



**Child and Adult Care Food Program  
Agreement Between Sponsoring Organization and Family Day Care Home Provider**

**Instructions:** This Agreement must be signed by the Family Day Care Home (FDCH) Provider and the Sponsoring Organization’s Representative. If the day care home is licensed to more than one individual, each individual must sign separate agreements. The **completed and signed original Agreement should be retained by the Sponsoring Organization.** A copy of the completed, signed Agreement shall be sent to the N.C. Department of Health and Human Services (hereinafter referred to as the “State agency”) and the family day care home provider.

This Agreement is hereby entered into by and between:

FDCH Provider: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_ and

Sponsoring Organization: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

This Agreement specifies the rights and responsibilities of the FDCH Provider, Sponsoring Organization, State agency, the United States Department of Agriculture (USDA), other state and federal agencies as participants in the Child and Adult Care Food Program (CACFP). The Agreement is governed by the General Terms and Conditions attached hereto as Attachment A. The FDCH Provider’s certifications are attached hereto as Attachment B.

The entire contents of the facility's program application are incorporated herein by reference. This Agreement shall be effective upon State agency approval.

**Rights and Responsibilities of Sponsoring Organization, State Agency, United States Department of Agriculture, and other State and Federal Officials**

1. The sponsoring organization, State agency, United States Department of Agriculture, and other state and federal officials have the right to make announced or unannounced reviews of the family day care home’s operations and to have access to its meal service and records during normal hours of child care operations.
2. The State agency has the right to restrict transfers of family day care homes to no more than one time per federal fiscal year between sponsoring organizations.

**Rights and Responsibilities of the Sponsoring Organization**

The Sponsoring Organization shall:

1. Train the family day care home’s staff (provider) before they begin participation in the CACFP.
2. Train the family day care home’s staff (provider) in program requirements.
3. Provide adequate supervisory and operations personnel for managing and monitoring the program.
4. Respond to the provider's request for technical assistance within five working days.
5. Provide CACFP recordkeeping forms to the provider.
6. Provide administrative services to the provider without a fee.
7. Accept final administrative and financial responsibility for program operations in the family day care home under its jurisdiction. Monitor the family day care home to review its meal service and the required records during normal hours of child care operation.
  - The sponsoring organization must review each day care home at least three times each year.
  - At least two of the three reviews must be unannounced.

- At least one review must be made during the day care home's first four weeks of program operation.
  - Not more than six months may elapse between reviews.
  - Ensure that the timing of unannounced reviews is varied in a way that ensures they are unpredictable to the provider.
8. Collect applications and determine the eligibility of enrolled children for free or reduced-price meals, upon request of a Tier II home.
  9. Inform Tier II family day care homes of all of their options for receiving reimbursement for meals served to enrolled children.
  10. Ensure that all meals claimed for reimbursement are served to enrolled children without regard to race, color, national origin, sex, disability, or age and that all meals claimed meet the meal pattern requirements of the CACFP.
  11. Distribute food service payments to the family day care home provider within five working days of receipt of reimbursement from the State agency. However, the food service payment can be reduced, with the provider's consent, by the costs for program foods or vended meals incurred on behalf of the family day care home by the Sponsoring Organization.
  12. Notify the State agency of any change in the family day care home provider's approval status.
  13. Ensure that the provider is not participating under more than one Sponsoring Organization.
  14. Give the FDCH provider written guidance and training on the Sponsoring Organization's procedures for reviewing adverse actions taken by Sponsoring Organizations against them.
  15. Give family or group day care home providers the opportunity to request an administrative review (appeal) of notice of intent to terminate the Agreement for cause or suspension of their participation as required by 7 CFR §226.6(l)(1) and §226.16(l)(3)(iii).

The following are rights of the Sponsoring Organization:

1. Termination of the Agreement for cause or convenience upon ten (10) working days written notice prior to the date of termination. The Sponsoring Organization must provide a copy of the notice to the State agency, per 7 CFR §226.16(l)(3)(iii).

