NEW MEXICO

Department of Children Youth And Families
Family Nutrition Bureau
1920 Fifth Street
Santa Fe, New Mexico 87502

Child and Adult Care Food Program

CHILD & ADULT DAY CARE CENTERS
Application for Participation

Revision- May 12, 2007

Sponsor Name _____ Agreement Number _____

Child and Adult Care Food Program

APPLICATION PACKET FOR DAY CARE CENTERS

Reset Form

FOR STATE USE ONLY

Center Sponsor use *(follow check list, fill out and complete all that apply and submit along any attachments necessary.)*

		Date in if applicable	Notes/Documentation (Phone calls etc.)
☐	**Application for Participation** *(complete one for each center facility)*		
☐	**Licensing or Approval for Non-licensed** i.e. *(Tribal, Military)*		
☐	**Sanitation permits/EID survey reports** etc.		
☐	**Application for Participation Management Plan** *(7 pages)*		
☐	**Agreement** ☐ Regular Agreement- (2 Pages) ☐ Tribal Agreement- (3 Pages)		
☐	**Non-Pricing Meal Policy Statement**		
☐	**Certificate of Authority**		
☐	**Public Release Statement**		
☐	**Letter to Parent** *(Sample copy of ours or your own letter)*		
☐	**Civil Rights Questionnaire** *(2 pages)*		
☐	**Certification Regarding Lobbying**		
☐	**W-9 Form**		
☐	**Certificate of Sponsor Training**		
☐	**Copies of one months' menus for "New Participants" Only** *(multi-center sponsors, submit one week of menus per center.)*		
☐	**Sample copies of forms your center uses for the Enrollment Packet, Attendance, and Meal Counts.**		
☐	**Food Service Contract** *(if applicable only)*		

CHILD AND ADULT CARE FOOD PROGRAM
Center/Site Application

Type or print clearly

New Center Application ☐
Renewal Application ☐

INSTRUCTIONS: (This form is required for each center or site)

1. **NAME OF CENTER/SITE:** Agreement Number: ____ – ____

2. **MAILING ADDRESS** CITY STATE. COUNTY ZIP

PHYSICAL LOCATION: Please give specific directions or enclose a map. (No P.O. Box numbers please)

3. **NAME & TITLE OF PERSON IN CHARGE AT THE FACILITY:** _____

Telephone Number at the Center: _____

4. **APPROVAL TYPE:**
☐ State Licensed ☐ Tribal ☐ Public School
☐ Military ☐ N/A specify- _____

5. **TYPE OF CENTER**- Check which that apply
☐ Child Care Center ☐ Outside School-hours/Before & After Prog.
☐ Head Start ☐ Adult day care center
☐ Emergency Shelters-serving homeless children
☐ "At Risk" After School Program***
☐ Other Specify- _____

** ***PLEASE INCLUDE "AT-RISK" PROGRAM ATTACHMENT**

6. **LICENSE Number:** _____ *(Attach Copy)*

Expiration Date: _____ Capacity: _____

7. **ATTACH CURRENT EID REPORT AND PERMIT AND REPORT**
☐ Attached ☐ No permit

8. **DAYS OF OPERATION:**
☐ M ☐ T ☐ W ☐ Thu ☐ F ☐ SAT ☐ SUN

9. **HOURS OF DAY CARE CENTER OPERATION:**
From: _____ To: _____

8A. Part Day: _____ Time: _____

10. **MONTHS OF OPERATION:**
☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN
☐ JUL ☐ AUG ☐ SEPT ☐ OCT ☐ NOV ☐ DEC

11. **METHOD BY WHICH MEALS WILL BE PROVIDED** ☐ On Site Kitchen ☐ Off site*

** If Off Site - Please check below.*

A. ☐ Preparation at central kitchen

B. ☐ Under contract with local school district
Name of School: _____

C. ☐ Under contract with food service management company
Name of Company: _____

D. ☐ Other -Specify: _____

If "B" or "C" checked, include copy of Contract or Agreement

12. **MEAL SERVICE**

CHECK MEALS TO BE CLAIMED:	TIME MEAL SERVICE BEGINS	** TIME LAST SHIFT BEGINS
A. ☐ Breakfast, 7:00-9:00 am	_____	_____
B. ☐ AM Snack, 9:00-11:00 am	_____	_____
C. ☐ Lunch, 11: 00 am- 1: 00 pm	_____	_____
D. ☐ PM Snack, 1:00-4:00 pm	_____	_____
E. ☐ Supper, 4:00-6:30 pm	_____	_____
F. ☐ Late Snack, 6:30-8:30 pm	_____	_____

G. Shifts? ☐ NO ☐ *YES **(list last shift begins above)*

Please See Reminder Page on Back)

13. **NUMBER OF PARTICIPANTS ENROLLED** (Can be estimated)

A. _____ Free Category
B. _____ Reduced Price Category
C. _____ Not Eligible for Free or Reduced Price
D. _____ **Total Number of Enrolled Children (A+B+C)**
E. _____ CYFD-Child Care Assistance Programs

14. **AGE RANGE OF PARTICIPANTS ENROLLED AT THE CENTER**

From: ____ – ____ To: ____ – ____

Do you have infants enrolled at the center? ☐ NO ☐ YES

If yes, do you claim infants? ☐ NO ☐ YES

I UNDERSTAND THAT this information is being given in connection with the receipt of Federal funds, and that a deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

_____
SIGNATURE OF CENTER REPRESENTATIVE

_____
DATE

Completed this section -Go to Print Letter to Household PAGE

ATTACHMENT

REIMBURSEMENT FOR SNACKS IN '' AT-RISK'' AFTER SCHOOL CARE PROGRAMS

CENTER NAME: _____ Agreement number _____

(A) **NAME AND PHYSICAL LOCATION OF SCHOOL AREA ELIGIBILITY.** Please identify the qualifying school where site is located and in which at least 50% enrolled children are certified eligible for free or reduced price meals. include a map showing your site location with in the school service area.

(B) **PLEASE OUTLINE WHAT REGULARLY SCHEDULED ACTIVITIES THIS PROGRAM WILL PROVIDE FOR THE CHILDREN.** (eligible programs must include educational or enrichment activities).

