



North Carolina Department of Health and Human Services
Division of Public Health
Nutrition Services Branch
Special Nutrition Programs
Child and Adult Care Food Program



Food Service Contract

**For Programs Receiving Meals
from School Food Authorities (SFAs)**

June 2020

NC Child and Adult Care Food Program

Food Service Contract - SFAs

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NC Child and Adult Care Food Program Food Service Contract

Instructions

Institutions and facilities receiving meals from a School Food Authority (SFA)* are required to use the attached NC Child and Adult Care Food Program (CACFP) Food Service Contract template. The contract template includes the required contract provisions for compliance with CACFP requirements. The Institution must insert required information into the contract template, including information in Attachment B (pages 15-22).

Any Institution that has a Food Service Contract must submit the required contract information before NC CACFP can approve the Institution's CACFP application.

Submitting Contract and Procurement Information

NC CACFP Food Service Contracts and procurement information for new contracts are reviewed by NC CACFP as part of an Institution's annual CACFP application.

An Institution with one or more Food Service Contracts with an SFA must upload a signed copy of the NC CACFP Food Service Contract(s) or renewal document(s) in the NCCARES system.

Renewal of Contracts

After the original contract year, an Institution and SFA may mutually agree to renew the contract for one or more additional one-year periods. **A Food Service Contract may be renewed up to four times, for a total of five years including the original contract.** Institutions renewing contracts are required to use the **NC CACFP Food Service Contract Renewal form**.

When a contract is renewed, the maximum amount that prices may be adjusted is based on the cost of [Food Away from Home from the Consumer Price Index \(CPI\)](#). NC CACFP updates the template for contract renewal each year with the current CPI percentage.

Procurement Requirements

Institutions and SFAs must comply with existing Federal, State and local procurement regulations.

*Per 7 CFR 210.2 *School food authority means* the governing body which is responsible for the administration of one or more schools; and has the legal authority to operate the Program therein *or* be otherwise approved by FNS to operate the Program.

North Carolina Department of Health and Human Services
 Division of Public Health
 Women's & Children's Health Section
 Nutrition Services Branch
 Child and Adult Care Food Program

Food Service Contract for School Food Authorities

Complete and submit original to the State agency in NCCARES, one copy to the School Food Authority (SFA) and retain one copy for your files.

Name of School Food Authority: _____

Street Address: _____ Mailing Address: _____

City, State, Zip: _____ City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

In order to achieve 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"), the

 (Name of Institution or Facility)

 (Agreement #)

(Institution's or Facility's Address)

(hereinafter referred to as the "Institution or Facility") and the School Food Authority (hereinafter referred to as the "SFA") whose name and address appears above, agree to comply with the terms of this Contract and all applicable Federal and State laws, regulations, and policies governing the Child and Adult Care Food Program (CACFP).

I. THE SFA AGREES

A. Unit Price Schedule

The SFA shall provide the following meals in the estimated quantities to be delivered at location(s) stated on the attached Schedule A.

	Total Number of Operating Days	X	Units Needed Per Day	X	Unit Price (\$)	=	Total
Breakfast		X		x		=	
AM Snack		X		X		=	
Lunch		X		X		=	
PM Snack		X		X		=	
Supper		X		X		=	
LPM Snack		X		X		=	
					Total	=	

All meals served under this Agreement shall meet the meal pattern requirements of [7 Code of Federal Regulations \(CFR\) 226.20](#). Individual changes to the meal pattern are permitted if the institution or facility has received a completed Medical Statement for Meal Modifications to accommodate participants with medical conditions. Unit price must include food, milk (if applicable), packaging, taxes, transportation, and all related costs.

