

NEVADA DEPARTMENT OF AGRICULTURE-FOOD AND NUTRITON PROGRAMS
State Agency –Sponsor Permanent Agreement

Instructions: The Sponsor should complete and sign this copy and return it to the Nevada Department of Agriculture Food and Nutrition Division. The State Agency will review, approve and return the signed original copy to you for your files.

NAME AND ADDRESS OF SPONSOR
Wittenberg Hall Washoe County Juvenile Services 650 Ferrari-McLeod Blvd Reno, NV 89512

FOR USE BY NDA
AGREEMENT NO:
EFFECTIVE DATE:

Federal ID # 88-6000138

DUNS # 73786998

The following documents shall be considered a part of this Agreement as applicable and are incorporated herein by reference:

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| <p>National School Lunch Program, School Breakfast Program, Special Milk Program</p> <ul style="list-style-type: none"> ● Free and Reduced Price Policy Statement ● Program Information ● Site Application ● Fresh Fruit and Vegetable App | <p>Simplified Summer Food Program</p> <ul style="list-style-type: none"> ● Program Information and Application ● Administrative & Operating Budget ● Site Application ● Free Meal Policy Statement ● Public Release for Open Sites ● Appeal Procedure | <p>Food Distribution Program</p> <ul style="list-style-type: none"> ● USDA Foods Delivery Information | <p>Child and Adult Care Food Program</p> <ul style="list-style-type: none"> ● Program Information ● Management Plan ● Administrative Budget ● Site Application ● Schedule A, B, & C (Sponsor of Family Day Care Homes) |
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Authority:
 42 USC 1751-1762a, 1765-1766b, 1769-1769h, 1771-90, 3030a, 5179, 5180, as amended 5 USC 301 7, USC 612c, 612c, 2025 15, USC 713c 22, USC. 1922

7 CFR 15, 15a, 15b, 47, 210, 215, 220, 225, 226, 240, 245, 247, 250, 251, 3015, and 2 CFR 200

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 Commodity Food Distribution Program (CFDP), herein referred to as Program(s).

Eligible Recipient Agency: Organizations which are public, or private, possessing tax exempt status pursuant to 7 CFR 251.5(a)(3); and is not a penal institution; and provides food assistance exclusively to needy persons for household consumption pursuant to a means test established pursuant to 7 CFR 251.5(b) or predominantly to needy persons in the form of prepared meals pursuant to 7 CFR 251.5(a)(2); and has entered into an agreement with the designated State Agency pursuant to 7 CFR 251.2(c) for receipt of commodities or administrative funds, or receives commodities or administrative funds under an agreement with another eligible recipient agency which has signed such an agreement with the State agency or another eligible recipient agency within the State pursuant to 7 CFR 251.2(c) and falls into one of the following categories: emergency feeding organizations, charitable institutions, summer camps for children, nutrition projects operating under the Older Americans Act of 1985, disaster relief programs, emergency feeding organizations, food banks, or food pantry.

Emergency Feeding Organization: Eligible recipient agency which

provides nutrition assistance to relieve situations of emergency and distress through the provisions of food to needy persons, including low-income and unemployed persons. Emergency feeding organizations have priority over other eligible recipient agencies in the distribution of TEFAP commodities pursuant to §251.4(h).

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 7 CFR 250, Commodity Food Distribution Program.

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 agency approved by the USDA to administer Child Nutrition Programs and Food Distribution within the State. For the purposes of this agreement, the State Agency is Nevada Department of Agriculture (NDA).

The State Agency (referred to also as the Nevada Department of Agriculture, or NDA) 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 (Commodity Food Distribution Program). The State Agency further agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price 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. The State Agency shall promptly notify the Child Nutrition Sponsors in writing of any changes in rates, regulations, policies, and guidelines, which directly affect their programs.

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 Nevada statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Nevada Department of Agriculture in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 2 CFR 200 as applicable. The Federal Office of Management and Budget (OMB) requires sub recipients that spend \$750,000 or more in federal assistance to have a single audit (A-133).

This agreement is permanent and shall be effective commencing on the date specified unless terminated earlier as provided herein. 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).