#### **Rights and Responsibilities of the Family Day Care Home Provider**

The family day care home provider shall:

1. Attend training sessions required by the Sponsoring Organization.
2. Comply with recordkeeping requirements, as specified in 7 CFR §226.10(d) and §226.18(e). Failure to maintain such records shall be grounds for the denial of reimbursement and may be grounds for termination.
3. Maintain daily records of menus and of the number of meals, by type, served to enrolled children, and the number of enrolled children who are present each day.
4. Provide enrollment documentation, meal count and menu records to the Sponsoring Organization by the \_\_\_\_\_ day of each month. Failure to do so may result in delay of payment for that month. **(Insert Day)**
5. Maintain the following records:
  - A copy of the CACFP Agreement between Sponsoring Organization and FDCH Provider
  - Attachment F
  - Certification of Single Exclusive CACFP Agreement-Facility
  - Information on Owner/Principals-Facility
  - License or Letter of Operation
    - Documentation of attendance at two training sessions annually (including date(s), location(s), and topic(s)).
      - At a minimum:
        - Programmatic Training
        - Civil Rights Training
  - Monthly attendance records of all enrolled participants each month meals are claimed;
  - Documentation of enrollment for each participant as required by 7 CR §226;
  - Daily dated menus for all meals served which meet the USDA meal pattern(s), follow all USDA meal pattern guidelines and related policy memos, and the NC CACFP Facts Sheet;
  - Infant Feeding Consent Forms;
  - Daily records of point of service meal counts by type (breakfast, lunch, supper and snacks) served to enrolled children and to adults performing labor necessary to the food service;
6. Serve meal types specified in the approved application that meet CACFP meal pattern requirements for the ages of children being served, as specified in 7 CFR § 226.20.
7. Serve meals during meal times as approved in the application.

8. Not claim reimbursement for more than two meals and one snack, or one meal and two snacks, provided daily to each child per 7 CFR §226.18(c).
9. Serve meals to all enrolled children without regard to race, color, national origin, sex, disability, or age.
10. Claim children of the day care home provider of a Tier I home only when such children are eligible for free or reduced-price meals and have a validly approved current application on file.
11. Allow representatives from the Sponsoring Organization, the State agency, and the USDA to come into the provider's home for the purpose of reviewing the CACFP operation. This will be done several times a year during normal hours of operation. At least two of the visits will be unannounced. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
12. Submit enrollment forms and income eligibility applications to Sponsoring Organization.
13. Within five working days, notify the Sponsoring Organization of the names of any children added or dropped from enrollment, and of any changes in the home's licensing and/or approval status.
14. Notify the Sponsoring Organization **in advance** whenever the provider is planning to be out of the home during the meal service period. If this procedure is not followed and an unannounced review is conducted when the children are not present in the family day care home, claims for meals that would have been served during the unannounced review will be disallowed.
15. Distribute to parents a copy of the Sponsoring Organization's notice to parents as defined in 7 CFR§226.16(b), if so instructed by the Sponsoring Organization.

The family day care home provider shall have the following rights:

1. In accordance with 7 CFR §226.6(l)(2) and §226.18(b)(15), the family day care home provider may request administrative review (appeal) in the event a Sponsoring Organization issues a notice of proposed termination or the family day care home's Program Agreement, or in the event a Sponsoring Organization suspends participation due to health and safety concerns.
2. The provider has the right to receive in a timely manner the full food service rate for each meal served to enrolled children for which the Sponsoring Organization has received payment from the State agency.
3. The provider has the right to transfer from one Sponsoring Organization to another just one time during each federal fiscal year; additional transfers during a single federal fiscal year are not permitted.
4. The provider has the right to terminate the Agreement for convenience upon written notice at least ten (10) days prior to the date of termination.

### **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 USDA (7 CFR Part 15), U.S. DOJ (28) CFR Parts 42 and 50) 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 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 furnishings 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 furnishings 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 operations 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 Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signature appear below are authorized

to sign this assurance on the behalf of the Program applicant.

**NONDISCRIMINATION**

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). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

We certify that this information is true and correct to the best of our knowledge, and that we will comply with the terms, conditions, and responsibilities outlined in this Agreement. We also certify that the family day care home provider is not participating in the CACFP under any other Sponsoring Organization. We further certify that neither this facility nor any of the responsible principals are on the National Disqualified List. We understand that this information is being given in order to qualify for the receipt of federal funds that state and federal agency officials may verify this information, and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

**SIGNATURE WARRANTIES**

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

\_\_\_\_\_  
Signature of Family Day Care Home (FDCH) Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature of Sponsoring Organization's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed or Printed Name

**Attachment A**  
**General Terms and Conditions**

**Relationships of the Parties**

**Independent Contractor:** The FDCH Provider is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The FDCH Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be deemed to be employees of, or have any individual contractual relationship with, the Sponsoring Organization, the State agency, or the USDA.

**Subcontracting:** The FDCH Provider shall not subcontract any of the work contemplated under this Agreement.

**Assignment:** No assignment of the FDCH Provider's obligations or the Provider's right to receive payment hereunder shall be permitted.

