



The Wisconsin Department of Public Instruction ("DPI") and the Institution covenant and agree as follows:

1. DEFINITIONS

- a. Unless otherwise specified, all terms used in this Agreement have the meaning given to them under 7 C.F.R. § 226.2.
- b. "Program" means the Child and Adult Care Food Program (CACFP) authorized by section 17 of the Richard B. Russell National School Lunch Act, as amended, and implemented under 7 C.F.R. part 226.
- c. "Program Requirements" means the requirements that govern the Institution's participation in the Program, as specified in the following: Program regulations issued by the United States Department of Agriculture (USDA), including 7 C.F.R. part 226; all instructions, handbooks, and guidance issued by the USDA to clarify, interpret, or explain Program regulations; and all instructions, handbooks, and guidance issued by the DPI to clarify, interpret, or explain Program regulations.

2. TERM

- a. This Agreement shall be effective on the date the DPI approves the Institution's application.
- b. This Agreement shall remain in effect until it is amended by the DPI or it is terminated by either party.

3. AMENDMENT AND TERMINATION

- a. The DPI may unilaterally amend the terms of this Agreement upon written notice to the Institution. The Institution may propose amendments to the DPI. Amendments proposed by the Institution will not be effective unless DPI provides written acceptance of these amendments to the Institution. By continuing to operate in the Program after an amendment to the Agreement, the Institution agrees to comply with the amendment. If the Institution cannot or will not comply with the amendment, the Institution shall terminate its participation in the Program immediately.
- b. The Institution may terminate this Agreement by providing ten (10) days advance written notice to the DPI.
- c. The DPI shall propose to terminate this Agreement if any of the following occur:
 - i. The Institution has committed one or more serious deficiencies in its administration of the Program and has failed to fully and permanently correct the serious deficiencies within the time allotted and to the DPI's satisfaction following issuance of a notice of serious deficiency.
 - ii. State or local health or licensing officials have cited the Institution for serious health or safety violations.

4. CONFLICT

- a. In the event that there is a conflict between this Agreement and Program Requirements, including 7 C.F.R. part 226, the Program Requirements shall govern.

5. DPI'S RESPONSIBILITIES

- a. The DPI shall reimburse the Institution to the extent of available funding appropriated for CACFP purposes, in connection with meals served to participants at a Facility for the duration of this Agreement. The amount of reimbursement for meals shall not exceed the amount equal to the number of meals, by type, served to participants multiplied by the rate assigned by the DPI. The DPI may change rates of reimbursement for Institutions as necessary to reflect changes in the enrollment at the program level or changes in rates authorized by USDA.

6. INSTITUTION'S RESPONSIBILITIES AND CERTIFICATIONS

- a. To qualify for reimbursement under this Agreement, in conducting the food service at the Facility, the Institution shall:
 - i. Operate a nonprofit food service using all the income earned solely for the operation or improvement of such service, except such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings.
 - ii. Ensure the Facility that operates underneath the Institution's sponsorship complies with all Program Requirements.
 - iii. Reimburse an unaffiliated (legally distinct from the Institution) Facility that operates underneath the Institution's sponsorship, if any, using a rate and method approved by the DPI.
- b. The Institution shall comply with all Program Requirements. By continuing to participate in the Program after any changes to Program Requirements, the Institution agrees to comply with such changes. If the Institution will not or cannot comply with such changes, the Institution may self-terminate this Agreement by providing ten (10) days advance written notice to the DPI.
- c. The Institution's key staff, as defined and determined by the DPI, shall attend annual program training. The Institution shall maintain documentation on file to demonstrate that the Institution has met this requirement.
- d. Assurance of Civil Rights Compliance. The institution hereby agrees that it will comply with:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);

- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. 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), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 a nominal consideration, or at a consideration that 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 Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that 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 on the representations and agreements made in this assurance.

By accepting this assurance, the institution agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the institution, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this agreement-policy statement are authorized to sign this assurance on behalf of the institution.

- e. The Institution certifies that:
 - i. The Institution is the governing body responsible for one or both of the following:
 - 1. The administration of the Facility.
 - 2. The Institution to which the Facility have delegated authority for the operation of their food service.
 - ii. The Institution accepts final financial and administrative responsibility for the management of a proper, efficient, and effective food service.
 - iii. The Institution will comply with all Program Requirements, including all requirements under 7 C.F.R. part 226.
 - iv. The Institution understands that the DPI, the USDA, and other state or federal officials may make announced or unannounced reviews of the Institution's operations during the Institution's normal hours of child or adult care operations, and that anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
 - v. Neither the Institution nor any of its principals have been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstructing justice, or any other activity indicating a lack of business integrity as defined by the DPI.
 - vi. During the past seven years, neither the Institution nor any of its principals have been declared ineligible to participate in any publicly funded program by reason of violating that program's requirements.

- vii. The Institution is in compliance with audit requirements stated in 2 C.F.R. part 200 subpart F.
- viii. The information on this Permanent Agreement and all related attachments is true and correct. The Institution understands that this information is being provided in connection with receipt of federal funds and deliberate misrepresentations may result in civil and criminal penalties, including prosecution under state or federal law and placement on the National Disqualified List.
- ix. The undersigned Authorized Representative is duly authorized and empowered to execute and deliver this Agreement on behalf of the Institution and to bind the Institution to the terms and conditions of this Agreement.

POLICY STATEMENT FOR MEALS SERVED

The Institution assures the Wisconsin Department of Public Instruction that the policy herein stated will be uniformly applied and implemented for all participating sites (including emergency shelters, at-risk afterschool care centers, and sponsoring organizations of emergency shelters, at-risk afterschool care centers, and day care homes) under its jurisdiction and that all participants are served the same meals at no separate charge regardless basis of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability and that there is no discrimination in the course of the food service.

This statement shall assure that there will be no identification of children in day care homes in which meals are reimbursed at both the tier I and tier II reimbursement rates, and that the sponsoring organization will not make any free and reduced price eligibility information concerning individual households available to day care homes and will otherwise limit the use of such information to persons directly connected with the administration and enforcement of the Program.

If a separate charge is made for food service benefits, contact the department immediately for the proper Policy Statement.

[This institution is an equal opportunity provider.](#)