reviews will be allowed during normal business hours by the State agency and/or representatives of U.S. Department of Agriculture (USDA) Food and Nutrition Service (FNS) and/or any other State or federal official. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.



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17. Assures that it will be responsible for all overpayments. Payments must be made with non-federal funds.
18. Understands if this applicant does not meet all of the requirements in the CACFP regulations, 7 CFR 226.6(b) and 226.15(b) and 226.16(b), the State agency must deny the application. If the State agency determines that the Sponsor has committed one or more serious deficiencies in 226.6(c)(1)(ii) for new Sponsors or 226.6(c)(2)(ii) for renewing Sponsors, the State agency must initiate action to deny the application and initiate action to disqualify the Sponsor and the responsible principals and responsible individuals.
19. Agrees to notify the State agency in writing immediately, but no later than 10 calendar days after, if the Sponsors or any of its facilities move, change names, sell the center(s), and/or are no longer in business and indicate the last day of meal service. This agreement is voided upon sale of the Sponsor and its facilities.
20. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations.

Sponsoring Organizations of Family Day Care Home(s):

Are reimbursed for administrative cost payments as defined by 7 CFR 226.12 and for food service payments for meals served by providers as defined by 7 CFR 226.13.

For-Profit Sponsoring Organization(s):

1. Certifies as to the number of private for-profit child-care centers under its auspices that have at least 25 percent of its enrolled participants that are eligible for free or reduced-price benefits during the month preceding application to the program. The organization shall recertify this information every 12 months using the method defined by ALSDE.
2. The organization 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 enrolled participants eligible for free or reduced-price benefits [7 CFR 226.6 (f)(2)(iv)(D) and 7 CFR 226.23(f)].
3. A for-profit organization shall be eligible to serve as a sponsoring organization for for-profit centers which have the same legal identity as the organization but shall not be eligible to sponsor for-profit centers which are legally distinct from the organization, day care homes, or public or private nonprofit centers [7 CFR 226.16(j)].

Sponsors of "at-risk" centers agree to follow provisions at 7 CFR 226.17(a), including:

1. To serve at-risk to students at sites in geographic areas where at least 50 percent of all students are certified eligible for free or reduced-price meals at no charge.
2. To claim a maximum of one at-risk snack and meal per student per day only after his/her school day has ended.
3. To claim a maximum of one at-risk snack and meal per student in attendance at any time of the day on weekends or holidays, including vacation periods, during the regular school year.



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4. To maintain attendance records.

Sponsors of emergency shelters agree:

1. To provide proof that all emergency shelters are in compliance with all applicable State and/or local health and safety standards including the Rules of the Alabama State Board of Health for Food Establishment Sanitation (Alabama Administrative Code Chapter 420-3-22), as enforced by the Alabama Department of Public Health and local county health departments.
2. To provide congregate meal service and meals at no separate charge.
3. To maintain attendance records indicating the names and ages of children in residence for whom meals are claimed.
4. To maintain records of the number of meals by type (breakfast, lunch, supper, and snacks) served to eligible residential children. The Sponsor shall not claim more than three (3) meals (breakfast, lunch, supper; or two (2) meals and one (1) snack; or two (2) snacks and one (1) meal for any child in attendance during the designated mealtimes.

Sponsors of for-profit adult care centers:

1. Certify that in each proprietary center, 25 percent of the adults in care are Title XIX recipients in the month preceding application to the program. The Sponsor shall continue to certify and provide such information in each succeeding month. The sponsor shall recertify this information every 12 months using the method defined by ALSDE.
2. 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 enrolled participants eligible for free or reduced-price benefits [7 CFR 226.6 (f)(2)(iv)(D) and 7 CFR 226.23(f)].
3. A for-profit organization shall be eligible to serve as an SFA for for-profit centers which have the same legal identity as the organization but shall not be eligible to sponsor for-profit centers which are legally distinct from the organization, day care homes, or public or private nonprofit centers [7 CFR 226.16(j)].

PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the Sponsor agrees to operate the SFSP, ALN No. 10.559.

The Sponsor shall comply with all provisions of 7 CFR 225. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State agency.
2. Demonstrate financial and administrative capability for the SFSP operations and accepts final financial and administrative responsibility for the total SFSP operations at all sites which it proposes to conduct a food service in accordance with the performance standards [7 CFR 225.14(c)(1)].
3. Not have been seriously deficient in operating the SFSP [7 CFR 225.15(c)(2)].