(C) **PLEASE SPECIFY TIMES OF OPERATION; THE PROGRAM MUST PROVIDE CARE FOR CHILDREN AFTER THEIR SCHOOL DAY HAS ENDED. (Snacks** may be reimbursed if they are served at any time of the day on weekends or holidays, including vacation periods, during the regular school year.)

FROM:_____ TO:_____

- ☐ Holidays
- ☐ Weekends
- ☐ Vacation Periods (other than summer vacation)
- ☐ Year Round School Schedule

Note: "At Risk" After School Care Pro grams may claim only one (1) Snack per child per day. Under n o circumstances may snacks be claimed for children participating in programs operating before or during the child's school day. Children are eligible to participate through age 18.

b) **LIST THE BOARD OF DIRECTORS** (Only complete if you checked Private Non-Profit on 8 (a) on Page 1 of 7)

i. **(President)**
Name: _____ Address: _____

Day time Phone # _____ **D.O.B** _____

ii. **(Vice-President)**
Name: _____ Address: _____

Day time Phone # _____

iii. **(Treasurer)**
Name: _____ Address: _____

Day time Phone # _____

iv. (**Secretary**)
Name: _____ Address: _____

Day time Phone # _____

v. **(Other Member)**
Name: _____ Address: _____

Day time Phone # _____

vi. **(Other Member)**
Name: _____ Address: _____

Day time Phone # _____

vii. Do any of these members receive any compensation or payment of any kind from the organization?
☐ Yes ☐ No

If "Yes" (Explain): _____

viii. Do any of these board members have any relationship to any other board members and/or sponsoring organization personnel?
☐ Yes ☐ No

If "Yes" (Explain): _____

USE ADDITIONAL SHEETS IF NECESSARY. *For New Sponsors, Submit a copy of your 501-* (c) *- 3 notification from IRS.*

9. List all publicly funded programs that the organization has participated in during the past seven(7) years.

10. a) **Did the institution/organization receive & expended over $500,000.00 in Federal, State or Local government program funds and require an audit?** ☐ Yes- Give date of last Audit: _____

☐ No- If "Not" (***please complete below***)

list ALL funding sources received (federal, state and local) during the last complete fiscal year for the institution/ organization. Also list the funding year and corresponding amounts of funding received and expended. The following information is necessary as part of a federal requirement in OMB Circular A-133 Sub-part B - Audits Section. Use additional sheets if necessary.

Name of Source/ Agency/ Program/ or Grant	Funding Year	Funding Received	Total Yearly Expenditures
Use additional sheets if needed	**TOTAL:**		

b) **Give a starting date ____/ _____/____ and ending date ____/ _____ /____ of the fiscal year in which your organization operates.**

---

11. Will the sponsor keep original copies of receipts, invoices and time sheets on site in order for reviewers to validate CACFP expenses? ☐ YES ☐ NO

If Not **(Explain,** how reviewers will be able to examine your accounting documents to verify and determine allowable costs).

_____
_____
_____
_____
_____
_____

12. List all sources of cash income available for the food service other than CACFP reimbursement, to pay back disallowances or cover the cost of meals not covered by CACFP. **NOTE:** This is Applicable to ALL institutions.

_____
_____
_____
_____
_____
_____
_____
_____

13. a) Outline your schedule for training CACFP staff, administrative and food service personnel listed on (15a). Training must consist of civil rights and CACFP requirements. **(Please Specify at least one training date)** and topics to be covered. Staff training must be done prior to beginning program operations, and at least annually. ***(This does not include CACFP training provided to the sponsor by the State Agency).***

_____

_____

_____

_____

_____

b) Who will conduct the training session(s)?

_____

14. a) Outline your plan for providing the monthly Nutrition Education required for children in your Center. **Use additional sheets if necessary**.

b) Who will be conduct the Nutrition Education?

_____

Month:	**Activity:**	**Date:**	**Nutrition Learning Objective:**
Example-	*Prepare (2) two different recipes using pumpkin as an ingredient*	12	*Children will be able to pour and mix ingredients, knead dough and be able to understand the preparation process*
October-			
November-			
December-			
January-			
February-			
March-			
April-			
May-			
June-			
July-			
August-			
September-			

15. **SPONSORING ORGANIZATION ADMINISTRATIVE STRUCTURE FOR CACFP**
(List ONLY Sponsoring Organization Personnel who will be administering the Child & Adult Care Food Program. Attach additional sheets if necessary. The sponsor can also submit a copy of any structure charts available.

15(A)

* If you answered yes to claiming labor cost under CACFP, please continue filling out this section for that person.

CACFP Duties/Responsibilities	Name of person assigned	* Is this Person being Claimed for Labor cost under CACFP	Number of hours per day spent on CACFP	Hourly Wages	Number of Days per Week	Number of Weeks in Operation	TOTAL SALARY FOR PROGRAM YEAR
(EXAMPLE):	*John Doe*	*Yes*	*5*	*$5.51*	*5*	*52*	*$7,163.00*
Overseeing CACFP, Contact for State Agency.				$			$
Conducts Monitoring of Facilities				$			$
Conducts Training				$			$
Menu Planning				$			$
Prepares Food for the Center				$			$
Completes the Menu Record Book				$			$
Ordering and/or Purchasing of Groceries. If applicable, (oversee vended meals Contract).				$			$
Approves and Keeps Track of the IEA's				$			$
Prepares Claims for reimbursements				$			$
Deposits Checks, Tracks Receipts, Accounting Activities				$			$
Does Monthly Nutrition Education Activity				$			$
Takes Meal Counts/Attendance				$			$
Other Duties-				$			$
Other Duties-				$			$
Other Duties-				$			$
Other Duties-				$			$
YEARLY CONVERSION: (Hr per Day) x (Hrly Wage) x (# of Day per we) x (# of wks in Operation)=							

15(B) **TOTAL COST FOR SALARIES** [Sum] total salary for program year.---------- $

Note: *The primary purpose of the CACFP is to provide reimbursement for food expenses, but a portion of your annual budget may be applied towards non-food related program expenses. (For example, cook's salaries, paper supplies, cleaning supplies, etc.)*

16. A) Provide a schedule for monitoring food service operations at each facility under your administration. (Each center site must be reviewed at least three times each year, including one review during the first six weeks of CACFP operations. These reviews cannot be more than six months apart. Give specific dates when monitoring is anticipated to take place at your center(s), and any additional monitoring efforts and dates.