The Sponsor participating in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in 7CFR 226, 7CFR Part 3015, Subpart N, 2 CFR 200.342, 2 CFR 200.343 or as applicable. If the sponsor decides to discontinue or begin administration of any of these programs after signing this agreement, the sponsor must provide the State agency written notice, including the proposed effective date of the change. Upon approval of the request, the

State agency will amend the agreement. Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. If NDA determines that the sponsor has failed to comply with this agreement, NDA may terminate the Sponsor's Program(s) and the agreement at any time before the date of expiration. NDA will notify the sponsor in writing of the determination and reasons for it, together with the effective date of termination.

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.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d 2000e-16), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336), all provisions required by Department of Agriculture Nondiscrimination Regulations (7CFR 15, 15a and 15b); Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the Food and Nutrition Services directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, sex, age, or disability in employment or in any program or activity conducted or funded by the Department. The Sponsor hereby assures that it will immediately take measures necessary to effectuate this Agreement.

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 provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Parts 35? and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity from which the program applicant receives Federal financial assistance from FNS; and hereby gives

assurance that it will immediately take measures necessary to the 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; and 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 Sponsor by the USDA or NDA. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, 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 NDA 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 NDA shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the State Agency. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(a) Government contracts. The following equal opportunity clause contained in section 202 of the Executive Order No. 11246 shall apply to the Sponsor/contractor/applicant herein:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor **will send to each labor union** or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of [Executive Order 11246](#) of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor **will send to each labor union** or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that

such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to [Executive Order 11246](#) of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause

as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM CFDA #10.555, SCHOOL BREAKFAST PROGRAM CFDA #10.553 AND SPECIAL MILK PROGRAM – CFDA #10.556

This section applies only if the NSLP, SBP or SMP is checked on page 10 and the Sponsor agrees to operate the 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 (7CFR 3015, 2 CFR 200 as applicable);
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 attached hereto;
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 obtain 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 unemployment 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 – CFDA #10.558

This section applies only if the CACFP is checked on page 10 and the Sponsor agrees to operate the Program(s).

The Sponsoring organization or Institution, as defined in 7 CFR 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;
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 meet health and safety standards;
4. To submit a management plan attached herewith and annually hereafter that shall include detailed information on the organizational administrative structure, staff assigned to Program management and monitoring, administrative budget and procedures which will be used by the Sponsor to administer the Program in and disburse payments to the facilities under its jurisdiction;
5. To submit an administrative budget attached herewith and annually hereafter, and to submit expenditure and revenue reports with monthly claim;
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;
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 claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children according to provisions set forth in 7 CFR part 226;
10. To comply with USDA requirements regarding nondiscrimination;
11. For Day Care Home Sponsors, to reimburse day care homes under their jurisdiction for eligible meals at rates set annually by Congress;
12. In the event of termination of this agreement, to repay within 30 days outstanding advances which NDA cannot reclaim through the monthly claim for reimbursement;
13. To accept unannounced visits by State Agency 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
14. 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.
15. Comply with Federal audit requirements of 7 CFR, Part 3052. 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 – CFDA #10.559

This section applies only if the SFSP is checked on page 10 and the Sponsor agrees to operate the 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 7 CFR 225.15(d)(1);
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 7 CFR 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 7 CFR 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;
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; and
16. To maintain children on site while meals are consumed.
17. In the event of termination of this agreement, to repay within 30 days outstanding advances which SDE cannot reclaim through the monthly claim for reimbursement

REQUIREMENTS FOR PROGRAM RECIPIENT AGENCY PARTICIPATION IN USDA FOOD DISTRIBUTION FOR CHILD NUTRITION PROGRAMS (CNP), SUMMER FOOD SERVICE PROGRAM (SFSP) CFDA #10.559 AND THE NUTRITION SERVICES INCENTIVE PROGRAMS (NSIP) CFDA #93.053

