

Nevada Department of Education
Office of Child Nutrition and School Health
CHILD AND ADULT CARE FOOD PROGRAM
PERMAMENT AGREEMENT

09/2011

Instructions: Complete, sign, and return two copies to the Nevada Department of Education, Office of Child Nutrition and School Health. Upon approval, the State Agency will return one signed original copy to you for your files. The provisions automatically renew each year, contingent upon the State Agency approval of updated application information. Failure to comply with established due dates for all application information may result in a lapse of claiming privileges or termination from the program.

Name of Institution:	City of Las Vegas Safekey			
Physical Address:	1651 S Buffalo Drive	Las Vegas NV	89117	USA
	Street	City/State	Zip Code	County
Mailing Address:	400 Stewart Avenue, 2 nd Floor	Las Vegas NV	89101	USA
	Street/PO Box	City/State	Zip Code	County
Telephone #:	702-229-3399		Fax #:	702-382-6946

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 (CACFP) issued there under (7 CFR Part 226) and (Section 3) of the Child and Nutrition Act of 1966 as amended, the Nevada Department of Education [hereafter referred to as the State Agency (SA)] and the Institution whose name and address appear above agree as follows:

GENERAL CONDITIONS:

1. Any child care center, Head Start center, outside-school-hours center, youth development center, at-risk afterschool center, emergency shelter, adult day care center or day care home sponsor listed in the initial Application and Annual Information Updates approved by the SA, shall be a part of this Agreement.
2. The SA's Agreement to reimburse the Institution is contingent upon continued availability of Federal funds appropriated for the Child and Adult Care Food Program. No legal liability on the part of the SA for payment shall arise unless and until such appropriations have been approved. Meal reimbursement for renewing Institutions for any month(s) preceding application approval is contingent upon submitting required application forms and documentation to the SA by the due date established each fiscal year.
3. Terms of the Agreement may be modified only by written consent of the Institution and SA. The Institution shall be given written notice in advance of the effective date of an amendment.
4. Describing the Agreement as "permanent" is intended solely to convey that the Agreement has no predetermined expiration date and does not need to be renewed. Such Agreements may be amended as necessary to ensure compliance with all federal requirements. The Agreement may be terminated by the SA and Institution or by the SA for reasons of cause if the Institution fails to adhere to Program requirements as outlined in CACFP Regulation 7 CFR 226 and Food and Nutrition Service (FNS) Instructions and Office of Management and Budget (OMB) Circulars. No termination, suspension or expiration of this Agreement shall affect the obligation of the Institution to maintain records and to make such records available for audit.
5. Failure to comply with established due dates for all Application and renewal information will result in lapse of claiming privileges and/or discontinuation from the CACFP.
6. The Institution has the right to appeal decisions made by the SA that affect their participation in the program or claim for reimbursement.
7. The SA, the United States Department of Agriculture (USDA), and other State or Federal officials have the right to make announced or unannounced reviews of Institution operations during their normal hours of child or adult care operations and that anyone making such review must show photo identification that demonstrates that they are employees of one of these entities.
8. Without waiving the limitations set forth in NRS Chapter 41, the Institution shall indemnify and hold the SA, its agency and employees, harmless from any loss, cause of action, liability, attorneys' fees or claim for damages or injury to persons or property arising out of the performance of this Agreement to the extent such liability, loss, or claims are caused by the result of the negligent or intentional acts or omissions of the Institution, its agents or employees.

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AG 1

OCT 26 2011

CHILD NUTRITION AND
SCHOOL HEALTH

THE INSTITUTION AGREES TO:

Governance and Fiscal

1. Comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226 (CACFP Regulations) and any other USDA-CACFP issued instruction, policy or guidance.
2. Show proof of federal tax exempt status at time of application. (For non-profit organizations only.)
3. Accept final administrative and financial responsibility to operate a non-profit food service program for total CACFP operations at all sites for which application has been made.
4. Comply with all state and local sanitation and health laws and regulations by maintaining proper standards of storage, preparation and service of food.
5. Assure that all participants are served the same meal at no separate charge regardless of race, color, national origin, sex, age, or disability and that there will be no discrimination in the course of the food service.
6. Submit claims for reimbursement to the SA according to the SA financial management policies.
7. Claim reimbursement only for meals served to enrolled and eligible CACFP participants.
8. Claim no more than two meals and one snack or two snacks and one meal per participant per day (except at At-Risk After School programs and Emergency Shelters; see page 4).
9. Prepare and/or order meals with the intent of serving no more than one meal per participant per meal service.
10. With NDE prior-approval, claim second meals only if the meals are served as complete meals with all required meal components. Reimbursement for complete second meals will be calculated at no more than 10% of the month's allowable meal count for each meal type. Second meals cannot be claimed for infant meals or meals served family style.
11. Allow representatives from the SA, USDA, USDA Office of Inspector General, and the Government Accountability Office to observe program operations and make records available to them for review or audit during hours of operation.
12. Comply with Audits of State and Local Governments and Non-Profit Organizations 7 CFR Part 3052, if during the Institution's fiscal year Federal funds expended from all programs total \$500,000 or more.
13. Make corrections identified in program reviews or audits within the specified time period and send verification to the SA as requested.
14. Return identified overpayments as required to the SA according to an approved repayment schedule.
15. Understand and agree any publication prepared by the Institution using CACFP monies, including copyrighted materials, may be freely copied by the SA or other CACFP participating Institution via the Uniform Federal Assistance Regulations, 7 CFR 3015.175(b).
16. Abstain from using Federal funds to lobby Congress or any Federal agency.
17. Inform parents or guardians of children enrolled in CACFP facilities about the program and its benefits.

Application

18. Submit to the SA all documents for approval and renewal of the Agreement and Application as specified by the SA.
19. Maintain current licensing or approval or applicable health and safety inspections/permits/exemptions.
20. Provide the SA with immediate notification of any change in the program, including but not limited to change in owner, designated official responsible for oversight, license, or loss of records.
21. Obtain SA approval for any new site or program type prior to initiating CACFP operations.
22. Serve meals that meet nutrition requirements as specified in 7 CFR 226.20 and accept responsibility for monitoring meal service to ensure the meals conform to all requirements.
23. Record meal counts at the time of each meal service (point of service).

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24. Follow procedures specified by regulations and appropriate FNS Instructions and OMB Circulars for procurement of food, equipment, and supplies.
25. Submit CACFP meal vendor contract(s) to the SA for approval before beginning program operations under the contract. (For vended programs only.)
26. Obtain supplies for meals prepared on site or at a central kitchen at the best price by comparison shopping several sources or formal bid process.
27. Ensure all sites have the capacity and facilities to manage meal service as required by the expected number of participants.

Records and Personnel Management

28. Maintain copies of menus for all meals for which reimbursement will be claimed.
29. Provide adequate supervisory and operational personnel to manage the CACFP.
30. Provide and document that training in CACFP procedures and responsibilities is given to staff at site(s) before beginning CACFP program operations. Document that additional CACFP training is provided at least once annually and that new designated officials complete online training, "Introduction to the CACFP" within 60 days.
31. Maintain complete and accurate records as required and prescribe by the SA for the CACFP and allow easy access to records for announced or unannounced on-site reviews.
32. Maintain records for three past fiscal years plus the current year, or until final resolution of any outstanding reviews or audits.

THE MULTI-SITE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Disperse CACFP payments from the SA to sites under its jurisdiction within five working days when sites are responsible for payment of own food service costs.
2. Retain no more than 15 percent of CACFP reimbursement for administrative expenses. (This does not apply to Day Care Home Sponsors and Independent Centers.)
3. Conduct and document pre-operational visit to each new site to verify the proposed food service is within the capability of the facility.
4. Certify all centers/sites under this agreement have the same legal identity, or for private non-profit Sponsors only, complete and submit the separate entity agreement to the SA if meals are claimed for a site or facility the Institution does not own.

Conduct and document monitoring reviews of food service operations to assess compliance with meal pattern, record-keeping, and other CACFP requirements.

- A. Reviews of sponsored centers: Reviews must be made at least three times each year at each center. In addition:
 - (a) at least two of the three reviews must be unannounced;
 - (b) at least one unannounced review must include observation of a meal service;
 - (c) at least one review must be made during the center's first four weeks of Program operation; and
 - (d) not more than six months may elapse between reviews.