Anticipated date for your 1st monitoring visit - ____/____/____

Anticipated date for your 2nd monitoring visit - ____/____/____

Anticipated date for your 3rd monitoring visit - ____/____/____

B) Who will conduct the Monitoring visits? _____

17.

FOR SPONSORING ORGANIZATIONS WITH MULTI-CENTERS ONLY

17a Attach a copy of your policies restricting outside employment that might interfere with CACFP duties

17b What is your procedure for collection of CACFP records? (example: meal count, attendance, IEA's, food receipt's, etc.)

17c In what office are these records located?

17d How frequently do you collect these CACFP records?

**********(Please certify and sign below)**********

I CERTIFY THAT the information on this application is true to the best of my knowledge; that reimbursement will be claimed only for meals served to enrolled participants and; that the CACFP will be available to all eligible participants regardless of race, color, national origin, sex, age, and handicap, and I further certify that the organization has not been terminated from any publicly funded program for failure to comply with program requirements with in the past 7 (seven) years.

I UNDERSTAND THAT this information is being given in connection with the receipt of Federal funds, and that a deliberate misrepresentation may subject me to prosecution under applicable State and federal criminal statutes.

I CERTIFY THAT no board members or principals of the organization have been convicted of a crime which would indicate a lack of business integrity at any time during the past 7 (seven) years.

_____

Name and Title of Authorized Sponsoring Organization Representative (print or type)

_____ _____

Signature of Authorized Organization Representative Date

18.

PROPOSED BUDGET PLAN

Agreement Number: _____

PROJECTED REVENUE;

Provide an estimated annual budget (October 1 through September 30) for CACFP administrative and operational (food service) expenses associated with CACFP

	Proposed Budget	For State Use: Approved Percentage / Anticipated Budget Amount
I. TOTAL PROJECTED REIMBURSEMENT *Based on 100% estimated reimbursement amount you expect to receive for the program year.*	$ _____	_____% / $ _____
II. OPERATING EXPENSES **Operational Budget Costs-**Operational costs are those directly associated with the preparation, service, and clean-up of the food service operation. Food Costs/Vended Meals Purchased.		
a.) Food cost, *(Up to 100% of the total reimbursement may be appropriated)*	$ _____	_____ % / $_____
b.) Non-food but related expenses, *(Such as paper goods and supplies, under $500 per item)*	$ _____	_____ % / $_____
c.) Food service labor cost, *(should reflect labor cost under CACFP on page 4 of 7)*	$ _____	_____ % / $_____
d.) Food service equipment, (Equipment over $500 or other property) *Specific prior written approval required.)*	$ _____	_____ % / $_____
Specify items: _____ _____		
e.) Enter the total operating expense, II. (a+b+c+d).	$ _____	_____ % / $_____
III ADMINISTRATIVE EXPENSES **Administrative Budget Costs**-Administrative costs are those associated with office staff labor, equipment, nutrition education and supplies.		
a.) List of expenses		
_____	$ _____	
_____	$ _____	
_____	$ _____	
_____	$ _____	
_____	$ _____	
Attach additional sheet if necessary		
b.) Admin. labor cost *(should reflect labor cost under CACFP on page 4 of 7)*	$ _____	_____ % / $_____
c.) Audit Fees,	$ _____	_____ % / $_____
e.) Enter the total Admin. expense, III. (a+b+c). Ensure to include any amounts from any additional sheets.	$ _____	_____ % / $_____

(Administrative expenses are limited to the lesser of 15% total reimbursement payments received or net allowable costs.

Completed this section -Go back to the LIST PAGE

State of New Mexico-CYFD/FNB

Child and Adult Care Food Program
PERMANENT AGREEMENT

Agreement Number: _____

Legal Name of Institution:

Telephone Number:

Location and complete Address of Institution (include zip):

Name/Title of sponsor official:

SECTION A

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program issued thereunder (7 CFR part 226) and Section 3 of the Child Nutrition Act of 1966 as amended, the New Mexico Children, Youth, and Families Department (hereinafter referred to as the "Department") and the sponsor whose name and address appear above agree as follows:

THE SPONSOR Represents and warrants that it will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all centers listed in Section C.

Understands and agrees that any publications by the Sponsor may be freely copied by the Department or by other sponsors under the Child and Adult Care Food Program.

HEREBY AGREES THAT (Nondiscrimination Clause) it will comply with the Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by the Regulations of the Department of Agriculture (7 CFR Part 15). Department of Justice (28 CFR Parts 42 & 50), and ENS directives or regulations issued pursuant to that Act and the Regulations to the effect that, no person in the United States shall, on the ground of sex, age, handicap, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received state financial assistance from the Department and; hereby assures that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at 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 applicant by the Department. This includes any State agreement, arrangement or any other contract which has as one of its purposes the provision of assistance such as food, food stamps, cash assistance for the purchase of food and cash assistance for purchase or rental of food service equipment, or any other financial assistance extended in reliance of the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE the applicant agrees to compile data maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized NM-CYFD &USDA Personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI; if there are any violations of this assurance the USDA/FNS shall have the right to seek Judicial enforcement of this assurance. The applicant further agrees to comply with Fed. Reg. **226.8** which addresses the circular A-1 10 and circular A-133 Single Audit Act. This assurance is binding on the applicant, it successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signature(s) appear below are authorized to sign this assurance on the behalf of the applicant.

HEREBY AGREES THAT the state has no financial obligation to the Sponsor if federal monies are not available. All advance monies shall be repaid to the state at the end of the federal fiscal year for which they were issued. Unearned monies shall be repaid to the state upon demand.

HEREBY if a Private for Profit Sponsor, certifies receipt of compensation from amounts granted to the state under Title XX of the Social Security Act are for at least 25 percent of its enrolled children during the month preceding application to the program and agrees that it shall not claim reimbursement for meals served in any month during which its Title XX children/adults are less that 25 percent of its enrolled children.

THE DEPARTMENT
The Department shall terminate a sponsor's participation in the program by written notice whenever it is determined by the Department that the Sponsor has failed to comply with the conditions of the Program.

