



ARIZONA DEPARTMENT OF EDUCATION

Child Nutrition Programs
1535 West Jefferson Street
Phoenix, Arizona 85007

CHILD AND ADULT CARE FOOD PROGRAM PERMANENT AGREEMENT Revised May 2011

CFDA# 10.558

A.G. Contract No. KR02-1170-ALS

(the "SPONSOR")
(Legal Name of Sponsor)

Doing Business As (if applicable)

In order to effectuate the purpose of the following statutes: The National School Lunch Act ("NSLA"), as amended (42 U.S.C. § 1751 et seq.), The Child Nutrition Act ("CNA") of 1966, as amended (42 U.S.C. § 1758 et seq.), the Arizona State Board of Education (the "BOARD") acting through the Arizona Department of Education ("ADE") and the SPONSOR, whose name appears above, enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 15-203(B), 15-1152, and 11-951, et seq. (if the SPONSOR is a public agency).

If the SPONSOR is a public agency other than a public school district governing board, authorization to enter into this Agreement is also by virtue of _____.
(To be completed by Sponsor)

The SPONSOR enters into this Agreement with ADE for participation in the Child and Adult Care Food Program (the "PROGRAM") operating one or more of the following (check those that apply):

- Child Care Center
- Outside School Hours Care Center
- Family Child Care Home
- Adult Day Care Center
- Emergency Shelter
- At-Risk After School Snack Program

A. PROGRAM REIMBURSEMENT

The BOARD agrees, to the extent of funds available subject to Section F(9) of this Agreement, to reimburse the SPONSOR for the PROGRAM as indicated above in accordance with whichever of the regulations are applicable to such programs: Child and Adult Care Food Program Regulations (7 CFR part 226), the Cash in Lieu of Donated Foods Regulation (7 CFR part 240.4), and any amendments thereto. Reimbursement payments to be made by the BOARD shall be subject to the provisions of A.R.S. Title 35 relating to time and manner of submission of claims if not in conflict with federal law.

B. PROVISIONS FOR ACCEPTING FUNDS

1. The SPONSOR agrees to accept federal funds in accordance with applicable regulations as set forth in the 7 CFR parts 226, 240 and 250 and any amendments thereto; and Office of



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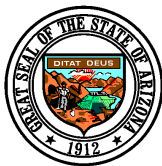
Management and Budget ("OMB") Circular A-133 and A-122, Office of Inspection General and audit reports will be submitted to ADE as applicable, and to comply with all provisions of said rules and OMB circulars, ADE Program Office Requirements, and with any instructions or procedures issued in connection therewith. The SPONSOR further agrees to administer the PROGRAM funded under this Agreement in accordance with provisions of the Uniform Federal Assistance Regulations (7 CFR part 3015); Governmentwide Debarment and Suspension (Non-Procurement) (2 CFR part 417) and Governmentwide Requirements for Drug-Free Workplace (7 CFR part 3021); and the New Restrictions on Lobbying (7 CFR part 3018).

2. The Sponsor further agrees to obtain a Data Universal Numbering System ("DUNS Number") in accordance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) ("FFATA"). All public and private nonprofit and for profit organizations that receive federal assistance must comply with this requirement. Specifically, FFATA requirement states: No entity (SPONSOR) can receive a subgrant from the grantee (ADE) unless that SPONSOR has furnished a DUNS Number to ADE; and ADE is prohibited from awarding a subgrant to any SPONSOR that has failed to furnish a DUNS Number to ADE pursuant to 2 CFR part 25.

C. PROGRAM REQUIREMENTS OF THE SPONSOR

The SPONSOR agrees that it will conduct the PROGRAM in accordance with the U.S. Department of Agriculture ("USDA") regulations and will conform to the following requirements:

1. Maintain documentation of a nonprofit food service to ensure that all reimbursement funds are used: (1) solely for the conduct of the food service operation; or (2) to improve such food service operations principally for the benefit of the participants.
2. Maintain a financial management system and abide by the administrative budget and management plan approved by ADE.
3. Maintain full and accurate records of operations under this Agreement, including those set forth herein. Records of revenue and expenditures shall be maintained in such a manner as to reflect the nonprofit status of the food service.
4. Maintain files of approved and denied Free and Reduced-Price affidavits. If affidavits are maintained at the SPONSOR level, they shall be made readily available for inspection, audit or review, be it announced or unannounced, by ADE, other state entity or statutorily authorized person. This provision does not apply to emergency shelters or at-risk after school snack programs.
5. Retain all records and affidavits for a period of five (5) fiscal 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 five (5) year period as long as required for the resolution of the issues raised by the audit as required by ARS §35-214 and 35-215.