THE PRIVATE FOR-PROFIT INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Certify that during the month preceding the initial application or reapplication, all private, for-profit adult day care centers under its auspices received compensation through grants to the state under Title XIX or Title XX of the Social Security Act for at least 25 percent of the adults enrolled in care. (adult day care only)
2. Certify that during the month preceding the initial application or reapplication, all private, for-profit child care centers under its auspices received compensation from Title XX of the Social Security Act or free and reduced-price income statements for at least 25 percent of the children (enrolled or licensed capacity). (child care only)
3. Claim reimbursement for meals served in any private, for-profit center for any month during which the center received Title XIX or Title XX compensation for not less than 25 percent of enrolled participants. (adult day care only)

4. Claim reimbursement for meals served at any private, for-profit center for any month during which the center received Title XX compensation or free or reduced price income statements for not less than 25 percent of children (enrolled or licensed capacity). (child care only)
5. Certify all facilities under this agreement have the same legal identity as the Institution.

THE AT-RISK AFTERSCHOOL INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Provide educational or enrichment activities, such as arts and crafts, homework assistance, life skills and computer or remedial education, in a structured, organized, and supervised environment.
2. Locate the site in the attendance area served by a school where at least 50 percent of enrolled children are certified for free and reduced-price meals.
3. Operate the program after the school day has ended within the regular school year including weekends, holidays, and breaks, except summer break. Sites located in an attendance area of a year-round school may operate and claim meals in the CACFP on a year-round basis.
4. Claim reimbursement for a maximum of one snack and/or one meal, per participant, per day.
5. Claim meals and snacks for all participants through 18 years of age at the free rate. However, if a student's nineteenth birthday occurs during the school year, reimbursement can be claimed for snacks served to that student during the remainder of the school year. Reimbursement may also be claimed for individuals, regardless of age, who are determined by the SA to be mentally or physically disabled.

THE EMERGENCY SHELTER INSTITUTION AGREES TO:

Governance and Fiscal

1. Claim reimbursement for meals or snacks only for children who are shelter residents.
2. Provide meals with the intent of serving no more than three meals or two meals and one snack or two snacks and one meal per child per day.
3. Provide and document all required components if infant meals are served in private family shelter quarters.

Records and Personnel Management

1. Maintain daily roster of children receiving meals, total meal counts by types and numbers of non-program meals.

THE ADULT CARE SERVICE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

1. Claim meals for adult participants who are functionally impaired or 60 years of age or older.
2. Exclude from claims any meals for which Title III-C funds of the Older Americans Act are received.

THE DAY CARE HOME SPONSORING ORGANIZATION ALSO AGREES TO:

Governance and Fiscal

1. Claim meals for the provider's own or residential children only when income eligibility for program benefits has been documented and all other meal eligibility requirements are met.
2. 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 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.
3. Charge no fee to the provider for CACFP administrative services.
4. Review child care homes. Reviews must be made at least three times each year at each day care home. In addition:
 - (a) at least two of the three reviews must be unannounced.
 - (b) at least one unannounced review must include observation of a meal service.
 - (c) at least one review must be made during the day care home's first four weeks of Program operation.
 - (d) not more than six months may elapse between reviews.

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THE STATE AGENCY AGREES TO:

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1. Comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, CACFP Regulations and any other USDA-CACFP issued instruction, policy or guidance.
2. Provide technical and supervisory assistance to Institutions.
3. Reimburse child care centers, Head Start centers, outside-school-hours centers, youth development centers, at-risk afterschool centers, emergency shelters and adult care centers for meals based on a blended per meal rate of reimbursement. This is determined annually by multiplying the reimbursement rate for each category (free, reduced-price, above scale/no information) by the percentage of enrolled participants in each category.
4. Reimburse day care home sponsors for administrative costs according to the current administrative rates.
5. Promptly investigate complaints received or irregularities noted in connection with operating the CACFP and take appropriate action to correct irregularities.
6. Conduct periodic CACFP Program reviews of Institution; including site visits to assure compliance with 7 CFR 226, Nevada Revised Statutes and SA policies.
7. Issue a public media release annually in areas from which the agency draws participants to announce the availability of CACFP meal benefits.

Application

8. Process the Application, including this Agreement, for approval and renewal within 30 days of receiving a complete application.
9. Review Institution documents to ensure compliance by child care centers, Head Start centers, outside-school-hours centers, youth development centers, at-risk afterschool centers, emergency shelters, adult day care centers, and day care home providers with licensing and approval requirements.
10. Conduct pre-operational reviews before approving new Institutions to participate in the CACFP.

CIVIL RIGHTS

In addition to the Civil Rights information and responsibilities referred to in the sponsor application, the Institution must:

1. Ensure all forms of communication and printed materials describing meal preparation and service or CACFP benefits include the following CACFP nondiscrimination statement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

2. In a place used by the general public, prominently display at the Institution's main office and at all sites (except day care homes), the "And Justice for All" nondiscrimination poster.
3. On request, make available (to the public and to potential and current participants) CACFP requirements and the complaint filing procedure in English and the second most used language.