This section applies only if the CFDP is checked on page 10 and the Sponsor agrees to operate the 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. USDA foods received under this agreement shall be used solely for the benefit of those persons served or assisted by the recipient agency and not be otherwise disposed of without prior written approval of the State Agency. USDA Foods shall be requested and accepted only in such quantities as can and will be fully utilized without waste by eligible recipients. Under no circumstances will USDA Foods be sold or traded.
2. Facilities for proper handling and storage of USDA Foods requested and accepted shall be provided. USDA Foods must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).
3. Distributing Agencies, Sub-distributing Agencies, or Recipient Agencies may employ commercial or institutional facilities to process UDA Foods by converting them into different end-products or by repackaging them after securing written approval from the State Agency to do so. When this is done, Distributing Agencies shall, and sub-distributing Agencies and Recipient Agencies shall be required to enter into written agreements with such processing facilities. These agreements shall provide, as a minimum that the processing facility shall (a) fully account for the USDA Foods delivered into its possession by production of an appropriate number of units of end-product or packages, (b) be liable for the return of all USDA Foods not so accounted for or for the value thereof, (c) use or dispose of the containers in which the USDA Foods are received in accordance with the instructions of the State Agency, Sub-Distributing Agency, or Recipient Agency and (d) maintain records and submit reports to the State Agency, Sub-distributing Agency or Recipient Agency pertaining to the performance of the contract. When the commercial or institutional facilities are employed to process USDA Foods, the end-products, if placed in containers, or the repackaged USDA Food shall be plainly labeled "**Contains Commodities Donated by the United States Department of Agriculture—Not to Be Sold or Exchanged**" or **Donated by the United States Department of Agriculture—Not to Be Sold or Exchanged**", whichever is appropriate. When Distributing Agencies, Sub-distributing Agencies or Recipient Agencies use their own facilities to process UDA Foods, the containers shall be plainly labeled as provided above to the extent practicable and within the limitations of available funds and personnel.
4. Remit to the State Agency a basic unit fee on all USDA Foods received by the Recipient Agency. This unit charge (Based upon unites received, such as a case, box, baler, etc.) will be set to cover the cost of expenses incurred by the State Agency for warehousing, handling and maintaining accountability on all USDA Foods received and distributed.
5. Accurate records shall be maintained pertaining to all transactions relating to the receipt, disposal and inventory of USDA Foods, including records with respect to the receipt and disbursement of funds arising from the receipt and use of these USDA Foods. All records required shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain.
6. The Recipient Agency agrees to investigate any shortage, loss or damage to USDA Foods and to promptly report the facts relating to each case to the State Agency. The State Agency will have the final determination as to when each case has been properly adjusted. The Recipient Agency agrees that if it improperly uses any USDA Food or causes loss of or damage to a USDA Food through its failure to provide proper storage or care, that the Recipient Agency shall make restitution as prescribed by the State Agency.

REQUIREMENTS FOR RECIPIENT AGENCY PARTICIPATION IN USDA FOOD DISTRIBUTION FOR THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP) CFDA #10.569, CFDA #10.568

These provisions apply to the Sponsor to the extent the Sponsor is acting as a Recipient Agency under the above provisions. The Recipient Agency shall comply with all provisions of 7 CFR parts 250, 251 and any other federal/state regulations and any other policies. The Recipient Agency further agrees to the following specific provisions, as applicable.

1. USDA Foods received under this Agreement shall be distributed solely for the benefit of household consumption to needy persons assisted by the Recipient Agency and will not be otherwise disposed of without prior written approval of the State Agency. Under no circumstances shall USDA Foods be sold or exchanged. The State Agency shall provide the USDA Foods without cost (including charges for handling or distribution) to the Recipient Agency. Recipient Agency shall insure that no charges be imposed on needy persons receiving USDA Foods.
2. Facilities for the proper handling and storage of USDA Foods requested and accepted shall be provided. USDA Foods must be stored in accordance with the Warehousing and Inventory Control Guidelines (NFD-5).
3. Recipient Agency agrees that if improper use, unsuitable storage or inappropriate care of any USDA Food causes loss of or damage to that USDA Food, the Recipient Agency shall make restitution as prescribed by the State Agency. Lost USDA Foods are those which, for any reason, cannot be accounted for by distribution records. USDA Foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar cases.
4. Representatives of the State Agency and/or the United States Department of Agriculture may inspect the Recipient Agency's storage facility and audit all records (including financial records and reports) pertaining to the distribution and use of USDA Foods. They may also review and/or audit the

procedures and methods used to carry out all requirements of the agreement at any reasonable time and place to insure compliance with the terms and conditions.