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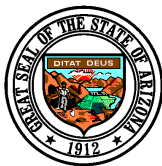
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6. Claim reimbursement only for meals served to eligible participants at the rate(s) assigned by ADE.
7. Submit claims for reimbursement in accordance with the procedures established by ADE in accordance with 7 CFR part 226.10. Claims for reimbursement not filed within sixty (60) calendar days of the last day of the claim month shall be disallowed. Any exception to this requirement will be made at the discretion of ADE and/or Food and Nutrition Service ("FNS"), USDA, Western Regional Office.
8. Make available at any reasonable time to ADE, other State entity or statutory authorized person conducting an inspection, review or audit, be it announced or unannounced, accounts and records pertaining to operations under this agreement. Such records shall be produced at the office(s) designated by the applicable person conducting such inspection, review or audit.
9. Serve meals which meet the requirements prescribed in regulations 7 CFR part 226.20 during the period designated as the meal service period by the SPONSOR, and serve all required meal components to all participants.
10. Provide meals at no separate charge except in pricing programs. If a pricing program, price the total meal as a unit and supply the meals without cost or at a reduced price to children who meet USDA's eligibility criteria.
11. Provide written notification to ADE regarding the addition or deletion of sites at least thirty (30) days in advance. Any changes to the Site Sheet or Application Sheet must be approved in advance by ADE.
12. Accept final administrative and financial responsibility for PROGRAM operations. No SPONSOR may contract out for the management of the PROGRAM.
13. Meet the requirements specified in 7 CFR part 226.23 regarding a nondiscrimination and free and reduced-price policy statement and information regarding a public release.
14. Maintain proper sanitation and health standards in conformance with applicable federal, state and local laws and regulations.
15. Maintain necessary facilities for storing, preparing and serving food and milk.
16. Comply with and meet all responsibilities and requirements set forth in 7 CFR part 226.
17. Attend all PROGRAM training sessions as required by ADE for participation in the PROGRAM.
18. Maintain health and fire inspections in accordance with Code of Federal Regulations, Arizona Revised Statutes and applicable city code/ordinances.



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19. Maintain general facility liability insurance in conformance with applicable federal, state and local laws and regulations.

D. ASSURANCE OF CIVIL RIGHTS COMPLIANCE

1. The SPONSOR 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.), and all requirements imposed by the regulations of the USDA (7 CFR parts 15, 15a and 15b); U.S. Department of Justice Enforcement Guidelines (28 CFR parts 50.3 and 42); and FNS directives and guidelines to the effect that no person in the United States shall, on the grounds of race, color, national origin, age, sex or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the PROGRAM applicant receives federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
2. 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, at a nominal consideration or at a consideration which is reduced for the purpose of assisting the SPONSOR, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the SPONSOR, or any improvements made with federal financial assistance extended to the PROGRAM SPONSOR by the USDA.
3. By accepting this assurance, the SPONSOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of federal nondiscrimination laws and permit authorized ADE or USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the non-discrimination laws. The review of records may take place at a prescheduled, announced time or may be unannounced at the discretion of ADE. If there are any violations of this assurance, USDA, FNS shall have the right to seek judicial enforcement of this assurance.
4. The Parties of this Agreement shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable state and federal employment laws, rules and regulations, including the American with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.



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5. These assurances are binding on SPONSOR, its successors, transferees and assignees as long as such person or entity receives assistance or retains possession of any assistance from USDA.
6. The SPONSOR agrees to maintain information on Civil Rights complaints, if any, and their resolutions.
7. The SPONSOR agrees to provide a public release to the media serving the area(s) from where attendance is drawn, announcing the availability of meals to enrolled children without regard to age, race, color, religion, national origin, disability or sex upon submission of an initial application.
8. SPONSOR agrees to provide written notification of participation in the PROGRAM to participants or their parents or guardians. Notification must include PROGRAM description and contact information for ADE.