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NON DISCRIMINATION CLAUSE

THE PROGRAM APPLICANT HEREBY AGREES that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, and all requirements imposed by the regulations of the Department of Agriculture (7CFR part 15, 15a and 15b), hereinafter collectively referred to as "Civil Rights Requirements" to the effect that no person in the United States shall on the grounds 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 program applicant received Federal financial assistance from the Nevada Department of Education and HEREBY GIVES ASSURANCE that it will take any measure necessary to effect 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 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 program applicant by the Nevada Department of Education. This includes any Federal rental of food service equipment or any other financial assistance agreement, arrangement or 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 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 reports as required to permit effective enforcement of Civil Rights Requirements and permit authorized United States Department of Agriculture (USDA) personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Civil Rights Requirements. If there are any violations of this assurance, the Department of Agriculture Food and Nutrition Service 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 the Nevada Department of Education. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Institution.

CERTIFICATION STATEMENT

The Institution understands the Child and Adult Care Food Program must be administered in accordance with the Agreement and conditions of the initial Application, annual updates and renewals, Child and Adult Care Food Program Regulations 7CFR Part 226, and State Agency policies.

PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by the Institution before this Agreement is effective or after it ceases to be effective are performed at the sole risk of the Institution.

Owner or Designated Official: The individuals signing as the designated official have authority to commit the organization and SA to legal and binding agreements.

The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

As the Institution representative, I HEREBY CERTIFY all information included in this agreement is true and correct. I understand that the information is given in connection with the receipt of Federal funds, that the Nevada Department of Education and USDA officials may verify information, and that deliberate misrepresentation will subject me to prosecution under applicable state and Federal criminal statutes.

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Only for Institutions with Board of Directors including Corporations:

Name of Governing Board Member
certified that during a meeting held in Las Vegas, NV on October 19, 2011
City and State Date of Meeting

_____ and the Nevada Department of Education, for the purpose of participating in the Child and Adult Care Food Program until one or both parties terminate the agreement as noted in Board minutes.

Stephen K. Harsin was designated by the Governing Board to sign and execute the

Name of Designated Official	Date of Birth
Agreement as amended and agrees to comply with the administrative and financial responsibilities as stated in this Agreement. I further certify that this meeting was duly noticed, called, and convened and was attended by a majority of the members of the Governing Board and that approval has not since been altered or rescinded.	

Signature of Governing Board Member Authorized to Sign This Certification Page

~~Carolyn G. Goodman, Mayor~~

Only for Institutions *without* board of Directors

I, _____, have thoroughly read and approved the

Name of Sole Proprietor, Partnership, or Military Official	Date of Birth
Agreement between the	

Legal Title of the Institution
and the Nevada Department of Education, for the purpose of participating in the Child and Adult Care Food Program until one or both parties

terminate the agreement. _____ is approved to sign and execute the CACFP Agreement

Name of Designated Official	Date of Birth
and agrees to comply with the administrative and financial responsibilities as stated in this Agreement.	

Signature of Sole Proprietor, Partnership, or Military Official

The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto and their respective successors, transferees, and assignees.

This Child and Adult Care Food Program agreement shall be effective upon the date of approval recorded below by NDE.

I hereby certify that all the information submitted in this packet is true and correct. I understand that this information is being given in connection with the receipt of federal funds; that the NDE or the USDA may, for cause, verify information; and that deliberate misrepresentation will subject me to prosecution under applicable state and federal criminal statutes.

AGREED TO AND SIGNED

City of Las Vegas
(Name of Institution)

(Signature, Designated Official)

Stephen K. Harsin
(Name, Please Type)

Director of Parks, Recreation and
Neighborhood Services (Date)

Nevada Department of Education
(State Agency Name)

(Signature, Director, Office of Child Nutrition and School Health)

Donnell Barton
Name, Please Type)

(Date) _____

FOR STATE AGENCY USE ONLY

Agreement Effective Date: October 1, 2011

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CHILD NUTRITION AND
SCHOOL HEALTH

APPROVED AS TO FORM

Robert S. Sylvain 10-4-11
Deputy City Attorney Date

Date _____

AG 7

Attest: By *Beverly K. Bridges*
BEVERLY K. BRIDGES, MMC, City Clerk

By: Vicky Skilbred, CMC
Acting City Clerk