



**CHILD AND ADULT CARE FOOD PROGRAM AND COMMODITY
DISTRIBUTION PROGRAM AGREEMENT**

NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION
CHILD NUTRITION AND FOOD DISTRIBUTION PROGRAMS
SFN 9193 (8/09) G/forms redone/CACFP/sfn 9193

Name of Local Agency (LA):		LA Number:	
Address:			
City	State	Zip	

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, issued thereunder (7CFR, Part 226), the Department of Public Instruction, herein referred to as the State Agency (SA) and the Local Agency (LA), whose name appears above agree as follows:

The authorized representative represents the following type of institution:

<input type="checkbox"/> Independent Child or Adult Care Center	<input type="checkbox"/> Sponsor of Child or Adult Care Centers	<input type="checkbox"/> Sponsor of Child Care Homes
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"The institution 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 applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary 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 of 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 Program applicant by the Department. This includes any Federal agreement, arrangement, or other contract which 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 institution agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized State Agency, USDA, or General Accounting Office personnel during normal hours of 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, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding to the program applicant and its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear on the second page are authorized to sign this assurance on behalf of the institution.

All institutions participating in the CACFP will be monitored on regular intervals defined by CACFP Regulations. The State Agency, USDA, or General Accounting office personnel or any combination of these groups will conduct the monitoring efforts. Monitoring efforts may be announced or unannounced. Monitoring agency may review enrolled programs at increased intervals as deemed necessary. All individuals conducting monitoring efforts will present photo identification at time of review.

Institutions declared Seriously Deficient in their operation of the CACFP will be notified in writing. An opportunity for corrective action and appeals will be made available, if applicable. Failure to comply with steps outlined by the monitoring agency will result in termination of Program participation. At that time, the institution, responsible principal, and all responsible individuals will be forwarded to the federal Disqualified List.

The responsibility for administration of the Child and Adult Care Food Program and Bonus Commodity Distribution Program shall be in the State Agency. The State Agency agrees that reimbursement for meals meeting USDA requirements will be made available to the institution through the State Agency; rates of reimbursement are established by the Secretary of Agriculture. The State Agency shall provide consultative, technical, and managerial personnel to administer programs and monitor performance and to measure progress toward achieving program goals. Such assistance shall include visits to participating institutions to ensure compliance with program regulations and with USDA's nondiscrimination regulations. Reviews shall be made in all participating institutions.

This agreement shall become effective for the period commencing October 1, 20___ at which time it will become permanent; contingent upon the receipt of federal funds. It will be extended yearly through the renewal agreement. The agreement may be terminated upon 60 (sixty) days written notice on the part of the State Agency, and the State Agency may terminate this agreement immediately upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the institution.

The Institution agrees:

- to accept final administrative and financial responsibility for total Child and Adult Care Food Program operations under its administration.
- to comply with the provisions of OMB circular No. A-133, "Audits of States, Local Governments, and Non-profit Organizations," State and local governments and non-profit organizations that expend Federal financial assistance of \$500,000 or more within any fiscal year shall have either a single audit or (in certain cases) a program specific audit made for that year. The CFDA Number is 10.558.
If the Sponsor expends total federal awards of less than the amount specified in OMB Circular A-133 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state funds which supplement such awards.
- to comply with all existing Child and Adult Care Food Program and Food Distribution regulations and any amendments thereto, Food and Nutrition Service instructions, and State Agency policies. Complete copies of USDA regulations for each program are available upon request from the State Agency.
- to maintain complete and appropriate records on file.
- comply with civil rights requirements.

The Institution shall:

- maintain a financial management system in accordance with standard accounting procedures.
- maintain a nonprofit food service program.
- upon request, make all accounts and records pertaining to its food service program available to the SA, the Food and Nutrition Service, and the General Accounting Office for audit and review, at a reasonable time and place. Such records shall be retained for a period of three 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 three year period as long as required for the resolution of the issues raised by the audit.
- serve meals which meet the minimum requirements prescribed in the Child and Adult Care Food Program regulations.
- claim reimbursement only for the type or types of meals specified in the FNP System site application and for which accurate meal counts and menu records have been maintained. (The State Agency may deny reimbursement for meals served to children or adults in excess of authorized capacity.)
- submit a monthly claim for reimbursement by the tenth of the month following the month covered by the claim.
- retain the individual applications for free and reduced-price meals submitted by families for the current year and for a period of three years after 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 the resolution of the issues raised by the audit.
- provide accurate supervisory and operational personnel for management and monitoring of the system.
- 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.
- store commodities in locked facilities when not in use.
- use donated foods for institution's consumption and not sell, trade, transfer, destroy or otherwise dispose of for any reason or use in workshops for demonstration or tests without prior approval of the State Agency.
- report immediately to the State Agency any donated foods which are found to be damaged or out-of-condition and unfit for human consumption.
- pay for any transportation, handling and warehousing costs as may accrue in the receipt and distribution of donated foods.
- assume liability for all losses resulting from fault, or neglect by failure to provide proper care or storage of donated foods or for the improper use or diversion of them.
- not process donated foods into different end products without prior approval of the State Agency.
- transmit complaints in connection with the receipt, use or any phase of the Food Distribution Program immediately to the State Agency.
- operate in compliance with the Drug-Free Workplace Act, P.L. 100-690, 102 Stat. 4304 and certify that it will maintain as a drug-free workplace those areas of its operation in which the contract work is performed.
- comply with licensure or approval requirements if applicable.

Proprietary Centers shall:

- maintain documentation of Title XIX/XX eligibility.
- submit the following information each month to the State Agency prior to claims processing:
 - List of all currently enrolled children.
 - Provide clear identification of children currently receiving Title XIX or Title XX benefits.

Sponsors of either Child Care Homes or Child or Adult Care Centers agree:

- to make pre-approval visits.
- to train staff in program duties and responsibilities prior to beginning operations.
- to provide additional training sessions at least annually.
- to review food service operations to assess compliance with the meal pattern, recordkeeping and other program requirements at least three times per year, with at least one review made during the first six weeks of operation for centers or four weeks of operation for homes, and with not more than six months lapse between reviews.

In addition, Sponsors of Child Care Homes agree:

- to ensure that meals are supplied to children at no separate charge.
- to enter into a written agreement with each child care home under its sponsorship and specify the rights and responsibilities of both parties.
- to submit annually a management plan to the State Agency. Details of the management plan will be specified by the State Agency.
- to reimburse child care homes under the institution's sponsorship according to the reimbursement rates and in accordance with required time frames.
- to ensure that homes have current Federal, State or Local licensing or approval.
- perform monitoring duties as prescribed by CACFP regulations.
- determine and classify all applications for Tier I benefits. Notify all child care providers of the determination status of submitted Tier 1 applications.

Signature, Authorized Representative of Institution	Date
Signature, Director Child Nutrition and Food Distribution Programs	Date