E. RIGHT OF JUDICIAL ENFORCEMENT; CHOICE OF LAW

The SPONSOR recognizes and agrees that such federal financial assistance will be extended in reliance on the representations stated herein and that the United States and the State of Arizona, individually or jointly, shall have the right to seek judicial enforcement of this Agreement. This Agreement is made in the State of Arizona and shall be interpreted by the laws of the State of Arizona; any litigation arising out of this Agreement shall be brought in Arizona. All disputes relative to the performance of the SPONSOR under this Agreement shall be resolved between the parties, as provided in Sections F(10) and F(12) of this Agreement.

F. MUTUAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES

ADE and the SPONSOR mutually agree that:

1. ADE shall promptly notify the SPONSOR in writing of any change in the minimum meal requirements or the assigned rates of reimbursement.
2. ADE may provide advance payments to each SPONSOR upon ADE discretion. Determination of advance payments will be based upon the SPONSOR'S request and ADE approval consistent with the regulations, ADE policy and available funds.
3. Payments advanced to SPONSORS that are not subsequently deducted from a valid claim for reimbursement shall be repaid upon demand of ADE.
4. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend this Agreement if made with a corporation for its general benefit.



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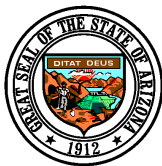
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5. This Agreement shall become effective on the date of approval by ADE, as to agreements not governed by A.R.S. § 11-951, et seq. Agreements governed by A.R.S. § 11-951, et seq., as defined under ARS §15-1152, et seq., shall become effective when filed with the Arizona Secretary of State. Before any amendment may become effective, appropriate action must be taken by ordinance, resolution or other action pursuant to the laws applicable to public agencies entering into this agreement.
6. The SPONSOR shall receive Cash in Lieu of commodity foods that are typically provided by the USDA to schools.
7. No right or interest in this Agreement shall be assigned or delegated without the written permission of the other party.
8. This Agreement may be canceled upon thirty (30) days written notice by either party. Notwithstanding the foregoing, ADE may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the SPONSOR.
9. In the event that funding ceases or becomes unavailable to provide for the terms of this agreement, ADE shall immediately notify the SPONSOR and the SPONSOR shall cease to perform the terms of this Agreement and ADE may terminate this Agreement. No liability shall accrue to ADE in the event this Agreement is terminated for lack of funds, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
10. ADE shall provide, upon written request in writing from the SPONSOR, and in accordance with 7 CFR part 226, a fair hearing to determine the application of any action taken by ADE that will affect the participation or reimbursement of a SPONSOR in the PROGRAM. A copy of the hearing procedure shall be provided to the SPONSOR.
11. The SPONSOR shall repay to the federal government or ADE all monies determined by any financial-compliance audit or review to be owed to the federal government or ADE in connection with any PROGRAM for which the SPONSOR has received funds. If the SPONSOR fails to make such repayment within thirty (30) days after demand by ADE, the SPONSOR shall pay all reasonable attorneys' fees based on reasonable hourly charges of like experienced attorneys in Phoenix, Arizona for the Assistant Attorney General representing ADE or the attorney representing USDA in seeking to enforce this paragraph.
12. In the event of any dispute arising out of or related to this agreement, the parties agree to use arbitration, after exhausting applicable administrative review, insofar as required by A.R.S. § 12-1518, if not in conflict with federal law.
13. Procurement practices shall be in accordance with the Arizona Procurement Code and Regulations, OMB Circulars A-133 and 7 CFR parts 3015 and 226.22. All claims and controversies shall be subject to the Arizona Procurement Code, A.R.S. § 41-2501 et



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seq., and Arizona Administrative Code R2-7-101 et seq. Procurement standards must be submitted to ADE and will be considered a permanent document unless changes are made by either party.