Shall inform the Sponsor of its right to request a review of decisions made by the Department which affect the participation of a sponsor in the Program or the Sponsor's claim for reimbursement

CHILD AND ADULT CARE FOOD PROGRAM is approved to operate
(To be completed by the Department)

EFFECTIVE DATE: _____
The DEPARTMENT and the SPONSOR MUTUALLY AGREE to Comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226 Child and Adult Care Food Program Regulations and 8 NMAC 2.2

CERTIFICATION STATEMENT

I HEREBY CERTIFY that all of the information herein is true and correct. I understand that this information is being given in connection with the receipt of Federal funds; that Department official may, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

Signature of *Sponsoring Organization Official*
(Owner, Board President, Dean, Pastor, etc.)

Title

Date

Signature on Behalf of the NM-CYFD Department

Title

Date

Agreement Number: _____

SECTION B

The Sponsor and the Department mutually agree that the sponsor will be approved for:

☐ Cash payment in Lieu of Commodities ☐ Advance payment ☐ Shifts

SECTION C

(ATTACH ADDITIONAL SHEETS IF NEEDED)

List all centers under sponsorship:

Name of Center	***Address/Location***

Completed this section -Go back to the LIST PAGE

Agreement Number:_____

State of New Mexico-CYFD/FNB Child and Adult Care Food Program

PERMANENT TRIBAL AGREEMENT

Legal Name of Sponsor:

_____

Telephone Number:

_____

Location and complete Address

_____

_____

Name of Sponsor official and title:

_____

SECTION A

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended and the Regulations governing the Child and Adult Care Food Program issued there under (7 CFR part 226) and Section 3 of the Child Nutrition Act of 1966 as amended, the New Mexico Children, Youth and Families Department (hereafter referred to as the "Department" and the sponsor whose name and address appear above agree as follows:

THE SPONSOR

REPRESENTS and warrants that it will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all homes or centers listed in Section C.

UNDERSTANDS and agrees that any publications by the Sponsor may be freely copied by the Department or by other sponsors under the Child and Adult Care Food Program.

HEREBY AGREES THAT (Nondiscrimination Clause) it will comply with the Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by he Regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 & 50), and FNS directives or regulations issued pursuant to that Act and the Regulations to the effect that, no person in the United States shall, on the ground of sex, age, handicap, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received state financial assistance from the Department and; hereby assures that it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use State property or interest in such property or the furnishing of services without consideration or at 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 applicant by the Department. This includes any State agreement, arrangement or any other contract which has as one of its purposes the provision of assistance such as food, food stamps, cash assistance for the purchase of food and cash assistance for purpose of rental of food service equipment, or any other financial assistance extended in reliance of the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE the applicant agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized NMCYFD Personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the USDA/FNS shall follow the following process to address any disputes or controversies:

ARBITRATION

(To be used only for agreements with Native American entities.)

SECTION ONE - Matters to be submitted to Arbitration:

All disputes and controversies of every kind and nature between the parties to this agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination of this agreement shall be submitted to arbitration pursuant to the procedure set forth herein.

SECTION TWO - Procedure:

A. Either party may demand such arbitration in writing, which demand shall include the name of the arbitrator appointed by the party demanding arbitration, together with a statement of the matter of controversy.

B. Within twenty (20) days after demand, the other party shall name its arbitrator, or in default of such naming, such arbitrator shall be named by the American Arbitration Association, and the two arbitrators so selected shall name a third arbitrator within twenty (20) days or, in lieu of such agreement on a third arbitrator by the two arbitrators so appointed, a third arbitrator shall be appointed by the Federal District Court for the District of New Mexico. In the event said Court fails to appoint a third arbitrator within thirty- (30) days of the request therefore, the American Arbitration Association shall make the appointment.

C. The arbitration costs and expenses of each party shall be borne by that party and all arbitrators' fees and other expenses shall be borne equally by both parties.

D. The arbitration hearing shall be held at such time and place as designated by the arbitrators on at least twenty (20) days' written notice to the parties.

E. An award rendered by a majority of the arbitrators appointed pursuant to this agreement shall be final and binding on all parties to the proceeding, and the parties hereto agree to be bound by such award.

F. As to any procedures regarding the conduct of the arbitration that are not specified either in this agreement or in another written signed in advance of the hearing, the parties shall follow the Commercial Arbitration Rules of the American Arbitration Association.

SECTION THREE - Arbitration as Bar to Suit:

A. The parties stipulate that the arbitration provisions of this agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or tribal court or before an administrative tribunal with respect to any controversy or dispute arising during the period of this agreement and which is arbitral as set forth in this agreement.

B. The arbitration provisions of this agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this agreement.

SECTION FOUR - Lack of Arbitrators' Authority to Modify Agreement:
Nothing contained in this agreement shall be deemed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this agreement.

SECTION FIVE - Enforcement:
Failure by either party to arbitrate any dispute pursuant to the procedure set forth herein when a demand to do so has been made by the other party or failure by either party to comply with the arbitration award shall amount to a material breach of this agreement and shall entitle the party who demands arbitration to cease performance of any obligation set forth in this agreement at the sole discretion of that party.

SECTION SIX - Non-Applicability of Uniform Arbitration Act
This agreement is not subject to enforcement under the Uniform Arbitration Act (NMSA 1978, Sections 44-7-1 through 44-7-22).

THE APPLICANT:
Further agrees to comply with Fed. Reg. 226.8, which address the circular A-110 and circular A-128 Single Audit Act. This assurance is binding on the applicant, its successors, transferees and assignees as long as it receives or retains possession of any assistance from the Department. The person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the applicant.

HEREBY UNDERSTANDS THAT the State has no financial obligation to the Sponsor if Federal monies are not available. All advance monies shall be repaid to the State at the end of the Federal fiscal year for which they were issued. Unearned monies shall be repaid to the State upon demand.

HEREBY as a Private Sponsor certifies receipt of compensation from amounts granted to the State under Title XX of the Social Security Act for at least 25 percent of its enrolled children during the month preceding application to the program and agrees that it shall not claim reimbursement for meals served in any month during which its Title XX children/adults are less than 25 percent of its enrolled children.

THE DEPARTMENT (For NMCYFD use only)
Shall terminate a sponsor's participation in the program by written notice whenever it is determined by the Department that the Sponsor has failed to comply with the conditions of the Program.

Shall inform the Sponsor of its right to request a review of decisions made by the Department, which affect the participation of a Sponsor in the Program or the Sponsor's claim for reimbursement.

