

ALASKA DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT

CHILD NUTRITION PROGRAMS

State Agency – Sponsor Permanent Agreement

Instructions: The Sponsor must complete and sign this copy and return it. The State Agency will review, approve and return one signed original copy to you for your files.

NAME and ADDRESS OF SPONSOR

FOR USE BY CNP
AGREEMENT NO:
EFFECTIVE DATE:

Federal ID # _____

DUNS # _____

The sponsor must register the DUNS number annually through http://www.sam.gov/.

Definitions:

Child Nutrition Programs: Federally funded nutrition programs administered by the United State 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) and USDA Foods Program, herein referred to as Program(s).

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

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

Program Recipient Agency: Any eligible nonprofit organization that receives food under 7CFR 250, USDA Foods.

School: An educational unit as defined in 7CFR 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 Program as defined in 7 CFR 215, 225 and 226. The Sponsor, SFA, Program Recipient Agency, Institution or organization who is party to this contract.

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

Federal Funds:

The State Agency agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to make payments, where applicable, in accordance with 7CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7CFR 250 (USDA Foods Program).

The Sponsor 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 administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Alaska State Department of Education & Early Development in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 2CFR 200 as applicable.

Conditions:

This agreement is effective commencing on the date specified unless terminated earlier as provided herein. This agreement requires a sponsor signed and State Agency approved yearly renewal agreement as outlined below to continue to be in effect in subsequent years. The State Agency may continue this Agreement each year thereafter, by notice in writing given to the Sponsor as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement however, shall be contingent on an acknowledgment by the Sponsor, in writing, of its intention to continue program participation in accordance with the provisions set forth in this Agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s).

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the State Agency shall: (1) make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

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. Sponsors electing to terminate must complete a Termination of Permanent Agreement form.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

For sponsors/School Food Authorities (SFA) of the National School Lunch Program (NSLP):

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 requirements imposed by the regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Parts SO.3, 42; and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from FNS; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

For sponsors of the Child and Adult Care Food Program (CACFP) and Summer Food Service Programs (SFSP):

The Program applicant 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 (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program application received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures to fulfill 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 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 providing this assurance, the Sponsor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or DEED personnel during normal working hours 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 USDA or DEED shall have the right to seek judicial enforcement of this assurance.

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.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM (NSLP), SCHOOL BREAKFAST PROGRAM (SBP), AFTERSCHOOL SNACK PROGRAM, AND SPECIAL MILK PROGRAM (SMP)

This section applies only if the Sponsor agrees to operate the NSLP, SBP, Afterschool Snack, or SMP Program(s).

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

1. To maintain a nonprofit school food service and/ or a nonprofit milk service.
2. To observe the limitations on the use of Program revenues set forth in 7CFR 210.14a, 220.13(l) and 215.8 (d) (1) and the limitations on any competitive school food service as set forth in 7CFR 210.11b;
3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7CFR 210.19a, 220.7 (e)(1)(l) and 220.13(l);
4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(l) and 215.7(d)(6);
5. To comply with the requirements of the USDA regulations regarding financial management (2 CFR Part 200);
6. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7CFR 210.10 and 220.8;
7. For pricing programs, to price meals and supplements as a unit;
8. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7CFR 245;
9. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
10. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be

- responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7CFR 210.8, 220.11 and 215.11;
11. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
12. To submit Claims for Reimbursement in accordance with 7CFR 210.8, 220.11, 215.9 and 215.11;
13. To comply with USDA requirements regarding nondiscrimination;
14. To make no discrimination against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement;
15. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7CFR 250;
16. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
17. To maintain necessary facilities for storing, preparing and serving food and milk;
18. To request each school participating in the program a minimum of two food safety inspections during the school year conducted by the State or local governmental agency responsible for Food safety inspections and publicly post inspection results;
19. To develop and maintain for each school a food safety program complying with hazard analysis critical control points;
20. To establish a local wellness policy, including goals for nutrition education, physical activity; nutrition guidelines for all foods available on campus; guidelines for school meal not less restrictive than 7CFR 210.10 and 220.8 and implementation plan;
21. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and

- Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7CFR 210.9(b)(17)(19), 220.7(e)(13) and 215.8(d)(7);
22. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor/SFA level, they shall be readily retrievable by school or site; and
 23. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.
 24. To retain all base year information for Provision meal programs for as long as the sponsor operates the provision program and for a period of three (3) years after the end of the provision meal program fiscal year except that if audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit.
 25. Sponsor will disseminate a press release to notify the public of the availability of the National School Lunch Programs and the eligibility criteria for free milk and free and reduced-priced meals and supplements (snacks) to all local news media, the employment office and any major employers who are contemplating layoffs in the attendance area of these programs. Sponsor will retain a copy of such notification for state agency review.

REQUIREMENTS FOR SPONSORING ORGANIZATION OR INSTITUTION PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

This section applies only if the Sponsor agrees to operate the CACFP Program(s).