14. Each SPONSOR must electronically submit a copy of its Sponsor Application and Site Application to ADE every year of participation. These shall be considered a part of this Agreement and are incorporated herein.
15. This Agreement may be modified only in writing signed by all of the parties or their duly authorized agents. Notice required pursuant to this Agreement shall be served personally or by mail upon each party at the addresses specified on the signature page of this Agreement.
16. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, transferees and assignees.
17. ADE will provide the SPONSOR with information on the Special Supplemental Nutrition Program for Women, Infants, and Children and the PROGRAM, as well as the "And Justice for All" poster. The SPONSOR will then be responsible for distributing the information to parents or guardians of eligible children and/or posting the information.

G. FREE AND REDUCED-PRICE POLICY STATEMENT

Each SPONSOR, with the exception of emergency shelters and at-risk after school snack programs, must submit with its initial PROGRAM Application copies of its Free and Reduced-Price Policy Statement and the Free and Reduced Document Summary to ADE. The Free and Reduced Price Policy Statement is considered a permanent document. A new Free and Reduced-Price Policy Statement must be submitted when changes are made by SPONSOR.

H. TERM; TERMINATION

1. This Agreement and the duties arising hereunder, shall become effective on October 1, 2011 or upon signature by the Superintendent of Public Instruction or his designee, whichever occurs last. This Agreement shall automatically renew on October 1 of each year, beginning October 1, 2012, unless either party notifies the other thirty (30) days prior to the renewal date of their intent not to renew. Before any amendment or extension may become effective, appropriate action must be taken by ordinance, resolution or otherwise pursuant to the laws applicable to public agencies entering into this Agreement.
2. This Agreement is subject to cancellation by the State of Arizona pursuant to A.R.S. § 38-511 if any person significantly involved in the Agreement on behalf of the State of Arizona is an employee or consultant of the SPONSOR at any time while this Agreement or any extension of this Agreement is in effect.



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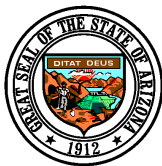
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3. Upon review or audit by ADE or an appointed representative thereof, any SPONSOR found to be out of compliance with 7 CFR part 226, this Agreement, or ADE PROGRAM Policy Manual will be deemed as Seriously Deficient. A Corrective Action Plan will be implemented, defining corrective action to be taken by the SPONSOR and the timelines in which the actions shall be completed. Failure to complete and maintain the Corrective Action required by ADE within the specified timelines is cause for termination from the PROGRAM. Serious Deficiencies include, but are not limited to, any of the following:
 1. Noncompliance with the applicable bid procedures and contract requirements of Federal Child Nutrition Program regulation;
 2. The submission of false information to ADE;
 3. Failure to return to ADE any advance payments which exceed the amount earned for serving eligible meals, or failure to return disallowed start-up or expansion payments;
 4. Failure to maintain adequate records;
 5. Failure to adjust meals ordered or planned to conform to variations in the number of participants;
 6. Claiming of PROGRAM payments for meals not served to participants;
 7. Claiming for meals that do not meet the PROGRAM requirements.
 8. Continued use of food service management companies that are in violation of health codes;
 9. Failure of a sponsoring organization to disburse payments to its facilities in accordance with its management plan;
 10. A history of administrative or financial mismanagement in any Federal Child Nutrition Program;
 11. The claiming of PROGRAM payment for meals served by a proprietary Title XX child care center during a calendar month in which less than 25% of enrolled children or 25% of licensed capacity, whichever number is less, were Title XX beneficiaries. In the case of an adult day care center, the claiming of PROGRAM payment for meals served by a proprietary Title XIX or Title XX center during a calendar month in which less than 25% of enrolled adult participants were Title XIX or Title XX beneficiaries.
 12. Failure to properly train or monitor facilities;
 13. Use of family childcare home funds for sponsor administration responsibilities;
 14. Failure to classify family childcare home providers as Tier 1 or Tier 2;
 15. Failure to perform financial and administrative responsibilities;
 16. Failure to operate the PROGRAM in conformance to performance standards;
 17. Conviction of institution or principals indicating lack of integrity;
 18. Institution or principals listed on the National Disqualified List;
 19. Any other action affecting the ability to administer the PROGRAM in accordance with the PROGRAM requirements.
 20. Failure to implement and administer family childcare home provider reviews and termination provisions; and
 21. Institution or principals declared ineligible for any other public program which violated that program's requirements (unless reinstated/eligible for that program).