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4. Conduct a regularly scheduled food service for children from areas in which poor economic conditions exist or qualifies as a camp or a conditional non-congregate site [7 CFR 225.14(c)(3)].
5. Have adequate supervisory and operational personnel for overall monitoring and management of each site, including a site supervisor, and adequate personnel to conduct the visits and reviews [7 CFR 225.14(c)(4)].
6. Provide ongoing year-round service to the community which it proposes to serve under the SFSP [7 CFR 225.14(c)(5)].
7. Certify that all sites have been visited and have the capability and the facilities to provide the meal service planned for the number of children anticipated to be served [7 CFR 225.14(c)(6)].
8. Make all accounts and records, pertaining to the Program, available upon request 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. If audit review or administrative findings have not been resolved, the records shall be retained until all issues raised during the review have been resolved [7 CFR 225.6(i)(14)].
9. Acknowledge that the Program shall not be eligible for meal reimbursements unless they have executed an agreement with the State agency. All reimbursements shall be in accordance with the terms of the Permanent Agreement. Reimbursements shall not be paid for meals served at a site before the Sponsoring Organization has received written notification that the site has been approved for participation in the Program. The Sponsoring Organization must submit a monthly claim or a combined claim within 60 days of the last day of operation [7 CFR 225.9(d)].
10. Use the excess SFSP reimbursement to improve the meal service or management of the SFSP, if the Program receives more reimbursement than expended on allowable costs. Unused reimbursement remaining at the end of the program year must be used to pay allowable costs of other CNP or for SFSP operations for the following program year [7 CFR 225.9(g)].
11. Refrain from outsourcing contracts for the management responsibilities of the SFSP [7 CFR 225.15(a)(3)].
12. Conduct training sessions for its administrative and site personnel and not allow a site to operate until personnel have attended at least one of these training sessions [7 CFR 225.15(d)(1)].
 - a. Include, at a minimum, training on the following: the purpose of the SFSP, site eligibility, recordkeeping, site operations, meal services for congregate and non-congregate sites, meal pattern requirements and monitor duties [7 CFR 225.15(d)(1)(i)].
 - b. Provide training throughout the summer to ensure that administrative personnel are thoroughly knowledgeable in all required areas of SFSP administration and operation



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- and are provided with sufficient information to enable staff to carry out SFSP responsibilities, including civil rights training [7 CFR 225.6(d)(2) and 7 CFR 225.15(d)(1)(ii)].
- c. Ensure that at least one person who has received SFSP training is present at each meal service [7 CFR 225.15(d)(1)(iii)].
 - d. Any other sites that the State agency has determined need visitation [7 CFR 225.15(d)(3)(iv)].
13. Visit each approved SFSP site at least once during the first two weeks of operation and promptly take such actions as are necessary to correct any deficiencies. In cases where the SFSP site operates for seven calendar days or fewer, the visit must be conducted during the period of operation [7 CFR 225.15(d)(3)]. Sponsors must conduct these visits for:
- a. All new sites [7 CFR 225.15(d)(3)(i)].
 - b. All existing sites that are new to providing non-congregate meal service [7 CFR 225.15(d)(3)(ii)].
 - c. All sites that have been determined, by the sponsor, to need a visit based on criteria established by the State agency pertaining to operational problems noted in the prior year [7 CFR 225.15(d)(3)(iii)].
 - d. Any other sites that the State agency has determined need visitation [7 CFR 225.15(d)(3)(iv)].
14. Notify households that the information provided on the free and reduced-price meal application will be used to determine eligibility for free or reduced-price meals and that the eligibility information may be disclosed to other programs [7 CFR 225.15(i)].
15. Have the option to contract with a food service management company (FSMC) to manage the sponsor's food service operations and/or for the preparation of unitized meals with or without milk or juice [7 CFR 225.15(m)(2)]. The sponsor must also:
- a. Be responsible for ensuring that its vendor's food service operation is in conformity with its agreement with the State agency and with all the applicable provisions of this part [7 CFR 225.15(m)(3)].
16. Adhere to the SFSP meal pattern and meal service requirements. Monthly claims should only be submitted for reimbursable meals that comply with SFSP meal pattern guidance [(7 CFR 225.16)].
17. Ensure that in storing, preparing, and serving food, proper sanitation and health standards are met which conform with all applicable State and local laws and regulations. Sponsors shall ensure that adequate facilities are available to store food or hold meals. Within two weeks of receiving notification of their approval, but in any case, prior to commencement of Program operation, sponsors shall submit to the State agency a copy of their letter advising the health department of their intention to provide a food service during a specific period of time at specific sites [7 CFR 225.16(a)].



