



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. The Institution shall comply with all requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the USDA's regulations concerning nondiscrimination (7 C.F.R. parts 15, 15a, and 15b) and FNS Instruction 113-1, including requirements for race and ethnic participation data collection, public notification of the nondiscrimination policy, and reviews to assure compliance with such policy, to the end that no person may, 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 be otherwise subjected to discrimination under the Program.
- 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.

This institution is an equal opportunity provider.