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I. ASSIGNMENT OF CHARGES

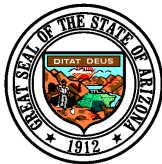
ADE and the SPONSOR recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the purchaser. Therefore, the SPONSOR hereby assigns to ADE any and all claims for such overcharges resulting from antitrust violations to the extent that such violations concern goods or services supplied by third parties to the SPONSOR to fulfill this Agreement.

J. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401; GOVERNMENT PROCUREMENT; E-VERIFY REQUIREMENT

1. The SPONSOR warrants compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214(A). (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
3. Failure to comply with a state audit process to randomly verify the employment records of the SPONSOR shall be deemed a material breach of this Agreement and the SPONSOR may be subject to penalties up to and including termination of this Agreement.
4. ADE retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that the SPONSOR is complying with the warranty under paragraph 1 of this Section.

K. PROHIBITED BUSINESS OPERATIONS

The SPONSOR certifies that the SPONSOR does not have scrutinized business operations in Iran (A.R.S. § 35-393.06) or Sudan (A.R.S. § 35-391.06).



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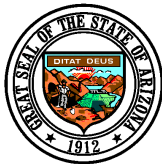
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THE CHILD CARE CENTER SPONSOR AGREES TO/THAT:

1. Provide proof that all child care centers are appropriately licensed or approved in accordance with PROGRAM regulations.
2. Provide organized care for children in a nonresidential setting.
3. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
4. Certify that **each** private for-profit child care center under its auspices receives compensation, from amounts granted to the State under Title XX of the Social Security Act, for at least 25% of enrolled children or 25% of licensed capacity, whichever is less, during the month preceding application to the PROGRAM. The SPONSOR shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives such compensation for less than 25% of its enrollment or licensed capacity. Such SPONSOR also certifies that all centers under this Agreement have the same legal identity as the SPONSOR.
5. Except for proprietary Title XX centers, childcare centers shall operate as public programs or have tax-exempt status under the Internal Revenue Code of 1986.
6. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
7. Maintain daily records indicating the number of children in attendance (including time in and out) and the number of meals by type (breakfast, lunch, supper and supplements) served to enrolled children and to adults. The SPONSOR shall not claim more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times. The SPONSOR will only claim meals and/or snacks served to children age twelve (12) and under, or age fifteen (15) and under who are participants of Migrant Programs, or a child with a disability through the age of twenty-one (21).
8. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
9. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
10. Document Administrative and Operating Costs claimed by the SPONSOR for each month, and maintain invoices and receipts for food, supplies, labor and other expenses related to the PROGRAM.



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11. Document revenue from participant payments, federal reimbursement and food sales to adults and donations.
12. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.
13. Notify the ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
14. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
15. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the child care facility as prescribed in the Management Plan.
16. Conduct site reviews as prescribed in the Management Plan.
17. Certify that it is not on USDA's National Disqualification List.



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THE OUTSIDE SCHOOL HOURS CARE CENTER SPONSORING ORGANIZATION AGREES TO:

1. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986.
2. Provide organized nonresidential childcare services to enrolled school age children outside of school hours.
3. Provide proof that sites are appropriately licensed or approved in accordance with PROGRAM regulations.
4. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
5. Maintain documentation of enrollment for all children, daily meal counts, production records (until no longer required by ADE) and all other records required by ADE.
6. Adhere to the terms and conditions as prescribed in the Management Plan including site visits and training sessions, if applicable.
7. Certify that it is not on USDA's National Disqualification List.
8. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
9. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
10. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the outside school hours care center facility as prescribed in the Management Plan.