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18. Comply with the following minimum requirements, as well as other specified regulations, outlined in the Rules of Alabama State Board of Health Bureau of Environmental Services for Food Establishment Sanitation:
- a. Monitor time/temperature control for foods requiring refrigeration and with a date limit placed by the manufacturer or packager, for these products shall not be used or served after the date limit [420-3-22-.03(1)(a)].
 - b. Ensure the equipment and utensils used during meal service are washed and cleansed [420-3-22-.10(2)(d)].
 - c. Provide at least one handwashing sink supplied with water, hand cleanser, and provisions for hand drying [420-3-22-.11(2)(b)].
 - d. Demonstrate effective methods of keeping the garbage or refuse containers clean [420-3-22-.11(2)(c)].
 - e. Maintain the cleanliness of the floors, walls, and ceilings of the establishment [420-3-22-.11(2)(d)].
19. Provide adequate food preparation and holding facilities in order to be approved to serve non-congregate meals, if applicable. Sponsors of sites that are approved to provide non-congregate meals in rural areas with no congregate meal service must [7 CFR 225.16(b)(5)]:
- a. Obtain prior written parental consent, if meals are to be delivered to a child's home [7 CFR 225.16(b)(5)(i)].
 - b. Serve meals described below [7 CFR 225.16(b)(5)(ii)]:
 - i. One meal each day, a breakfast, a lunch, or snack [7 CFR 225.16(b)(3)(i)].
 - ii. Two meals each day, if one is a lunch and the other is a breakfast or a snack [7 CFR 225.16(b)(3)(ii)].
 - c. Comply with meal service time requirements [7 CFR 225.16(b)(5)(iii)].
 - d. Claim reimbursement for all eligible meals served to children at sites in areas in which poor economic conditions exist. At all other sites, only the non-congregate meals served to children who meet eligibility standards for the SFSP may be reimbursed [7 CFR 225.16(b)(5)(iv)].
20. Have the option to serve food in smaller quantities, upon receiving authorization from the State agency, than indicated in 7 CFR 225.16 to children under six years of age if the sponsor has the capability to ensure that variations in portion size are in accordance with the age levels of the children served. In this case, the sponsor shall follow the age-appropriate meal pattern requirements outlined in the Child and Adult Care Food Program regulation 7 CFR 226.20 [7 CFR 225.16(f)(2)].

PARTICIPATION IN FOOD DISTRIBUTION PROGRAMS:

This section applies only if the Sponsor agrees to operate the USDA Foods Distribution Programs. The Sponsor shall comply with all provisions of 7 CFR 250 and further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State agency.
2. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.



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3. When receiving donated foods, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to donated foods caused by the sponsor's fault or negligence.
4. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution.
5. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
6. To make immediate action as directed to comply with food recalls involving USDA Foods. Designate a point of contact responsible for responding to food recalls.
7. To provide, on a timely basis, any changed information, including, but not limited to changes in delivery locations.
8. Remit timely payment for charges incurred for processing, distribution, storage, or shipping as applicable.
9. Notwithstanding any other provisions of this agreement which are expressly or impliedly to the contrary, the State agency does not waive and shall possess the right to recover all funds and value of donated foods disbursed to the Sponsor for which the Sponsor was not eligible, or which were expended in violation of federal or State laws or rules, as now or hereafter amended.

PARTICIPATION IN THE FRESH FRUIT AND VEGETABLES PROGRAM (FFVP):

This section applies only if the Sponsor agrees to operate the FFVP. The Sponsor shall comply with all provisions authorized by Section 19 of the Richard B. Russell National School Lunch Act. The Sponsor further agrees to the following specific provisions, as applicable:

1. Complete an annual application as directed by the State agency.
2. Follow proper procurement procedures, as stated in 7 CFR 200.
3. Expend FFVP funds only for the purposes of operating the FFVP at schools approved by the State agency.
4. Implement the FFVP in accordance with the plan submitted and approved by the State agency.
5. Fresh fruit and vegetables are the major focus of the program, and no funds shall be expended for any costs not allowed as outlined in the most current *USDA Fresh Fruit and Vegetable Program A Handbook for Schools*.
6. Food items purchased from these funds will be made available only during school hours, but not during breakfast or lunch meal service times.
7. Practice all food safety and Hazard Analysis and Critical Control Point (HACCP) principles for fresh produce.



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8. Not submit for reimbursement any food purchased and not consumed by the last operating day of the FFVP.
9. Ensure payroll charges to the FFVP meet 2 CFR 200 requirements. Signed time and effort reports must be maintained.
10. Ensure the Child Nutrition Director or designee attend the FFVP annual training. This staff member will train appropriate LEA employees and maintain a record of the training.
11. As applicable, the LEA contracting with a food service management company (FSMC) will include in the food service management agreement the FFVP duties assigned to the FSMC.
12. All program records must be retained and made available upon request.