B. Packaging

1. Hot meal unit-packaging shall be suitable for maintaining meals at temperatures in accordance with local health standards. Container and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400°F (204°C) or higher. Hot meals shall be delivered at a temperature of 140°F (60°C).
2. Cold meal unit or unnecessary to heat container and overlay shall be plastic or paper and be of non-toxic material. Cold meals shall be delivered at a temperature of 45°F (7°C).
3. For bulk food delivery, containers should be labeled with the following:
 - a. FSMC's name
 - b. Name of food item
 - c. Date of production
 - d. Number of servings per container
4. Meals shall be delivered with the necessary condiments, straws for milk (if applicable), napkins, and single service ware.

C. Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

D. Food Specification

1. All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound and sanitary on delivery. They must be free of objectionable odors or signs of deterioration. No preservatives, tenderizers, or coloring agents may be added to any fresh meats or fresh meat products. Imported fresh or frozen meat products are prohibited for any purpose.
2. Milk and milk products are defined as "...pasteurized fluid types of unflavored or flavored whole milk, low-fat milk, skim milk or cultured buttermilk which meet state and local standards for such milk ..." and will conform to specifications as prescribed by the appropriate department of the State of North Carolina. In adult day care Institutions or Facilities milk also includes yogurt, natural cheese, and processed cheese.

E. Delivery Requirements

1. Delivery will be made by the SFA to facility(ies) in accordance with the order from the Institution or facility.
2. Meals shall be delivered daily, unloaded, and placed in the designated location by the FSMC's personnel at the location(s) and time(s) listed in Schedule A.
3. Adequate refrigeration/heating shall be provided during delivery of all food to ensure the wholesomeness of food at delivery in accordance with state and/or local health codes.

F. Recordkeeping

1. The SFA shall prepare at least two copies of every delivery ticket: one for the SFA and one for the Institution or facility. Delivery tickets must be dated and itemized to show the number of meals (or the quantity of each food item, if food is in bulk), delivered to each Institution or facility.
2. The SFA shall maintain invoices, receipts, delivery tickets, purchase orders, production records, and any other records pertaining to this Contract that are needed by the Institution or facility to comply with 7 CFR §226. Such records shall be submitted to the Institution or facility at least once per month.

G. Method of Payment

The SFA shall submit an itemized monthly invoice by the last day of the month covered by the invoice. No payment shall be made unless the required delivery receipts have been forwarded as herein specified and signed by the SFA's authorized representative.

H. Inspection of Facility

The SFA shall maintain all required Federal, State, or local health certifications for the plant in which it prepares CACFP meals and shall ensure that health and sanitation requirements are met at all times. In addition, the State agency may require the SFA to have its CACFP meals inspected periodically by the local health department or an independent agency to determine bacterial levels in the meals being prepared. These bacterial levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals prepared or served by other establishments in the locality. Results of these inspections shall be submitted to the Institution or facility and to the State agency.

I. Emergencies

The SFA shall immediately notify the Institution or facility by telephone of the following: (1) The impossibility of on-time delivery; (2) the circumstance(s) precluding on time delivery; and (3) a statement whether or not subsequent deliveries will be affected.

II. THE INSTITUTION OR FACILITY AGREES:

A. Payment for Meals

The Institution or facility agrees to pay the SFA at the unit prices shown in Paragraph I.A., above, for meals actually delivered that meet the meal pattern requirements of 7 CFR §226.20 and that comply with all other terms of this Contract.

B. Delivery Ticket

An authorized representative at the Institution or facility shall check the number and the adequacy of meals received before signing the delivery ticket.

III. THE INSTITUTION OR FACILITY AND SFA MUTUALLY AGREE:

A. Modification of Meal Order

The Institution or facility reserves the right to increase or decrease the number of meals ordered with 48 hours' notice, or less, as mutually agreed upon between parties of this Contract.

B. Change in Unit Price

The unit price for each meal is in effect for the duration of this Contract. In the event that the Federal reimbursement rate for meals increases, the SFA may petition for an increase in the per meal charge annually at the time of Contract renewal. The amount of increase granted shall not exceed the index to which the reimbursement rates are tied, such as the Food Away from Home percentages of the Consumer Price Index (CPI). Any change in total unit cost that occurs shall be negotiated and noted in the Contract renewal.