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THE FAMILY CHILD CARE SPONSORING ORGANIZATION AGREES TO/THAT:

1. It is a public institution or a nonprofit private institution which has tax-exempt status under the Internal Revenue Code of 1986 as required by Public Law 106-224.
2. It will execute activities following approved procedures as specified in 7 CFR part 226.12 for start-up funds and under Public Law 101-147 for Expansion Funds in order to initiate food service program operations at day care or group day care homes.
3. It has an organizational history of properly managing funds and ongoing activities as determined by independent audit reports or financial statements.
4. Certify that it is not on USDA's National Disqualification List.
5. Child care home providers' children enrolled in the PROGRAM are eligible for free or reduced-price meals as specified in 7 CFR part 226.6(b)(1)(ii)(B).
6. In the absence of state licensure, childcare homes are appropriately certified or approved. Alternately approved homes must successfully complete annual fire inspections and health inspections. The required inspections can only be conducted by local authority. Alternately approved homes must be in compliance with all standards identified in 7 CFR part 226.6(d)(4).
7. Accept final financial and administrative responsibility for the fulfillment of the terms of this Agreement.
8. Comply with the PROGRAM requirements as set forth in 7 CFR part 226.13 regarding payments to day care homes. Disburse any reimbursement payments for Food Service due to each day care home within five (5) working days of receipt from ADE.
9. Submit information to ADE as required in 7 CFR part 226.6(b).
10. Collect and maintain documentation indicating provider homes have obtained all necessary approval as required by ADE prior to making provider reimbursement payments.
11. Comply with the Child Care Home Provisions outlined in 7 CFR part 226.18 and the ADE Policy and Procedures Handbook.
12. Use Start-up or Expansion Funds in accordance with the intended purposes as specified to in 7 CFR part 226.12.
13. Repay, upon demand by ADE, any Start-up or Expansion payments not expended in accordance with regulations as specified in 7 CFR part 226.12 and under Public Law 101-147.
14. Upon expiration of the time allotted to the SPONSOR for Start-up or Expansion Funds, ADE shall obtain and review documentation of activities and costs incurred under the terms of this Agreement.



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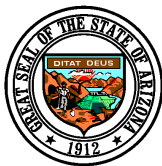
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15. Abide by the terms and conditions of the Expansion Fund application.
16. Comply with all requirements of A.R.S. § 46-321 including, but not limited to, having valid fingerprint clearance cards for all employees.
17. Sponsoring Organizations must provide notice in writing to ADE and to all Sponsoring Organizations of all providers dropped for cause.
18. Notify ADE in writing, within thirty (30) days, of any change including, but not limited to, composition of governing board, executive director or director of program operations. All updated information must include the name of the individual, title, address and birth date.
19. Providers will be classified as Tier I or Tier II homes and be paid accordingly as specified in 7 CFR part 226.13.
20. It will limit the amount of administrative fees it charges to child care centers under its sponsorship to not greater than 15% of the center's reimbursement for meals claimed per month.



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THE ADULT CARE CENTER SPONSOR AGREES TO:

1. Provide proof that all adult day care centers are appropriately licensed or approved.
2. Provide a community-based group program designed to meet the needs of functionally impaired adults or individuals sixty (60) years of age or older in a group setting outside of their homes or group living arrangements on a less than 24-hour basis.
3. Collect and maintain current family-size and income information of adult household members for participants classified as eligible for free and reduced-price meals or collect and maintain food stamp case numbers, Supplemental Security Income for the Aged, Blind and Disabled Program, Food Distribution Program Indian Reservation or Arizona Health Care Cost Containment System numbers in lieu of family size, income information and social security numbers.
4. Maintain daily production records of food prepared and served until no longer required by ADE. Records must be prepared one (1) week in advance of serve date.
5. Maintain daily records indicating the number of adults in attendance (including time in and out) and the number of meals by type (breakfast, lunch, supper and supplements) served to enrolled adults. The SPONSOR shall not claim more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal or three (3) snacks for any adult in attendance during the designated meal times.
6. Have an individual plan of care on file for each functionally impaired adult enrolled. Such plan shall be structured and comprehensive and shall provide a variety of health, social and related support services to enrolled adult participants.
7. Abide by the administrative management plan/budget approved by ADE.
8. Certify that each private for-profit adult day care center under its auspices receives compensation from amounts granted to the State under Title XIX of the Social Security Act for at least 25% of its enrolled adults during the month preceding application to the PROGRAM and for each month the center receives reimbursement for meals served under the PROGRAM which are also claimed under Title III(c), funded through the Older Americans Act. Such SPONSOR also certifies that all centers under this agreement have the same legal identity as the SPONSOR.
9. Certify that, with the exception of -proprietary Title XIX centers, the PROGRAM is public or has tax-exempt status under the IRS Code of 1986.
10. Notify ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
11. Certify that it is not on USDA's National Disqualification List.



