



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301
FAX 603-271-1953

**CHILD NUTRITION PROGRAMS
CHILD AND ADULT CARE FOOD
PROGRAM AGREEMENT**

SAU/RA #:	Institution Name:		
Address:		City:	Zip:

This is an agreement between the New Hampshire Education Department (NHED), Office of Nutrition Programs and Services (NHED) and the School Food Authority (SFA) identified to participate in one or more of the following US Department of Agriculture (USDA) Child Nutrition Programs administered by NHED:

Program	Federal Regulation	CFDA #
Child and Adult Care Food Program (CACFP)	7 CFR 226	

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 New Hampshire Department of Education (hereinafter referred to as the "Department") and the Institution, whose name and address appear on the front of this application, agree as follows:

THE INSTITUTION

Represents and warrants that it will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all homes, centers, or proprietary Title XIX and XX centers listed. The Institution will comply with all requirements under this part, and comply with all requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Department's regulations concerning nondiscrimination (7 CFR parts 15, 15a, and 15b. Understands and agrees that any publications by the Institution may be freely copied by the Department or by other institutions under the Child and Adult Food Program.

Certifies as to the number of private for-profit adult care centers and/or childcare centers under its auspices that receive amounts granted to the State under Title XIX or XX of the Social Security Act for at least 25 percent of each center's enrolled participants during the month preceding application to the Program and shall continue to certify and provide such information in each succeeding month. The institute shall not claim reimbursement for meals served in any for-profit center for less than 25 percent of its enrolled participants or 25 percent of approved parent applications on file. The institution shall not claim reimbursement for meals served under the Child and Adult Care Food Program which are also claimed under Title III. If the institution is a for-profit sponsoring organization, the institution also certifies that all Centers under this Agreement have the same legal identity as the institution.

The institution, in accordance and compliance with the applicable Regulations and any subsequent amendments thereto, agrees to accept financial and administrative responsibility for management of a proper efficient and effective nonprofit food service under the named programs and to use all income accruing to its Food Service Programs operation solely for the authorized program purposed. The operating balance of the program shall be consistent with the program needs; that is, not in excess of three months operating expenses. Further, the Sponsor of any Childcare Program agrees to comply with all of the provisions of all Federal, State, and local regulations and amendments applicable to the operation of the chosen program(s).

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), Department of Justice (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 the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the 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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, 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 the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

The Sponsor will send to each child's parent/guardian or enrolled adult participant a letter, an application form for free or reduced-price meals and free milk, at the beginning of each year. The Parent will be requested to complete the application and return it to the determining official for review (letter and application must follow prototype by State Office).

Applications may be filed at any time during the year. Any parent/guardian enrolling a child or an adult participant enrolling in the sponsoring organization for the first time, at any time during the year, shall be supplied with such documents. The parent applications signed by parent/guardian or adult participant and all other program documents must be kept on file for the current year of application, plus 3 additional years.

If an application is rejected for free or reduced meals or free milk, the parents/guardians or adult participant will be informed of the reason for the denial and sent the procedure for a hearing.

All meals served to children and/or adults will be reported on the claim for reimbursement by the 10th of the month following the month claimed. Meals for Day Care providers own children will be claimed only if the provider's family is eligible for free or reduced-price meals.

New Centers will be eligible to be reimbursed for meals served on or after the date of the agreement.

A Public Release Statement will be submitted to the media serving the areas from which the childcare or adult care institution draws attendance announcing the availability of meals. The Public Release Statement must state that meals will be made available to participants regardless of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, or sexual orientation. The State Office will distribute a sample copy, annually for pricing and non-pricing institutions.

Each sponsored center must be provided written notification of the right of the sponsoring organization, the State agency, the Department and other State and Federal officials to make announced or unannounced reviews of their operations during the center's normal hours of child or adult care operations and that persons making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

Reviews of sponsored centers, including outside-school-hours care centers and the "at-risk" after school care programs, must be made at least three times each year at each center; at least two of the three reviews must be unannounced; at least one unannounced review must include observation of a meal service; at least one review must be made during the center's first six weeks of program operation; and not more than six months may elapse between reviews.

Each sponsored center must distribute to parents a copy of the sponsoring organization's notice to parents if so instructed by its sponsoring organization.

THE DEPARTMENT AND THE INSTITUTION MUTUALLY AGREE

To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, Child and Adult Care Food Program Regulations.

It is understood that the State Agency, the Department and other State or Federal officials has the right to make announced or unannounced reviews.

This agreement is contingent, in subsequent fiscal years, upon availability of federal funds. Payment for meals served in accordance with the provision of the Program can be made only in the calendar month preceding the calendar month in which the agreement is executed.

I certify that this institution has not been disqualified from participation in any other publicly funded program for violating that program's requirements. During the past seven years, neither the institution nor any of its principals have been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirement or in lieu of the certification, documentation that the institution or the principal previously declared ineligible was later fully reinstated in, or determined eligible for, the program, including the payment of any debts owed.

I certify that neither the institution nor any of its principals has been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice or any other activity indicating a lack of business integrity as defined by the State Agency.

I further confirm that none of the institution's CACFP employees or board members have been associated with any organization terminated for failure to correct serious deficiencies. Institutions and individuals providing false certifications will be placed in the National Disqualified List and Notices of serious deficiency as prepared by the State Agency.

APPLICATION, MANAGEMENT PLAN AND AGREEMENT

I hereby agree to the above Application, Management Plan, and Agreement with attachments, and I certify that all of the above information is true and correct. I understand that this information is being given in connection with the receipt of Federal funds; that Department Officials may, for cause, verify information, and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

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 School Food Authority, 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.

SIGNATURE ON BEHALF OF THE INSTITUTION

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

PRINTED NAME OF AUTHORIZED OFFICIAL

TITLE

For agreement inquiries, contact:

Amanda Marshall

Administrator

Office of Nutrition Programs and Services

25 Hall Street

Concord, NH 03301-3860

FOR NHED USE ONLY:

The Child Nutrition Program Permanent Agreement between the above Institution and NHED will become final upon the approval of the Institution's application to participate in the CACFP.

SIGNATURE OF NHED REPRESENTATIVE