THE CHILD AND ADULT CARE FOOD PROGRAM is approved to operate
(To be completed by the Department)

EFFECTIVE DATE: _____

The DEPARTMENT and the SPONSOR MUTUALLY AGREE to comply with and meet all responsibilities and requirement set forth in 7 CFR Part 226 Child and Adult Care Food Program Regulations and 8 NMAC 2.2.

CERTIFICATION STATEMENT

I HEREBY CERTIFY that all of the information therein is true and correct. I understand that this information is being given in connection with the receipt of State funds; that Department officials may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes.

_____	_____	_____
Signature of: Sponsor Official *(Tribal governor, Tribal official etc.)*	Title	Date
_____	_____	_____
Signature on Behalf of NM-CYFD Department	Title	Date

Agreement Number: _____

SECTION B

The Sponsor and the Department mutually agree that the sponsor will be approved for:

☐ Cash payment in Lieu of Commodities ☐ Advance payment ☐ Shifts

SECTION C

(ATTACH ADDITIONAL SHEETS IF NEEDED)

List all centers under sponsorship:

Name of Center	*Address/Location*

Completed this section -Go back to the LIST PAGE

Agreement Number: _____

CHILD AND ADULT CARE FOOD PROGRAM

NON-PRICING MEAL POLICY STATEMENT

_____, assures the New Mexico Children, Youth and Families
(Name of Sponsoring Organization)

Department, Family Services Division, Family Nutrition Bureau, Child and Adult Care Food Program, that all children in attendance will be offered the same meals at no separate charge without physical segregation of, or other discriminatory action against any child and adult because of race, color, age, national origin, sex, disability, or ability to pay and that there is no discrimination in the course of the food service. 7 CFR 226.23(b). This policy applies to all centers included in the Child and Adult Care Food Program Agreement.

Family income data will be maintained on all children and adults whose meals will be reported as free or reduced price and assure the New Mexico Children, Youth and Families Department that the children/adults meet the prescribed eligibility criteria. The family income scale prescribed by the Secretary of Agriculture will be used to make this determination.

1. _____
(Signature)

2. _____
(Sponsoring Organization or Center)

3. _____
(city and State)

4. _____
(Agreement Number)

5. _____
(Date)

For State Use Only

Approved:

_____
(Signature of CACFP State Director)

_____
(Date)

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Agreement Number: _____

Child and Adult Care Food Program

CERTIFICATE OF AUTHORITY

(Please Print or Type)

1. Sponsor Official- *(Owner, Board President, Dean, Tribal governor, Pastor, etc.)*

_____/_____ here, by certifies that
Name Title

2. Authorized Representative(s) *(Must be same as on Management Plan 4- (c)*

(a) _____/_____
Name Title

(b) _____/_____ is/are permitted to submit
Name Title

claim's and is/are designated as an authorized representative of.....

3. _____
(Name of Sponsoring organization, Address and Zip Code)

Authority is hereby, given the above Authorized Representative(s) to sign and submit claims on behalf of the sponsor to the New Mexico Children, Youth and Families Department, Prevention and Intervention Division, Family Nutrition Bureau, for the operation of the Child and Adult Care Food Program.

4. _____/_____
Signature of Sponsor Official Title of Official- *(owner, Board President, Dean, Pastor, Tribal governor, Tribal official etc.)*

5. (a) _____/_____
Signature of Authorized Representative Title

(b) _____/_____
Signature of Authorized Representative Title

6 _____
(Date)

Completed this page -Go back to the LIST PAGE

CHILD AND ADULT CARE FOOD PROGRAM
SAMPLE PUBLIC RELEASE STATEMENT

Agreement Number: _____

This is to be submitted to the News Media for publication.

It is required that each day care sponsor make available to the local information media a public release announcing the availability of free meals and that such meals are available to all in attendance without regard to race, color, age, national origin, sex or disability. Please submit to media the sample statement below. Fill in the sponsor or center name.

The _____ announces the sponsorship of the Child and Adult Care
(Name of Adult Day Care Center/Sponsor)

Food Program. All adults enrolled in an adult day care program will be offered the same meals with no physical segregation of, or other discriminatory action against any adult because of race, color, age, national origin, sex or disability. If you feel you have been discriminated against, write immediately to: USDA, Director, Office of Civil Rights, Room 326- W, Whitten Building, 1400 Independence Ave., SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). Adult participants enrolled in an adult day care program and who are members of food stamp households or who are SSI or Medicaid participants are automatically eligible for free benefits.

The _____ announces the sponsorship of the Child and Adult Care
(Name of Day Care Center/Sponsor)

Food Program. All children in attendance will be offered the same meals with no physical segregation of, or other discriminatory action against any child because of race, color, age, national origin, sex or disability. If you feel you have been discriminated against, write immediately to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave., SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD) Children who are members of FDPIR food distribution program in Indian reservation or food stamp households are automatically eligible to receive free meal benefits.

STANDARDS FOR DETERMINING ELIGIBILITY
(EFFECTIVE FROM JULY 1, 2007 TO JUNE 30,2008)

FREE MEALS				REDUCED PRICE MEALS			
HOUSEHOLD SIZE	YEAR	MONTHLY	WEEK	HOUSEHOLD SIZE	YEAR	MONTHLY	WEEK
1	13,273	1,107	256	1	18,889	1,575	364
2	17,797	1,484	343	2	25,327	2,111	488
3	22,321	1,861	430	3	31,765	2,648	611
4	26,845	2,238	517	4	38,203	3,184	735
5	31,369	2,615	604	5	44,641	3,721	859
6	35,893	2,992	691	6	51,079	4,257	983
7	40,417	3,369	778	7	57,517	4,794	1,107
8	44,941	3,746	865	8	63,955	5,330	1,230
For each additional Family member	+4,524	+377	+87	For each additional Family member	+6,438	+573	+124

Submitted to: _____ _____
(Name of News Media) (Date Submitted)

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CHILD AND ADULT CARE FOOD PROGRAM Agreement Number: _____

Letter to Households

Instruction: This letter must accompany the Income Eligibility Application

Dear Parent/Guardian,

_____ participates in the Child and Adult Care Food Program (CACFP)) administered by the
Name of Center

United States Department of Agriculture. Please help us comply with the requirements of the CACFP by completing, signing and returning the attached statement as soon as possible. This information is necessary to decide the level of CACFP reimbursement your family day care center is eligible to receive for the meals served to children in our program. This form will be placed in a file and treated as confidential information. All children in our program receive their meal free of charge, but the determination of eligibility category affects the amount of Federal funding received by us.