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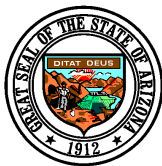
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12. Provide meals at no separate charge, except for pricing programs. If a pricing program, obtain approval from ADE upon submission of a written policy statement for determining participants eligible for free and reduced-priced meals.
13. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.
14. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the adult care facility as prescribed in the Management Plan.
15. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
16. Conduct site reviews as prescribed in the Management Plan.



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THE EMERGENCY SHELTER SPONSOR AGREES TO/THAT:

1. Provide proof that all emergency shelters are in compliance with all applicable state and local health and safety requirements for certifications.
2. Provide temporary housing for children and their parents or guardians in a residential setting.
3. Provide meals at no separate charge.
4. Emergency shelters shall be public or have tax-exempt status under the Internal Revenue Code of 1986.
5. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
6. Maintain daily records indicating the number of children in residence at the shelter and the number of meals by type (breakfast, lunch, supper and supplements) served to eligible children and to adults. The SPONSOR shall not claim more than three (3) meals or two (2) meals and one (1) snack or two (2) snacks and one (1) meal for any child in attendance during the designated meal times. The SPONSOR will only claim meals and/or snacks served to children age eighteen (18) and under.
7. Adhere to the following meal service times: Two (2) hours between the beginning of each meal; breakfast between 6 a.m. and 9 a.m., AM snack between breakfast and lunch; lunch between 11 a.m. and 1 p.m.; PM snack between lunch and supper; supper between 5 p.m. and 7 p.m.; night snack after 7 p.m. The duration of meal service shall be limited to one (1) hour for snacks, one and one-half (1.5) hours for breakfast and two (2) hours for lunch and supper.
8. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
9. It is recommended that the SPONSOR document Administrative and Operating Costs claimed for each month (invoices, receipts) for food, supplies, labor and other expenses related to the PROGRAM.
10. Document revenue from federal reimbursement, food sales to adults and donations.
11. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.
12. Notify ADE in writing thirty (30) days in advance pending a change in but not limited to ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.



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13. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the emergency shelter facility as prescribed in the Management Plan.
14. Conduct site reviews as prescribed in the Management Plan.
15. Certify that it is not on USDA's National Disqualification List.
16. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.



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AT-RISK AFTER SCHOOL MEAL PROGRAM:

1. Provide proof that all at-risk sites are in compliance with all state and local health and safety requirements for certifications.
2. Provide organized care for children in a nonresidential setting.
3. Provide afterschool care and education or enrichment activities to children, such as homework assistance, tutoring, arts and crafts, computer labs, life skills or physical activities.
4. Provide snack and/or meal at no separate charge.
5. Receive reimbursement at the applicable free rate for all snacks or meals served. Meals and snacks must be served after the school hour during the week, on weekends or during school breaks (not including summer break) and vacations throughout the regular school year.
6. Operate in an "area eligible," nearest public school that is 50% or more eligible for free or reduced price school meals.
7. Operate as a public program or have tax-exempt status under the Internal Revenue Code of 1986.
8. Maintain menus for each snack and meal service.
9. Maintain daily production records of food prepared and served until no longer required by ADE. Records are to be prepared one (1) week in advance of serve date.
10. Maintain daily records indicating the number of children in attendance (sign-in sheets including time-in/time-out), and all other records required by ADE. The SPONSOR shall not claim more than one (1) meal and more than one (1) snack per child per day may be served. The SPONSOR will claim only snacks/meals served to children age eighteen (18) and under, including children who were eighteen (18) at the beginning of the program year.
11. Document training sessions including dates, locations and topics for sponsoring organizations as prescribed by the Management Plan.
12. It is recommended that the SPONSOR document Administrative and Operating Costs claimed for each month (invoices, receipts) for food, supplies, labor and other expenses related to the PROGRAM.
13. Document revenue from participant payments, federal reimbursement and food sales to adults and donations.
14. Provide adequate supervisory and operational personnel for management and monitoring of the PROGRAM.