5. Recipient Agency agrees to comply with an annual review of each Sub-outlet site according to their approved agreement. Necessary corrective action(s) must be issued in writing within thirty days to the Sub-outlet site. The Sub-outlet site must assure the Food Bank within thirty days of request that any recommended procedures have been implemented. This provision is applicable to section 7b of this agreement.
6. Recipient Agency assures that food donations received from other sources shall not be diminished as a result of donated foods being made available under section 110 of the Hunger Prevention Act of 1988 and any other federal/state regulations.
7. Recipient Agency agrees to make available USDA foods authorized under the Emergency Food Assistance Act of 1983, section 202 and 214 and under the Hunger Prevention Act of 1988, Section 104, 110, 213, 214 and any other federal/state regulations to the following households:
 - A. Low income households that reside in a designated service area approved by the Food Distribution Program. The household must read the "Self Declaration Assurance" and certify eligibility by signing the issuance sheet that their household's income does not exceed 150% of the poverty income guidelines.
 - B. Needy households receiving assistance from State approved Food banks in the form of food baskets or cash vouchers. Household income cannot exceed 150% of the poverty income guidelines as issued by the Department of Health and Human Services. Head of household or an authorized representative must verify eligibility and the receipt of USDA Food by completing the State approved form titled "Emergency Food Issuance Certification Document".

A Food Bank that is redistributing food to other eligible agencies (food pantry programs) must enter into a "Sub-Outlet Site Agreement for the Distribution of USDA Foods" unless the State has a current "Food Bank Agreement for the Distribution of USDA Foods" with the agency. Prior to approval, the Food Bank must ensure that the food pantry program is recognized by the Internal Revenue Service (IRS) as tax-exempt OR has made application for recognition of such status and is moving toward compliance with the requirements for recognition of tax-exempt status OR is currently operating another Federal program requiring such tax-exempt status. The Food Bank

REQUIREMENTS FOR LOCAL AGENCY PARTICIPATION IN USDA FOOD DISTRIBUTION FOR THE COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) – CFDA #10.565. APPLICABLE TO SPONSOR AS A LOCAL AGENCY IN OPERATING A CSFP

The Local Agency shall comply with all provisions of 7 CFR parts 247 and 250 and any other federal/state regulations and any other policies. The Local Agency further agrees to the following specific provisions, as applicable.

1. The Local Agency is operating a Commodity Supplemental Food Program (CSFP) which provides supplemental foods to eligible elderly.
2. The Local Agency shall participate in the CSFP in accordance with the terms of this Agreement and applicable NDA requirements.
3. The term "NDA requirements" as it is used throughout this Agreement includes federal and state statutes, federal and state regulation program requirements as identified in the CSFP Procedures Manual and State Plan of Operation. The Local Agency agrees to fully comply with all NDA requirements and to submit any reports requested by the NDA or USDA in a prompt and complete manner, and to enforce such legal requirements against any parties and or recipient agencies that are under contract with the Local Agency.
4. The Local Agency shall provide CSFP benefits to participants in the most effective and efficient manner, and shall comply with Chapter 7 CFR Part 247 and the State Plan.
5. The Local Agency maintains a copy of this contract and shall comply with applicable regulations cited in Chapter 7 CFR Part 247.6. Specifically, the Local Agency agrees to the following:
 - A. To comply with all the fiscal and operational requirements prescribed by the NDA.
 - B. To provide health and nutrition education.
 - C. To issue supplemental food in accordance with this part and FNS food package.
 - D. To be responsible to the NDA for any loss resulting from improper or negligent issuance of supplemental foods.
 - E. To be responsible to the NDA for any Program losses caused by other agencies which have

must review and provide training to eligible agencies who are part of the Food Bank food pantry programs.

Eligible recipients agencies that accept state agency delegated responsibilities will be held responsible except in no case may State agencies delegate responsibility for establishing eligibility criteria for organizations in accordance with § 251.5(a) establishing eligibility criteria for recipients in accordance with § 251.5 (b) or conducting reviews of eligible recipient agencies in accordance with § 251.10 e.

Eligible recipient agencies may be allowed to further distribute TEFAP commodities and/or administrative funds to other eligible recipient agencies, the specific terms and conditions for doing so, including if applicable a list of specific organizations eligible to receive commodities or administrative funds.

The State Agency may restrict the use of administrative funds to certain types of expenses pursuant to §251.8 (e) (2), the specific types of administrative expenses eligible recipient agencies are permitted to incur.