A foster child enrolled in our program who is the legal responsibility of a welfare agency or court may be certified as eligible for free meals regardless of your household income. Please refer to the instructions on how to complete the Income eligibility application form or contact us for additional information.

If your household currently receiving benefits under the Food Stamps Program or Food Distribution Program on Indian Reservations (FDPIR) on behalf of your child, then you need to only list either your Food Stamp or FDPIR case number. In addition, you must sign and date the statement at the bottom of the form. However, if a Food Stamp or FDPIR case number is not reported, you must have an adult complete the following items on the eligibility statement: the total current household income by source, names of all household members, the signature and social security number of an adult household member and the date the form was completed.

The Department of Agriculture defines a household as a group of related or unrelated individuals (not residents of a boarding house or an institution) who are living as one economic unit (i.e., sharing living expenses).

The income you report must be last month total gross household income listed by source, for each household member. If last months income does not accurately reflect your circumstances, you may provide a projection of your annual income, and you may use last year's income as a basis for making this projection if no significant changes have occurred. If your households' income is equal to or less than the amounts indicated for your households' size on the chart below, your provider may qualify for maximum reimbursement rates.

You are required to notify us if there is a change in household size or an increase in income, which exceeds $50.00 per month or $600.00 per year. If you list a Food Stamp or FDPIR case number, you must notify us when you no longer receive Food Stamps or FDPIR benefits for your child. Similarly, you should notify us if you become unemployed and the loss of income during the period of unemployment causes your family to be within the eligibility standards.

INCOME ELIGIBILITY GUIDELINES
REDUCED PRICE MEALS
(Effective) from July 1, 2007 to June 30, 2008)

HOUSEHOLD SIZE	ANNUAL	MONTHLY	WEEKLY
1	18,889	1,575	364
2	25,327	2,111	488
3	31,765	2,648	611
4	38,203	3,184	735
5	44,641	3,721	859
6	51,079	4,257	983
7	57,517	4,794	1,107
8	63,955	5,330	1,230
For each Additional family member	+6,438	+537	+124

The US Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, age, or disability. Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET center at (202) 720-26600 (voice and TDD).

To File a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

The Children, Youth and Families Department/Family Nutrition Bureau is the State Agency administering the Child and Adult Care Food Program in New Mexico, for any program assistance or information concerning the administration of the program, write to CYFD/Family Nutrition Bureau, P.O. Drawer 5160, 1422 Paseo de Peralta, Bldg. #2, Santa Fe, New Mexico 87502-5160 or call (505) 827-9961, 1-(800) EAT-COOL.

Thank you for your cooperation.

_____
Sponsors Representative

Need to Go back to SITE APPLICATION, have more than (1) site?

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Agreement Number: _____

CHILD AND ADULT CARE FOOD PROGRAM
COMPLIANCE WITH CIVIL RIGHTS QUESTIONNAIRE
ACT OF 1964

Please answer the following questions furnishing as much information and data as possible.
(Attach additional sheets if needed.)

1. Describe the procedure for serving meals to prevent discrimination to children/adults by race, color, age, national origin, sex, or disability. _____

2. Do you provide each household with an Income Eligibility Application and Letter to Household?
YES ☐ NO ☐ *-If no, explain.* _____

3. Does this procedure involve any consideration of race, color, age, national origin, sex, or disability?
NO ☐ YES ☐ *-If yes, explain.* _____

4. Furnish the racial composition of each day care center/facility under the sponsoring agency's Supervision: ***Please list actual number of children.***

Center Name	Actual Number of Children						TOTAL (CHILDREN) ENROLLED
	American Indian	Alaskan Native	Asian/Pacific Islander	Black	Hispanic	White	

5. Indicate below the method by which you derived the figures for question 4 (based on enrollment in your school district, observation of students, students's sur names, etc.) _____

6. From what geographical area do you draw your attendance? _____
a) Furnish the composition of the area served in percentages**.** (if estimates are used, please indicate the figures that are estimated) The Census Tract Data by county can be used. ☐ Estimated figures

(USE PERCENTAGES ONLY)

Geographical Area (County)	American Indian	Alaskan Native	Asian/pacific. Islander	Black	Hispanic	White

7. Does the location of the child care center/facility deny access to any person on the basis of race, color, age, national origin, sex, or disability? NO ☐ YES ☐ *-If yes, explain.* _____

8. Does the facility have a handicap access to areas such as, classrooms, cafeterias, dining rooms, or offices?
☐ YES ☐ NO
If no, please explain why not and plans to correct deficiency and estimate date of completion. _____

9. If sponsoring agency furnishes transportation, is it available to all children/adults regardless of race, color, age, national origin, sex, or disability? ☐ YES ☐ NO
-If no, explain. _____

10. If there are children/adults in attendance who speak a language other than English, do you employ bilingual employees in your cafeteria? ☐ YES ☐ NO
-If no, explain. _____

I 1. Describe the procedure to assure that minority populations have an equal opportunity to participate. What efforts are being used to contact minority and grassroots organizations about the opportunity to participate? _____

12. Does your organization provide parents or guardians of participants, program material which contains the non-discrimination statement and procedures for filing a complaint. ☐ YES ☐ NO
-If no, explain. _____

13. As a sponsoring agency, have any complaints or lawsuits been filed against you within the past three years, based on race, color, age, national origin, sex, or disability? ☐ YES ☐ NO
-If yes, please furnish dates, name of plaintiff or parties complaining and results. _____

14. Has any federal or state agency advised you that you were not in compliance with the Civil Rights Act of *1964* within the last three years? ☐ YES ☐ NO
-If yes, please furnish dates, name of plaintiff or parties complaining and results. _____

15. Has any federal or state agency denied you assistance because of non-compliance with the Civil Rights Act of *1964* within the last three years? ☐ YES ☐ NO
-If yes, please furnish details. _____

16. Do you currently have an application pending for federal assistance with any other federal agency?
☐ YES ☐ NO *-If yes, please furnish details such as agency, type of assistance, etc.* _____

17. Are you receiving assistance from any federal program, either directly or through another agency?
☐ YES ☐ NO *-If yes, please furnish details.* _____

18. If a civil rights compliance review has been conducted of your day care center/facility within the past two years, please furnish name of agency conducting review, date of review and results. _____