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

1. To accept final administrative and financial responsibility for total Program operations at all centers and homes, as applicable;
2. To maintain a non-profit food service verified by annual submission of a non-profit food service report and fiscal close-out report;
3. To ensure that child care centers, outside-school hours care centers, adult day care centers, At-Risk Afterschool Care Centers, Homeless Shelters, Head Start Centers and day care homes meet licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e), excepting license-exempt institutions that may participate in the Program if they provide documentation to verify compliance with health and safety standards;
4. To submit a management plan upon application, and provide updates upon plan modifications;
5. To submit an administrative and operating budget upon application; institutions may update and submit for approval for budget modifications, sponsors must submit no less than annually as well as for budget modifications throughout the year.
6. For Proprietary Title XIX or Title XX centers, to provide documentation herewith and monthly hereafter that they are currently providing nonresidential day care services for which they receive compensation under title XIX or title XX of the Social Security Act and that not less than 25 percent of enrolled participants in each center during the most recent calendar month were title XIX or title XX beneficiaries or eligible for Free or Reduced-Price meals according to the Alaska adjusted Income Eligibility Guidelines;
7. To determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7CFR 226.22;
8. To serve meals and supplements (snacks) which meet the minimum requirements prescribed in 7CFR 226.20;
9. To provide adequate and regular training in accordance with 7 CFR part 226.16(e)(12) and (e)(13) and 226.16(d)(2) and (d)(3);
10. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible participants according to provisions set forth in 7 CFR part 226 and submit monthly expenses for cumulative tracking;
11. For operations with separate meal charges, to accept responsibility for ensuring that free and reduced-price meals are served to participants unable to pay the full price and to accept responsibility for ensuring that eligibility of participants for free and reduced-price meals are made according to the current USDA income standards;
12. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents.
13. To comply with USDA requirements regarding nondiscrimination;
14. For Day Care Home Sponsors or sponsoring organizations of unaffiliated centers, to reimburse day care homes or unaffiliated centers under their jurisdiction for eligible meals based on 7 CFR 226 and the organization and facility agreement within 5 days of receipt;
15. In the event of termination of this agreement, to repay within 30 days outstanding advances which cannot reclaim through the monthly claim for reimbursement;
16. To accept unannounced visits by State Agency (or contractors), or USDA personnel in the completion of their Program monitoring duties, to make all accounts and records pertaining to Program(s) available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at any reasonable time and place in accordance with 7CFR 226 and to allow any publications related to Program operations to be freely copied in the performance of Program duties; and
17. To retain the individual applications for free and reduced price meals and supplements (snacks) submitted by families and all other required Program records for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.
18. To provide an annual list of institution principals certifying program eligibility and compliance with the National Disqualified List requirements in 7 CFR part 226.6;
19. To meet performance standards in 7 CFR part 226.6 demonstrating financial viability and financial management, administrative capability, and program accountability;
20. As applicable, to have an independent governing board of directors that has adequate oversight of the program and provide current documentation of board composition;
21. Comply with Federal audit requirements of 2 CFR Part 200. The audit must be submitted within 30 days of the institution's receipt of the audit report from the independent auditor, or nine months after the end of the audit period, whichever is sooner.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM (SFSP)

This section applies only if the Sponsor agrees to operate the SFSP Program(s).

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

1. To retain final financial and administrative responsibility for the Program;
2. To operate a nonprofit food service;
3. To serve meals which meet the requirements and provisions set forth in 7CFR 225.16 during times designated as meal service periods by the sponsor
4. To serve the same meals to all children;
5. To serve meals without cost to all children, except that camps, as defined in 7CFR 225.2, may charge for meals served to children who are not served meals under the Program;
6. To issue a free meal policy statement in accordance with 7CFR 225.6;
7. To meet the training requirement for its administrative and site personnel as required under 7CFR 225.15(d)(1) and 7(CFR)225.7(a);
8. To claim reimbursement only for the type(s) of meals specified in this agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7CFR 225.2, shall claim reimbursement only for the type(s) of meals specified in the agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7CFR 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State Agency;
9. To submit claims for reimbursement in as specified in 7CFR 225.9;
10. In the storage, preparation and service of food, to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
11. To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7CFR 250 (Commodity Food Distribution Program);
12. To have access to facilities necessary for storing, preparing and serving food;
13. To maintain a financial management system as prescribed by the State Agency and submit an annual administrative and operating budget;
14. Upon request, to make all Program accounts and records available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
15. To maintain all Program records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
16. To maintain children on site while meals are consumed.
17. Maintain documentation of site visits and reviews in accordance with 225.15(d)(2) and (3);
18. In the event of termination of this agreement, to repay within 30 days outstanding advances which cannot reclaim through the monthly claim for reimbursement.

REQUIREMENTS FOR PROGRAM RECIPIENT AGENCY PARTICIPATION IN USDA FOODS PROGRAM

This section applies only if the Sponsor agrees to operate the USDA Foods Program(s).

The Program Recipient Agency shall comply with all provisions of 7 CFR part 250 and further agrees to the following specific provisions, as applicable:

1. When receiving donated foods under this Program agreement, 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 Recipient Agency's fault or negligence;
2. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution;
3. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods; and
4. To provide, on a timely basis, by amendment to this agreement, any changed information, including, but not limited to, any changes resulting from amendments to Federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. The Sponsor/School Food Authority/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions, and certifies that all information in the agreement is true and correct.

Authority: 7 CFR 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245,250, 3017, 3018, 3019; 2 CFR Part 200

SPONSOR	ALASKA STATE DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
By (Signature)	By (Signature)
Type or print name of signee	
Title	Title
Date	Date

Authority: 7 CFR 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245,250, 3017, 3018, 3019; 2 CFR Part 200