**Beneficiaries:** Except as herein specifically provided otherwise, this Agreement 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 Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Sponsoring Organization and the named FDCH Provider. 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 Sponsoring Organization and FDCH Provider that any such person or entity, other than the Sponsoring Organization or the FDCH Provider, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. Notwithstanding the foregoing, the parties expressly state that they understand and agree that the State agency and the USDA may monitor the parties' performance under this Agreement and take any civil or administrative action necessary to enforce the laws governing the Child and Adult Care Food Program.

**Indemnity**

**Indemnification:** The FDCH Provider agrees to indemnify and hold harmless the Sponsoring Organization, the State of North Carolina, the USDA, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the FDCH Provider in connection with the performance of this Agreement.

**Default and Termination**

**Termination for Cause or Convenience:** The Sponsoring Organization may terminate this Agreement for cause by giving written notice to the other party in accordance with 7 CFR § 226.16(l). Either party may terminate this Agreement for convenience by giving written notice to the other party at least ten (10) working days before the effective date of the termination.

**Default:** The filing of a petition for bankruptcy by the FDCH Provider shall be an act of default under this Agreement.

**Waiver of Default:** Waiver by one party of any default or breach by the other party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in a written amendment signed by authorized representatives of the parties.

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

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

## Compliance with Applicable Laws

**Compliance with Laws:** The FDCH Provider shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The FDCH Provider shall comply with all federal and state laws relating to equal employment opportunity.

## Oversight

**Access to Persons and Records:** The Sponsoring Organization, the State agency, the USDA, and other state and federal officials shall have the right to make announced or unannounced reviews of the family day care home's operations and to have access to its meal service, records, and personnel during normal hours of child care operations. The State Auditor shall have access to persons and records in accordance with General Statute 147-64.7.

**Record Retention:** Records shall not be destroyed, purged, or disposed of without the express written consent of the State agency. The State agency's basic records retention policy requires all records to be retained for a minimum of three years following completion or termination of the Agreement. If the Agreement is subject to federal policy and regulations, record retention will normally be longer than three years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the three-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 three year period described above, whichever is later.

## Miscellaneous

**Choice of Law:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of North Carolina.

**Amendment:** This Agreement may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Sponsoring Organization and the FDCH Provider.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement 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 Agreement 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 Agreement.

**Attachment B**  
**FDCH Provider's Certifications**

CERTIFICATION OF TRUTH AND ACCURACY

The representations made herein on behalf of the FDCH Provider are true and correct to the best of my knowledge. I understand that these representations are being made in connection with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- I. By execution of this Agreement, the FDCH Provider 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 FDCH Provider'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 FDCH Provider'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 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 Sponsoring Organization 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
    - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site for performance of work done in connection with this Agreement is specified on page 1 of this Agreement.

The FDCH Provider will inform the Sponsoring Organization of any additional sites for performance of work under this Agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment (4 CFR § 85.615 and 86.620).

## CERTIFICATION REGARDING LOBBYING

The undersigned, on behalf of the FDCH Provider, 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 FDCH Provider, 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 or 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 Agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The FDCH Provider 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) that receive federal funds of \$100,000 or more and that all subrecipients shall certify and disclose accordingly.

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 and not more than \$100,000 for each such failure.

## 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 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Agreement, the FDCH Provider certifies that it will comply with the requirements of the Act. The FDCH Provider 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.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Agreement, the FDCH Provider (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 FDCH Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the State agency may pursue available remedies, including suspension and debarment.
3. The FDCH Provider will provide immediate written notice to the Sponsoring Organization if at any time the FDCH Provider 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 State agency for assistance in obtaining a copy of those regulations.



5. The FDCH Provider agrees by entering into this Agreement that it shall not knowingly enter any lower tier covered transaction (subcontract) with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction (Agreement) unless authorized by the State agency.
6. The DCH Provider further agrees by entering into this Agreement 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 (subcontracts) 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the National Disqualified List.
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 the FDCH Provider knowingly enters into a lower tier covered transaction (subcontract) with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this Agreement, in addition to other remedies available to the Federal government, the State agency may pursue available remedies, including suspension and/or debarment.

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

1. The FDCH Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this Agreement by any Federal department or agency.
2. Where the FDCH Provider is unable to certify to any of the statements in this certification, the FDCH Provider shall attach an explanation to this Agreement.

CERTIFICATION REGARDING CRIMINAL CONVICTIONS

The FDCH Provider certifies that neither the FDCH Provider nor any of its principals has 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, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the state agency. Facilities and individuals providing false certifications will be placed on the National disqualified list and will be subject to any other applicable civil or criminal penalties.

**Signature Warranty:** The undersigned represents that he or she is authorized to make the foregoing certifications on behalf of the FDCH.

\_\_\_\_\_  
Signature of FDCH Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title