



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

**CHILD NUTRITION PROGRAMS
SCHOOL FOOD AUTHORITY
AGREEMENT**

SAU/RA #:	School Food Authority Name:		
Address:	City:	Zip:	

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

Program	Federal Regulation	CFDA #
National School Lunch Program (NSLP) Afterschool Snack Program (ASP) Seamless Summer Option (SSO)	7 CFR 210, 245	10.555
School Breakfast Program (SBP)	7 CFR 220, 245	10.553
Special Milk Program (SMP)	7 CFR 215, 245	10.556

GENERAL TERMS AND CONDITIONS

1. This Agreement shall be effective from the date the Agreement and Program Application are approved by NHED. NHED's performance and obligation to pay under this Agreement are contingent upon continued availability of funds appropriated by Congress for the Child Nutrition Programs and an annual appropriation by the Legislature.
2. This Agreement remains in effect until terminated by either party. At least 30 days written notice must be given to terminate this Agreement. Upon termination of this Agreement, NHED shall make no further disbursement of funds to the SFA in accordance with this Agreement, except to reimburse the SFA in connection with eligible meals served on or prior to the termination of this Agreement. No termination or suspension of this Agreement shall affect the obligation of the SFA to maintain records and to make such records available for audit.
3. The SFA has the right to appeal decisions made by NHED in accordance with 7 CFR 210.18(q) that affect participation in the program(s) or Claims for Reimbursement.
4. The SFA and participating schools under its jurisdiction shall comply with all provisions of 7 CFR 210, 215, 220, and 245.

REQUIREMENTS FOR PARTICIPATION IN CHILD NUTRITION PROGRAMS

Each SFA or Residential Child Care Institution (RCCI) operating the National School Lunch Program (NSLP) or Seamless Summer Option (SSO) shall, with respect to participating schools under its jurisdiction:

1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR §210.11.
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR §210.19(a).

3. Maintain a financial management system as prescribed under 7 CFR §210.14(c).
4. Comply with the requirements of the USDA's regulations regarding financial management (2 CFR 200, as applicable).
5. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in 7 CFR §210.10.
6. Price the lunch as a unit in accordance with 7 CFR §210.10(a)(2).
7. Serve lunches free or at a reduced price to all children who are determined by the local education agency to be eligible for such meals under 7 CFR part 245.
8. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR part 210. Agree that the SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR §210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR §210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR §210.26 shall apply.
9. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by NHED.
10. Submit Claims for Reimbursement in accordance with 7 CFR §210.8.
11. Comply with the audit requirements stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all program totals \$750,000 or more.
12. Comply with the requirements of the USDA's regulations regarding nondiscrimination (7 CFR part 15, 15a, 15b).
13. Make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with the approved Free and Reduced-Price Policy Statement.
14. Enter into an agreement to receive donated foods as required by 7 CFR part 250.
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformation with all applicable State and local laws and regulations, and comply with the food safety requirements of 7 CFR §210.13.
16. Accepts and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA.
17. Maintain necessary facilities for storing, preparing, and serving food.
18. Upon request, make all accounts and records pertaining to its school food service available to NHED and to the USDA, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for 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 resolution of this issues raised by the audit.
19. Maintain files of currently approved and denied free and reduced-price applications which must be readily retrievable by school.
20. Directly certify children for free school meal utilizing the NH Direct Certification System at least three times during the school year as required by USDA. More frequent direct certification efforts are permissible and encouraged by NHED.
21. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR §245.6(b)(5), which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA.
22. Retain the individual applications for free and reduced-price lunches and meal supplements 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 resolution of this issues raised by the audit.
23. Each year, provide NHED with a list of all schools under its jurisdiction to which 50 percent or more of enrolled children have been determined eligible for free or reduced-price meals as of the last operating day in January. The list must be provided to NHED within 60 calendar days following the end of the month designated by NHED. NHED has the right to request that this information be provided prior to the 60-calendar day deadline date. In addition, the SFA shall provide, when available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced-price meals.

Each SFA or RCCI with eligible schools/sites, as defined in 7 CFR §210.10(n)(1), that elects to serve meal supplements during afterschool care programs, shall:

1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR §210.10.
2. Price the meal supplement as a unit in accordance with 7 CFR §210.10(a)(2).
3. Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced-price school meals under 7 CFR part 245.
4. If charging for meals; the charge for reduced price meal supplement shall not exceed 15 cents.
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with this agreement.
6. Claim reimbursement for no more than one meal supplement per child per day.
7. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more.
8. Review each afterschool care program two times per year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year-round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
9. Comply with all requirements of 7 CFR §210.9, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR §210.9(b)(9)).