C. Right to Reject Meals

The Institution or facility reserves the right to examine and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the Contract. The SFA shall not be paid for unauthorized changes, incomplete meals, meals not delivered within the specified delivery time, and meals rejected because they do not comply with the specifications. The Institution or facility inspecting meals shall notify the SFA in writing as to the number of meals rejected and the reasons for rejection within 48 hours, or less.

D. Change in Delivery Site(s)

The Institution or facility reserves the right to add or delete facilities. This shall be done in writing by modification to the Contract signed by all parties and shall be done not less than one week prior to the required date of service.

E. Invoices

Invoices shall be accepted by the Institution or facility only if signed by the SFA's representative.

F. Delivery of Meals

The Institution or facility is under no obligation to pay for meals delivered at times other than the designated meal service delivery time for that meal and facility as specified in Schedule A to this Contract. Similarly, the Institution or facility is under no obligation to pay for meals delivered to any facility(ies) other than those specified in Schedule A of this Contract.

G. Cancellation of Orders

The Institution or facility reserves the right to cancel orders if it gives the SFA at least 48 hours' notice. Deliveries shall be accepted and paid for in situations where notification to the SFA was not made in time to "Hold" or "Recall" deliveries.

H. Termination or Modification of Contract

This Contract may be terminated by mutual agreement of the parties at any time. The Institution or facility or SFA may terminate this Contract for cause or convenience upon thirty (30) days written notice. This Contract may be modified upon thirty (30) days written notice in order to comply with any new legislation, regulations, and policies governing the CACFP.

I. Entire Contract

This Contract and any documents incorporated specifically, including Attachment A and B, represent the entire Contract between the parties and supersede all prior oral or written statements or contracts.

J. Amendment

This Contract may not be amended orally or by performance. Any amendment must be made in writing and executed by duly authorized representatives of the SFA and the Institution or facility.

K. Civil Rights Assurance

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 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 Program applicant received Federal 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 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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 _____, 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 below are authorized to sign this assurance on behalf of the _____.

FRAUD PENALTY

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are the subject of a grant or other form of assistance, whether received directly or indirectly from USDA, or whoever receives, conceals, or retains such funds, assets, or property to personal use or gain, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of \$100 or more, be fined not more than \$10,000 or imprisoned not more than five years, or both, or, if such funds, assets, or property are of a value of less than \$100, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

This information in this Contract submitted on behalf of the Institution or facility is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

Effective Period

This Contract shall be effective for one year commencing on _____ and shall expire on _____ (no longer than one year).

Renewal: After the original contract year, the Institution or facility and the SFA may mutually agree to renew the contract annually **for no more than an additional four years**. Institutions and facilities renewing contracts are expected to use the NC CACFP Food Service Renewal Contract.

When a contract is renewed, the maximum amount that prices may be adjusted is based on the cost of *Food Away from Home* from the *Consumer Price Index* (CPI). NC CACFP updates the template for contract renewal each year with the current CPI percentage.

SIGNATURE WARRANTIES

Each individual signing below warrants that he or she is duly authorized to sign this Contract and to bind the party for whom he or she signs to the terms and conditions of this Contract.

Signature of Authorized Institution or Facility Representative

Representative's Title

Date

The undersigned represents the **School Food Authority** and has the authority to contract for and on behalf of said School Food Authority. The undersigned further represents that he or she has read, understands, and agrees to the terms of this Contract.

Signature of School Food Authority Authorized Representative

Representative's Title

Date

FACILITY(IES) WHERE MEALS WILL BE PROVIDED

#	NAME AND ADDRESS OF FACILITY(IES)	TYPE OF MEAL	QUANTITY OF MEALS	DELIVERY TIME FOR EACH MEAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Attachment A
GENERAL TERMS AND CONDITIONS
Local Government – School Food Authority

Relationships of the Parties

Subcontracting: The School Food Authority shall not subcontract any of the work contemplated under this Contract without prior written approval from the Institution or facility. Any approved subcontract shall be subject to all conditions of this contract. The School Food Authority shall be responsible for the performance of all of its subcontracts.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Institution or facility and the named School Food Authority. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Institution or facility and School Food Authority that any such person or entity, other than the Institution or facility or the School Food Authority, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Division.