8. USDA Foods shall be ordered and distributed in accordance with the State's written "Distribution Rate Schedule" The schedule is subject to revisions throughout the agreement period. The Recipient Agency shall assure that all USDA Food transactions are accounted for on the State approved Daily Issuance Form or Household Package Issuance Form and on the Emergency Food Issuance and Certification Form for food pantries (applicable to Section 7b only). USDA Foods shall be requested and accepted only in such quantities that will be fully utilized without waste by eligible recipients. The Recipient Agency shall distribute USDA Foods within their authorized service area unless a State waiver is issued.
9. Accurate records pertaining to all transactions relating to the receipt, disposition and inventory of USDA Foods (Including records with respect to the receipt, administration and disbursement of funds arising from the administration, receipt and use of these USDA Foods) shall be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain. Accurate records on the actual direct costs incurred and disbursed for the storage and distribution of USDA Foods. An agency that is approved to receive Federal funds must submit claims by the (10th) of the month following each month that the expenses were incurred. State claims of 60 days will not be processed. Allowable costs (direct costs to the Food Bank) are management, clerical personnel, warehouse personnel, truck drivers, rental of storage facilities, rental of vehicles for distribution, printing and mailing costs and telephone. No fixed assets or capital expenditures are allowed unless State approval is made prior the purchases.

entered into agreements with the Local Lead Agency.

- F. To provide the NDA with the names and address of each certification/distribution site, food distribution and storage site under the jurisdiction of the Local Lead Agency.
- G. The local agency shall take measures to prevent and detect dual participation.
- H. The local agency shall provide a list of the names and addresses of all certification, distribution, and storage sites under the jurisdiction of the local agency
- I. The local agency assures that the any person will not be subject to discrimination under the program on the grounds of race, color, national origin, age sex, and disability.
- J. To maintain accurate and complete records with respect to their activities under the Program and retain such records for a period of three (3) years following the date of submission of the final expenditure report for the period to which the report pertains.

A Local Agency which cannot fulfill one or more of these requirements, shall enter into written agreement with another Local Agency (s) in order to comply with these requirements. The Sub-Local Agency agreement shall state the Program responsibilities of the Local Agency, shall be approved by the NDA, and shall be on file at both the NDA and Local Agency. NDA approval of agreements with applicant agencies shall be accomplished during the application process.

- 6. The Local Agency shall receive, store and distribute USDA foods. In addition, the Local Agency agrees to comply with the following terms and conditions:

A. **Use of CSFP USDA Foods**

USDA Foods received under this agreement will be used solely for the benefit of those persons served or assisted by the program, and will not be otherwise disposed of without prior written approval from the NDA. **UNDER NO CIRCUMSTANCES WILL USDA FOODS BE SOLD OR TRADED.** No USDA foods will be processed commercially without the prior written consent of the NDA.

B. **Storage Facilities**

Provide adequate facilities for the handling, storage and distribution of USDA foods. These facilities shall be such as to properly safeguard against damage, theft, spoilage, or other loss in accordance with applicable regulations (7 CFR, Part 250.14). The Local Agency shall provide facilities and services that:

- i. Are sanitary and free from rodent, bird, insect and other animal infestations;
- ii. Safeguard against theft, spoilage and other loss;
- iii. Maintain foods at proper storage temperatures;
- iv. Stock and space foods in a manner so the USDA foods are readily identified;
- v. Rotate stock utilizing "First-In/First-Out" inventory practices;
- vi. Store USDA food off the floor and away from walls in a manner to allow for adequate ventilation;
- vii. Maintain accurate inventory records or product issuance;
- viii. Take other protective measures as may be necessary; and
- ix. Have the ability to accept USDA foods upon delivery.

The NDA and/or USDA reserve the right to inspect the facilities, without the benefit of prior notification, to ensure these standards are met.

C. **Responsibility for Damage, Spoilage, Theft, or Other Loss**

Once the USDA Foods have been delivered to the Local Agency or its carrier agent, the Local Agency is responsible to the NDA for any losses resulting from improper or negligent issuance/distribution of said food. Further, the Local Agency is responsible to the NDA for any losses resulting from improper or negligent issuance/distribution of USDA foods by other agencies with which the Local Agency has entered into Pantry and/or Recipient Distribution Site agreements or contracts for distribution of said foods.

In the event of damage, spoilage, theft or other loss, the Local Agency will promptly notify the NDA. In cases of spoilage, the Local Agency shall furnish a certificate from the County or the State Health Department representative confirming such spoilage.

The Local Agency assumes full responsibility for reimbursing the NDA for the USDA dollar value of any USDA foods improperly used or disposed of or any loss or damage to USDA foods due to the failure of the Local Agency or its agents to provide proper storage, care or handling. The Local Agency may be required by the NDA to submit documentation regarding the loss.