Each SFA or RCCI operating the School Breakfast Program (SBP) shall, with respect to participating schools under its jurisdiction:

1. Maintain a nonprofit school food service.
2. In accordance with the financial management system established under 7 CFR §220.13(i), use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment and personnel support with funds provided to a SFA under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
3. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings.
4. Limit its net cash resources to an amount that does not exceed three months average expenditure for its nonprofit school food service or such other amount as may be approved by NHED; and
5. Observe the limitations on any competitive food services as set forth in 7 CFR §210.10 and 7 CFR §220.12.
6. Serve breakfasts which meet the minimum requirements prescribed in 7 CFR §220.8, during a period designated as the breakfast period by the school.
7. Price the breakfast as a unit in accordance with 7 CFR §220.8(a)(2);
8. Supply breakfast without cost or at reduced price to all children who are determined by the SFA to be unable to pay the full price thereof in accordance with the free and reduced-price policy statements approved under 7 CFR part 245.
9. Make no discrimination against any child because of his/her inability to pay the full price of the breakfast.
10. Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement.
11. Submit claims for reimbursement in accordance with 7 CFR §220.11 and procedures established by NHED or the USDA where applicable.
12. Comply with the audit regulations stated in 2 CFR 200, subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more.
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with food safety requirements in paragraph (a)(2) and paragraph (a)(3) of 7 CFR §220.7.
14. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by NHED.
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA.
16. Maintain necessary facilities for storing, preparing, and serving food.
17. Maintain a financial management system as prescribed by NHED, or the USDA where applicable.
18. Upon request, make all accounts and records pertaining to its nonprofit school food service available to NHED, to the USDA and to the USDA's Office of Audit for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved; the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

19. Retain documentation of free and reduced-price eligibility as follows:
 - a. Maintain files of currently approved and denied free and reduced-price applications which must be readily retrievable by school for a period of three years after the end of the fiscal year to which they pertain; or
 - b. Maintain files with the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(4) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by USDA.
20. Directly certify children for free school meals using the NH Direct Certification System at least three times during the school year as required by USDA. More frequent direct certification efforts are permissible and encouraged by NHED; and
21. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR, part 15).

Each SFA or RCCI approved to participate in the Special Milk Program (SMP shall, with respect to schools and childcare institutions under its jurisdiction:

1. Operate a nonprofit milk service. However, SFA's may use facilities, equipment, and personnel supported with funds provided to a SFA to support a nonprofit nutrition program for the elderly, including a program funded under the Older American Act of 1965 (42 U.S.C. 3001 *et seq.*)
2. If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to non- needy children under the program; and (ii) make no discrimination against any needy child because of his/her inability to pay for the milk.
3. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR, part 15).
4. Claim reimbursement only for milk as defined in this part and in accordance with the provisions of 7 CFR §215.8 and 7 CFR §215.10.
5. Submit claims for reimbursement in accordance with 7 CFR §215.10 of this part and procedures established by NHED or the USDA where applicable.
6. Comply with the audit regulations stated in 2 CFR 200, subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more.
7. Maintain a financial management system as prescribed by NHED, or the USDA where applicable.
8. Upon request, make all records pertaining to its milk program available to NHED and to the USDA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which the pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit; and
9. Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The SFA hereby agrees that it will comply with Title VI or the Civil Rights Act of 1964 (42 U.S.C. 2000d *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 implementation regulations of the United States Department of Agriculture (USDA) Department of Justice Enforcement Guidelines, 29 CFR Part SO.3 and 42; and the Food and Nutrition Service (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the SFA receives federal financial assistance from the USDA; and gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized NHED and USDA personnel, during hours of program operation, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the SFA, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person (or persons) whose signature(s) appear(s) below is/are

authorized to sign this assurance on behalf of the SFA.

CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when its transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned SFA certifies, to the best of his or her knowledge and belief, that:

1. 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 congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-contracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS – PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. THE SFA certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant for the SFA is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

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

SIGNATURE ON BEHALF OF SFA:

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

PRINTED NAME OF AUTHORIZED OFFICIAL

TITLE

For agreement inquiries, contact:

Amanda Marshall
Office of Nutrition Programs and Services
25 Hall Street
Concord, NH 03301-3860
Phone: (603) 271-3860

FOR NHED USE ONLY:

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

SIGNATURE OF NHED REPRESENTATIVE