19. Will you agree to immediately notify the New Mexico Department of Children, Youth and Families, Prevention and Intervention Division, of any complaints or lawsuits concerning civil rights filed against the sponsoring agency or any of its day care center/facility, relative to the Child and Adult Care Food Program? ☐ YES ☐ NO

_____
Name of Sponsoring Organization

_____
Signature of Sponsor Representative

_____
Date

Completed this section -Go back to the LIST PAGE

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filling, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the state of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**

6. **Enter the name of the Federal agency making the award or loans commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Cost Guard.**

7. **Enter the Federal program name or description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number of grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid(IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

11. **Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).**

12. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**

13. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**

14. **Check the appropriate box(es). Check all the boxes that apply. If payment, specify nature.**

15. **Provide a specific and detailed description of the services that the lobbyists has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contracted or the officer(s), employee(s), or Member(s) of Congress that were contracted.**

16. **Check whether or not a SF-LLL-A Continuation sheet(s) is attached.**

17. **The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

Public reporting burden for this collection of information is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspects of this collection of information. Including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Agreement Number: _____

Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ **a. contract** **b. grant** **c. cooperative agreement** **d. loan** **e. loan guarantee** **f. loan insurance**	**2. Status of Federal Action:** ☐ **a. bid/offer/application** **b. initial award** **c. post-award**	**3. Report Type:** ☐ **a. initial filing** **b. material change** **For Material change Only:** **year____ quarter_____** **date of last report_____**

4. Name and Address of Reporting Entity: ☐ **Prime** ☐ **Subawardee** **Tier_____ if known:** **Congressional District, if known:** _____	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number, if applicable:** _____
8. Federal Action Number, if known:	**9. Award Amount, if known:** _____
10. **a. Name and address of Lobbying Entity (if individual, last name, first name, MI):**	**b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):**

(attach continuation Sheet(s) SF-LLL-A, if necessary)

1 1. Amount of Payment (check all that apply): $_____ ☐ **actual** ☐ **planned**	**13. Type of Payment (check all that apply):** ☐ **a. retainer** ☐ **b. one-time fee** ☐ **c. commission** ☐ **d. contingent fee** ☐ **e. deferred** ☐ **f. other; specify:**_____
12. **Form of payment (check all that apply):** ☐ **a. cash** ☐ **b. in-kind; specify:** **nature**_____ **value**_____	

14. **Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in item 11:**

(attach continuation Sheet(s) SF-LLL-A if necessary)

15. **Continuation Sheet(s) SF-LLL-A attached:** ☐ **Yes** ☐ **No**

16. **Information requested through this form is authorized by title 31, U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproductions Standard Form** - LLL

Agreement Number: _____

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding **$100,000** in Federal Funds. (if not applicable, do not sign)

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 such failure.

The undersigned 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 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.

(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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $1 00,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

_____

_____

_____

Name/Address of Organization

_____

Name FNS Grant/Cooperative Agreement

_____

Name/Title of Submitting Official

_____

Date

_____

Signature

Completed this section -Go back to the LIST PAGE

Agreement Number: _____

Contract Agreement for CACFP Vended Meal Service

Provisions and Conditions for off site meal preparation and delivery

I. Involved Parties;

This agreement is entered into between;

_____
Food Service Management Company (Vendor)

_____ _____
(Address/Location) (Contact Person)

_____
Telephone Number

and _____
Independent Child Care Center or Sponsor of Child Care Centers (Center)

hereafter referred to as the Vendor and the Center.

II. Rates and Payment Provisions

The Vendor hereby agrees to furnish meals (inclusive/exclusive) of milk to the Center for the rates listed below:

Breakfast	**$** _____ each	**Lunch**	**$** _____ each
Snack	**$** _____ each	**Supper**	**$** _____ each

Approximately _____ meals will be required for each day of service.
A monthly bill for the total number of meals ordered and received will be sent by the Vendor to the Center by the _____ of each month. Payment is due to the vendor _____.

[In accordance with CFR 226.6 (i)(7)]
Payment shall not be made to the vendor for; meals which are delivered outside of the agreed upon delivery time, meals which are spoiled or unwholesome at the time of delivery or do not otherwise meet the meal specification requirements contained in the contract.

III. Specifications

[In accordance with CFR 226.6 (i)(6)]
The vendor shall operate in accordance with current USDA Child and Adult Care Food Program regulations.

[In accordance with CFR 226.6 (i)(4)]
Meals delivered shall conform to a Cycle Menu (Please Attach copy) upon which the bid was based and to menu changes agreed upon in writing by both the center and the vendor.

[In accordance with CFR 226.6 (i)(10)]
All meals and snacks must conform to the State of New Mexico and the USDA Child and Adult Care Food Program requirements of CFR 226.20 and in nutritive value and content, required components and minimum quantities as specified in Attachment B (Meal pattern requirements/ creditable foods).

[In accordance with CFR 226.6 (i)(3)]

All meals and snacks must be prepared in a kitchen operating with a current passing certification inspection (Please Attach copy) from the State of New Mexico Environmental Department or have other local or Federal health certification. Health and sanitation conditions are to be met by the vendor at all times. All meals and snacks must be prepared under sanitary conditions and held, as well as delivered to the Center at proper temperatures to prevent food borne illness. Meals are to be made available upon request to New Mexico CYFD/FNB state agency staff for periodic inspection by the local heath department or an independent agency to determine if bacteria levels conform to the levels which may be present in meals prepared or served by other establishments in the locality. The results of these inspections shall be submitted to the center and the state agency.

[In accordance with CFR 226.6 (i)(11)]

All main meals delivered for out-side school hours care centers shall be unitized with or without milk, unless an exemption is granted by the state agency. For other facilities the state agency may require unitization if there is evidence which indicates that it is necessary to insure compliance with CFR 226.20

IV. Ordering and Delivery Procedures

[In accordance with CFR 226.6 (i)(1)]

The following facilities which have been approved for participation in the CACFP are to have meals delivered to each location, each day, as specified.