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15. Notify ADE in writing thirty (30) days in advance pending any change including, but not limited to, ownership (i.e., status of sale, etc.), management status (i.e., sole proprietorship, partnership, etc.) or tax-filing status. New owners or owners with a change of status must apply for PROGRAM participation.
16. Conduct pre-operation visits to each new site for which application is made to discuss PROGRAM requirements and verify that the proposed food service does not exceed the capacity of the facility as prescribed in the Management Plan.
17. Conduct site reviews as prescribed in the Management Plan.
18. Certify that it is not on USDA's National Disqualification List.
19. Attend all PROGRAM workshop tracks as required by ADE prior to participating in the PROGRAM as well as any additional trainings required by ADE.



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CLEAN AIR/CLEAN WATER ACT COMPLIANCE

(Applicable to Sponsors receiving \$100,000 or more in federal funds)

1. The SPONSOR agrees that any facility to be utilized in the performance of this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities (the "List") as of the date of submitting this agreement.
2. The SPONSOR further agrees that it will not use any facility on the List in the performance of this agreement for the duration of the time that any such facility remains on the List.
3. The SPONSOR further agrees to notify ADE if it intends to use in the performance of this Agreement any facility on the List or learns or knows that it has been recommended to be placed on the List.
4. The SPONSOR additionally agrees that it will, in the performance of this Agreement, comply with all requirements of the Clean Air Act (42 U.S.C. § 7401 *et. seq.*) and the Clean Water Act (33 U.S.C. § 1251 *et. seq.*) including the requirements of section 114 of the Clean Air Act and Section 308 of the Clean Water Act and all applicable Clean Air standards and Clean Water standards.
5. The SPONSOR further agrees that it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738 and EPA regulations found at 40 CFR Part 15 (which prohibit the use of facilities on the List). In addition to notifying ADE of facilities to be used which are on the List, the SPONSOR also agrees to notify the EPA Assistant Administrator for Enforcement.



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CERTIFICATION PAGE

(Applicable to SPONSORS with governing boards only;
must be completed and signed before signature page.)

DIRECTIONS:

- (1) County in which the governing board is located.
- (2) Name of governing board member authorized to sign this certification page.
- (3) City in which governing board meeting regarding the Permanent Agreement was held.
- (4) Date of governing board meeting.
- (5) Legal title of the SPONSOR'S governing board; current year.
- (6) Name of designated official who will be signing the Permanent Agreement (same designated official as on line 1, page 23, of the Food Service Agreement).
- (7) Signature of governing board member (same name as on line (2) of this certification page).
Please note that a governing board member *cannot* designate himself or herself as the *Designated Official*.

CERTIFICATION

State of Arizona)

County of (1) _____)

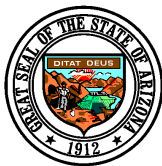
I, (2) _____, the duly appointed or elected and qualified
Name of Governing Board Member

member of, and acting on behalf of the governing board, so hereby certify that during a regular meeting held in (3) _____ Arizona, on (4) _____, this governing board, by motion made, seconded and carried, approved and authorized execution of an agreement between the (5) _____ and the Arizona Department of Education, a State Agency, for the purpose of participating in Child Nutrition and/or Food Distribution Programs.

(6) _____ has been designated by the governing board to sign this
Name of Designated Official
Agreement.

I further certify that this meeting was duly noticed, called and convened and was attended by a majority of the members of the governing board and that approval has not since been altered or rescinded.

(7) _____
Signature of Governing Board Member
(Same as (2) above)



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PERMANENT AGREEMENT

SIGNATURE PAGE

AGREED TO AND SIGNED:

1. _____ (Print or Type Name and Title)	_____ (Signature of Designated Official) [Same as item (6) on Certification Page, if applicable]
_____ (Sponsor/School)	_____ (Date)

Address _____

OTHER AUTHORIZED SIGNATURES

2. _____ (Print or Type Name and Title)	_____ (Signature)
3. _____ (Print or Type Name and Title)	_____ (Signature)
4. _____ (Print or Type Name and Title)	_____ (Signature)

FOR OFFICIAL USE ONLY

STATE BOARD OF EDUCATION

_____ (Superintendent of Public Instruction or Designee)	_____ (Date)
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