- D. **Physical Inventory** – The Local Agency will take physical inventories of CSFP foods monthly. The Local Agency will submit inventory reports to the NDA no later than the 15th working day of each month. Reports will include product on hand, product received, product distributed and product remaining. Such inventory shall be reconciled with the Local Agency's book inventory records and maintained on file by the Local Agency.

In no event, may the inventory level of each USDA food in storage exceed a three month supply unless sufficient justification for additional inventory has been submitted and approved by the NDA.

E. **Complaints**

The Local Agency shall immediately advise the NDA in writing of any complaints regarding the USDA foods. The Local Agency shall provide appropriate information regarding the product and nature of the complaint so that an investigation can be pursued by the NDA or USDA. In addition, any complaints regarding the commercial distribution system shall be provided to the NDA in writing for appropriate action.

F. **Utilization and Redistribution**

Available USDA foods will be requested only in such quantities as will be fully utilized and will be receipted for by the authorized representative of the Local Agency. USDA foods will be issued in accordance with FNS Food Package Instruction FNS 835-1 and subsequent amendments to the Instruction. The NDA reserves the right to redistribute any USDA foods in possession of the Local Agency.

The Local Agency is required to provide nutrition education and/or referral. In addition, the Local Agency is required to provide information concerning available health assistance programs and/or local referral listings of the previously mentioned.

G. **Records**

The Local Agency will accurately maintain records of USDA foods received and such accountability records as may be prescribed by the NDA. Such records shall include, but not be limited to, accurate and complete records with respect to the receipt, disposal, and inventory of USDA foods and with respect to any funds, which arise from the operation

of the Program. The Local Agency shall also keep accurate and complete records showing the certification and eligibility determination of those making application for program participation. All records must be retained for a period of three (3) years from the close of the federal fiscal year to which they pertain.

H. **Financial – Quarterly Statements of Expenditures**

As required in the State Plan of Operation the Local Agency shall submit to the NDA by the 20th of the month following the close of the quarter, a Quarterly Statement of Expenditures report reflecting an accurate account of funds expended for the quarter. The Local Agency is responsible to maintain all records in accordance with this agreement and applicable CSFP regulations regardless if funding is not made available. The NDA may reimburse the

Local Agency their fair share percentage of federal funds available based upon each Local Agency's actual expenditures submitted for the previous quarter. Reimbursement of funds is contingent upon available CSFP funding received by the NDA from USDA. Quarterly Statements of Expenditures shall be kept current and available for audit and review purpose at the Local Agency. The local agency is responsible for repayment for any misuse of program funds.

I. **Enforcement**

If the Local Agency fails to comply with the provisions of this Agreement, it may, at the discretion of the NDA, be disqualified from further participation in the Program. The Local Agency or the NDA may seek judicial relief for any provision of this Agreement.

CERTIFICATION REGARDING LOBBYING/DEBARMENT CERTIFICATION

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. This 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 of 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.

The agency certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any Federal department or agency sponsored program. Where the agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this agreement.

Mark each applicable box to indicate the programs you agree to operate:						
10.555 National School Lunch Program	10.553 School Breakfast Program	10.555 Afterschool Snack Program	10.556 Special Milk Program	10.555 Seamless Summer Program	10.558 Child & Adult Care Food Program	10.559 Summer Food Service Program
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.555 USDA Foods National School Lunch Program	10.558 USDA Foods Child & Adult Care Food Program	10.559 USDA Foods Summer Food Service Program	10.568 The Emergency Food Assistance Program Admin Funding	10.565 Commodity Supplemental Food Program USDA Foods	10.569 The Emergency Food Assistance Program USDA Foods	93.053 Nutrition Services Incentive Program USDA Foods
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Type of Sponsor	
Public School	<input type="checkbox"/>
Private School	<input type="checkbox"/>
Public or Private Residential Child Care Institution	<input checked="" type="checkbox"/>
Nonresidential Child Care Institution or Head Start Programs	<input type="checkbox"/>
Nonresidential Adult Care Institution	<input type="checkbox"/>
Sponsor of Family Day Care Homes	<input type="checkbox"/>
University or Government Agency	<input type="checkbox"/>
Nonprofit Agency	<input type="checkbox"/>
For-Profit Agency	<input type="checkbox"/>
Other (Describe)	<input type="checkbox"/>

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.

SPONSOR	NEVADA DEPARTMENT OF AGRICULTURE
By (Signature)	By (Signature)
Type or print name of signee	
Christine Eckles	
Title Division Director	Title
Date	Date