Compliance with Applicable Laws

Health Insurance Portability and Accountability Act (HIPAA): The School Food Authority agrees that, if the Institution or facility determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended (“HIPAA”), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the Institution or facility may require to ensure compliance.

Executive Order # 24: By Executive Order 24, issued by Governor Perdue on October 1, 2009, and N.C. G.S. § 133-32, it is unlawful for any vendor or School Food Authority (i.e. architect, bidder, School Food Authority,

construction manager, design professional, engineer, landlord, offeror, seller, subcontractors, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and School Food Authorities who:

- 1) have a contract with a governmental agency; or
- 2) have performed under such a contract within the past year; or
- 3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and School Food Authorities are encouraged to review [Executive Order 24](#) : Policies Prohibiting Discrimination, Harassment, and Retaliation in State Employment, Services, and Contracts Under the Jurisdiction of the Office of the Governor and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any medical records, personnel information, or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the School Food Authority under this contract shall be kept confidential and not divulged or made available to any individual or organization without the prior written approval of the Institution or facility.

Data Security: The School Food Authority shall adopt and apply data security standards and procedures that comply with all applicable Federal, State, and local laws, regulations, and rules.

Duty to Report: The School Food Authority shall report a suspected or confirmed security breach to the Institution’s or facility’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the School Food Authority shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the School Food

Authority is to notify the Institution's or facility's contract administrator of any contact by the Federal Office for Civil Rights (OCR) received by the School Food Authority.

Cost Borne by School Food Authority: If any applicable Federal, State, or local law, regulation, or rule requires the Institution or facility or the School Food Authority to give affected persons written notice of a security breach arising out of the School Food Authority's performance under this contract, the School Food Authority shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor and State agency staff shall have access to persons and records as a result of all contracts or grants entered into by Institutions or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged, or disposed of without the express written consent of the Institution or facility. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in writing and executed by duly authorized representatives of the Institution or facility and the School Food Authority. The State agency shall give prior approval to any amendment to a Food Service Contract.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision

or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The School Food Authority shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the Institution or facility. The term "key personnel" includes any and all persons identified by as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The School Food Authority agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Institution or facility for loss of, or damage to, such property. At the termination of this contract, the School Food Authority shall contact the Institution or facility for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the School Food Authority for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules. International travel shall not be reimbursed under this contract.

**ATTACHMENT B
FEDERAL CERTIFICATIONS- SCHOOL FOOD AUTHORITY**

TO BE COMPLETED BY THE SCHOOL FOOD AUTHORITY REPRESENTATIVE

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make** a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an 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;
OR
 He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make** any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature

Title

Contractor [Organization's] Legal Name

Date

[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]

The **facilities** for the performance of work done in connection with the specific agreement, Section II, are listed below. **Include all locations where meals are prepared by the SFA and all delivery facilities. Enter physical address of all sites in the chart below. Include street address, city, state, and zip code. Add additional pages if necessary.**

1.
2.
3.
4.
5.
6.
7.

Contractor will inform the Department of any additional sites for performance of work under this agreement.

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;**
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 CFR §82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any Federal contract, continuation, renewal, amendment, or modification of any 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

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 filing, 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 status 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 or sub-award 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 loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for 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. (a) 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.

(b) 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).
11. 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.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist 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) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)**

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number (if applicable) _____</p>	
<p>8. Federal Action Number (if known)</p>	<p>9. Award Amount (if known) : \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):</p> <p>_____</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</p> <p>_____</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>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 semi-annually 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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 aspect 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