Facilities	*Number of Meals*	*Delivery time*
_____	_____ Breakfasts	_____
_____	_____ Lunches	_____
_____	_____ Snacks	_____
days of the week; S M T W T F S	_____ Suppers	_____
_____	_____ Breakfasts	_____
_____	_____ Lunches	_____
_____	_____ Snacks	_____
days of the week; S M T W T F S	_____ Suppers	_____

[In accordance with CFR 226.6(i)(8)]

Meals shall be delivered in accordance with the delivery schedule described in the contract unless changes are agreed to by both parties in writing.
Deliveries may be made and will be accepted up to _____ minutes prior to, and/or _____ minutes after the delivery time specified and still be considered within the contracted delivery time.

[In accordance with CFR 226.6(i)(9)]

Increases or decreases in the number of meals ordered may be made by the center as needed by submitting a change order for the number of meals required for the next day of service, to the delivery person at the time of current day delivery or by calling the vendor's office with at least _____ hours of prior notice.

V. Record Keeping

[In accordance with CFR 226.6 (i)(2)]

The vendor shall maintain such records (supported by invoices, receipts, or other evidence) as the institution will need to meet it's responsibilities under CFR 226.6(i) and shall promptly submit invoices and delivery reports to the center no less frequently than monthly.

[In accordance with CFR 226.6 (i)(5)]

The books and records of the vendor pertaining to the institution's food service operation shall be available for inspection and audit by representatives of; The State Agency, The USDA or The US General Accounting Office at any reasonable time and place, for a period of three years from receipt of final payment under the contract, or in cases where an audit requested by the State agency or USDA remains unresolved, until such time as the audit is resolved.

Meal service transporting equipment, containers and utensils will be provided by _____ and will be cleaned and sanitized on a daily basis by _____.

The center assumes ultimate responsibility as a sponsoring organization for the Child and Adult Care Food Program, and for the accuracy of all records and compliance with Federal and State Regulations. The vendor agrees to immediately correct any areas of noncompliance brought to their attention by the Center and/or State agency or USDA representatives. The center shall be responsible for processing it's own Income Eligibility Applications and for any over claim resulting from improperly categorized applications, meal counting errors or other over claims.

VII Contract Effective Period

This agreement shall be effective as of _____ (Date) and shall remain in effect until _____ (Date). Termination of this contract can occur with _____ days of written notice given by either party. Modifications may occur at any time when agreed to by both parties in writing.

IN WITNESS WHEREOF, The aforementioned parties have executed this agreement on the dates indicated below:

_____	_____	_____
Representative for the Child Care Center or Sponsoring Organization	Title	Date
_____	_____	_____
Representative for the Food Service Management Company (Vendor)	Title	Date

Need to Go back to SITE APPLICATION?

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Agreement Number: _____

CERTIFICATION OF ELIGIBILITY OF PROPRIETARY "FOR PROFIT" CENTERS

****

In accordance with Section 226.2 (Definitions); Proprietary "for-profit" centers are required to meet a 25 percent threshold during the calendar month preceding initial application or annual reapplication for Program participation and for each month reimbursement is claimed for meals served.

In accordance with section 226.15(6) a proprietary center must provide documentation that;
1.) It provides non-residential day care services for which compensation is received under Title XX of the Social Security Act, for not less than 25 % of the enrollment or licensed capacity (whichever is less) for every month claimed for reimbursement
OR
2.) That not less than 25 % of enrollment or licensed capacity (whichever is less) have been documented as eligible for free or reduced price meals under USDA guidelines for every month claimed for reimbursement.

Sponsoring Organizations shall provide documentation and certification for each Proprietary Center under their jurisdiction. Centers must meet at least one of the criteria to qualify to participate and may not combine the two eligibility criteria to meet the 25 % threshold for an individual claim.

Proprietary sponsors shall provide a copy of their state identification number filed with the Department of Taxation and Revenue. **(See Reminder Page)**

The Sponsoring Organization's representative, certifies that each private for profit child or adult care center under its auspices; receives compensation from amounts granted to the State under Title XX of the Social Security Act, or has documented eligibility for free or reduced price meals according to USDA guidelines, for at least 25 % of its enrolled children/adults or licensed capacity, during the month preceding application to the Program.

The Sponsoring Organization agrees not to claim reimbursement for meals served in any ''For Profit Center'' for any month during which the center fails to meet the 25 % threshold of it's enrolled children/adults or licensed capacity (whichever is less). The Sponsor agrees to send a list of eligible participants with each claim.

_____
Signature on Behalf of Sponsoring Organization

_____
Title

_____
Date

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Print

Child and Adult Care Food Program
Family Nutrition Bureau
Pre-approval Visit Form for Sponsors

1. Center Name:_____

   Address: _____

   Telephone:_____

2. Licensed capacity:_____ Expiration date: _____

3. Total number of Children enrolled: _____ Number in attendance: _____

4. Type of meal service: ☐ Breakfast ☐ AM snack ☐ Lunch ☐ PM snack ☐ Supper

5. Time(s) of meal service: _____

6. Average number of meals served:_____

7. What food preparation and service equipment is available?_____

   _____

8. Is this equipment adequate to prepare, store, and serve the necessary meals? ☐ Yes ☐ No
   If no, explain_____

9. Have record keeping requirements been explained to and discussed with the center personnel? ☐ Yes ☐ No
   If no, explain_____

10. Is the center staff willing to and able to maintain the required records daily?
    ☐ Yes ☐ No
    If no, explain_____

_____ _____
Signature of Sponsoring Organization Representative Date

_____ _____
Signature of Center Director Date

Office of the Governor
Pueblo of
Route Box 3
Santa Fe, New Mexico

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November 14, 2005

Cesar Uriate,
Bureau Chief Family Nutrition Bureau
CYFD/

Santa Fe, NM 87502

Sample Copy Only

Dear Mr. Uriate,

In Accordance with State and Federal regulations 226.6 (d) (2) ii, the Pueblo of will comply with regulations for participation, administrative review, staffing, non-discrimination, safety, sanitation, and meal requirements.

The Pueblo of will submit health and sanitation permits issued by the Indian Health Services.

CERTIFICATION

For Tribal standards governing the approval of a Child and Adult Care Center.

I, _____ Governor of the Pueblo of , certify that the Pueblo Head Start/Center is in compliance with regulations as stated in the Federal Regulations 226.6 (d)(2) ii of the Head Start Standards. I further certify that standards will be reviewed annually and copies of safety/sanitation permits will be followed to the State Agency as required. I grant permission and take full responsibility for the Pueblo of Head Start Program to operate on Indian Land.

_____ _____
, Governor Date