FOOD SERVICE MANAGEMENT SERVICES AND VENDED MEALS:

Sponsors must comply with federal, State and local procurement requirements when vending meals or obtaining the services of a FSMC, including 7 CFR 210.21, 2 CFR 200.318-326, 2 CFR 200.400 and contract provisions in Appendix II to 2 CFR 200. All program responsibilities remain with the Sponsor.

FEDERAL AWARD AND AUDIT REQUIREMENTS:

Sponsors must comply with the requirements regarding federal awards found in 2 CFR 200.

Sponsors are required to maintain records that identify all federal funds received and expended. Such funds shall be identified by the fund's ALN. [2 CFR 200.510(b)(1)]

Sponsors must also make these records available for review or audit by officials of federal agencies, the Alabama Public Examiners, and ALSDE or designee.

Sponsors expending federal funds in the amount identified, from all federal sources combined in any fiscal year must receive an audit, in accordance with 2 CFR 200 Subpart F audit requirements, for that fiscal year. Audits must be:

1. Completed within nine (9) months of the end of that fiscal year. [2 CFR 200.512(a)(1)]
2. Submitted to the Federal Audit Clearinghouse (FAC) by the earlier of 30 days following receipt of the completed audit or 9 months following the end of the fiscal year. [2 CFR 200.507(c)(1)]

The State agency has the discretion to call for audits beyond those required by law. The State agency sets audit policy for audits of proprietary institutions that administer Child Nutrition Programs and may order an audit of a proprietary institution based on risk assessment.

SUSPENSION AND DEBARMENT:

By signing this agreement, Sponsors certify that their organization is not suspended, debarred or otherwise excluded from or ineligible for partnership in federal assistance programs or activities.

Additionally, Sponsors assure they will not enter into a covered transaction with a suspended or debarred entity by completing one of the following:

1. Checking the Excluded Parties List System (EPLS) which is part of the System for Award Management (SAM).



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2. Collect a certification from the organization stating that they are not suspended nor debarred;
or
3. Include a clause in their contract or solicitations.

CERTIFICATION REGARDING LOBBYING:

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each.

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

PROCUREMENT STANDARDS:

Sponsors are required to follow regulations concerning the procurement of supplies, food, equipment and other services with program funds. These requirements ensure that materials and services are obtained efficiently and economically while in compliance with applicable laws. Procurement standards apply to all officers, employees, and agents acting on behalf of the Sponsor.

Regulations for procurements standards are found in 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for federal awards and programs specific regulations including:

- 7 CFR 226 Child and Adult Care Food Program and FNS Instruction 796-2, Rev. 4 Financial Management – CACFP,
- 7 CFR 210 National School Lunch Program,
- 7 CFR 215 Special Milk Program,
- 7 CFR 220 School Breakfast Program, and
- 7 CFR 225 Summer Food Service Program and FNS Instruction 796-4 Financial Management - SFSP.



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CLAIMS FOR REIMBURSEMENT:

Sponsors must submit claims for reimbursement in accordance with 7 CFR 210.8, 7 CFR 220.11, 7 CFR 215.10, 7 CFR 225.9(d), or 7 CFR 226 and per dates and methods required by the State agency. In order to receive payment from the State agency, the sponsor must register with the State of Alabama's STAARS Vendor Self-Service System (VSS).

The Sponsor shall repay any funds owed as a result of a financial compliance audit or an administrative review in accordance with ALSDE's Repayment of Federal Child Nutrition Program Funds policy.

PENALTIES:

Whomever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under 7 CFR 210, whether received directly or indirectly from the Department will, if such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or if such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both. Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from the Department, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, will be subject to the same penalties.

RECOVERY OF FEDERAL FUNDS:

The ALSDE has the authority to deduct funds from future reimbursements to collect debts. If the SFA withdraws or is terminated from the payment, the ALSDE demands payment in full through a cashier's check or money order by an established deadline. Interest is charged on outstanding debt. [2 CFR 200.346, 31 CFR 901]



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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 the ALSDE representatives may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and federal criminal statutes.

Sponsor's Highest-Ranking Official

By: _____
(Signature)

Name: _____
(Print)

Title: _____
(Print)

Title: _____
(Print)

Title: _____ (Print)

**United States Department of Agriculture
Alabama State Department of Education**

By: _____
(Signature)

Name: Angelice Lowe

Title: Child Nutrition Programs Director

Date: _____