

PERMANENT AGREEMENT

Legal Name of Institution (*The Sponsor*) _____

Name and Title of Organization Official _____

Physical Address _____

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 to the following stipulations and provisions:

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 sponsored facilities. The sponsor 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 (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). DOJ (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 race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant received financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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 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 in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient or any improvements made with Federal financial assistance extended to the program applicant by USDA. This includes any Federal agreement, arrangement or any other contract which has as one of its purposes the provision of cash assistance for the purchase of food and cash assistance for purchase or rental of food service equipment, or any other financial assistance extended in reliance 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 nondiscrimination laws & permit authorized NM-CYFD & USDA personnel during normal hours of operation to review all such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws & 7CFR 226; If there are any violations of this assurance the USDA/FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees as long as it received assistance or retains possession of any assistance from the department. The person or persons below are authorized to sign this assurance on behalf of the applicant. The applicant further agrees to comply with all Federal Regulations pertaining to the program including 7 CFR226.8 which addresses Super-circular 2CFR 200 Subpart F- Audit Requirements.

The Sponsoring organization or independent center agrees that the state of New Mexico has no financial obligation to the sponsor or sponsored facilities if federal funds are not available. All advance monies shall be repaid to the state by the end of the federal fiscal year for which they were issued. Unearned money shall be repaid to the state on demand.

If the organization is a private for profit sponsor, certifies that compensation from amounts granted to the state under Title XX of the Social Security Act are for at least 25% of its enrolled participants during the month preceding application to the program and agrees to not claim reimbursement for meals served in any month during which Title XX or Free & Reduced participants are less than 25% of enrolled population.

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.

The Department 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 affect the Sponsor's claim for reimbursement.

The Department and 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

The sponsor is approved to operate the Child and Adult Care Food Program EFFECTIVE: _____

Date

SECTION B CERTIFICATION STATEMENT

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

Signature of Sponsoring Organization Official

Title

Date

Signature on behalf of NM- CYFD

Title

Date