|  |  |  |  |
| --- | --- | --- | --- |
|  | Food and Nutrition Service  1500 Highway 36 West  Roseville, MN 55113-4266 | **SPECIAL MILK PROGRAM**  **KINDERGARTEN MILK PROGRAM**  **AGREEMENT** | ED-02413-02E |

**GENERAL INFORMATION:** This is an agreement between the State of Minnesota, acting through its Minnesota Department of Education (MDE), and the Sponsoring Organization that is identified below and approved by MDE to administer the federal Special Milk Program (SMP) of the United States Department of Agriculture (USDA) as specified by the Child Nutrition Act of 1966, and the 7 Code of Federal Regulations (CFR) part 215. If Sponsoring Organization is a school with kindergarten students, this agreement also may be used to participate in the Minnesota Kindergarten Milk Program (MKMP) authorized by Minnesota Statutes 124D.118.

Catalog of Federal Domestic Assistance Number for SMP: 10556

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| SPONSORING ORGANIZATION IDENTIFICATION | | | | | |
| Sponsoring Organization Name | | | Sponsor ID Number (assigned by FNS) | | |
| Address | City | | | State | Zip Code |
| County | E-mail Address | | | | |
| Federal Tax I.D. Number of Sponsoring Organization | Minnesota Tax I.D. Number of Sponsoring Organization | | | | |
| Sponsoring Organization is (check one):  Private Non-Profit - attach copy of IRS 501(c)(3) letter  Public | | | | | |
| Sponsoring Organization is applying to participate in:  (check one or both)  Special Milk Program (federal program)  Minnesota Kindergarten Milk Program  (state program for kindergarten students only) | | *Optional - Free Milk to Needy Children*  If this box is checked, Sponsoring Organization will *annually collect family size and income information from families* (free milk applications) to determine which children qualify for free milk. Applicable requirements are listed in Section 7(J) of this agreement. | | | |

|  |  |  |
| --- | --- | --- |
| SPONSORING ORGANIZATION INFORMATION | | |
| 1. Describe racial and ethnic makeup (to obtain racial ethnic data for your geographic service area, visit the <http://quickfacts.census.gov> website):   A. Racial and ethnic makeup of your geographic service area: B. Estimated racial and ethnic makeup of your participants: (may be one or more county, city, census tract, etc.) | | |
| **Racial Makeup**  American Indian or Alaskan Native       %  Asian       %  Black or African-American       %  Native Hawaiian or Other Pacific Islander       %  White       %  **TOTAL ≈ 100%**  **Ethnic Makeup**  Hispanic or Latino       %  Not Hispanic or Latino       %  **TOTAL = 100%** | **Estimated Racial Makeup**  American Indian or Alaskan Native       %  Asian       %  Black or African-American       %  Native Hawaiian or Other Pacific Islander       %  White       %  **TOTAL = 100 %**  **Estimated Ethnic Makeup**  Hispanic or Latino       %  Not Hispanic or Latino       %  **TOTAL = 100 %** | |
| 1. Does Sponsoring Organization receive financial support from any federal agencies other than USDA (for example U.S. Department of Education)?   Yes – describe:  No | | |
| 1. Has Sponsoring Organization previously applied for or participated in any Child Nutrition Program (i.e. Child and Adult Care Food Program, National School Lunch Program, School Breakfast Program, Summer Food Service Program, Special Milk Program) in Minnesota or any other state?   Yes – describe:  No | | |
| **SPONSORING ORGANIZATION INFORMATION (CONTINUED)** | | ED-02413-02E  Page 2 |
| 1. Has Sponsoring Organization had any previous incidence of noncompliance with Civil Rights requirements for any federal Program?   Yes – describe:  No | | |
| 1. Describe policies (such as enrollment policy) and actions (such as the “And Justice For All” civil rights poster) to assure equal opportunity to participate in USDA Nutrition Programs at your site(s):     “And Justice for All” posters are displayed (check all that apply):  Building entry  Cafeteria  Other – describe: | | |
| **AGREEMENT** | | | |
| **1**. **DEFINITIONS**    “Average cost of milk” means the net price paid for milk purchased during the claim period, divided by the total number of purchased half-pints of milk. Milk cost shall not include any amount paid to the milk supplier for servicing, rental or installment purchase of milk service equipment.  “CFR” means the Code of Federal Regulations.  “Child-care institution” means any nonprofit nursery school, child-care center, settlement house, summer camp, service institution participating in the Summer Food Program for Children pursuant to 7 CFR 225, institution participating in the Child and Adult Care Food Program pursuant to 7 CFR 226, or similar nonprofit institution devoted to the care and training of children. The term “child-care institution” also includes a nonprofit agency to which such institution has delegated authority for the operation of a milk program in the institution. It does not include any institution falling within the definition of “School” in this section.  “Children” means persons under 19 chronological years of age in child-care institutions as defined in 7 CFR 215.2(e); or persons under 21 chronological years of age attending schools as defined in 7 CFR 215.2(v)(3) and (4); or students, including students who are mentally or physically disabled as defined by the State and who are participating in a school program established for the mentally or physically disabled, of high school grade or under as determined by the Minnesota Department of Education in schools as defined in 7 CFR 215.2(v)(1) and (2).  “FNS” means the Food and Nutrition Service section of the Minnesota Department of Education.  “Free Milk to Needy Children” means that the Sponsoring Organization annually collects eligibility data from families (Free Milk Applications) in order to determine which children qualify for free milk under federal household income guidelines.  “Milk” means pasteurized fluid types of unflavored or flavored whole milk, lowfat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A and D at levels specified by the Food and Drug Administration and consistent with State and local standards for such milk.  “Minnesota Kindergarten Milk Program” means the state program for the reimbursement of milk served to kindergarten students, as authorized by Minnesota Statutes 124D.118.  “MDE” means the Minnesota Department of Education.  “Needy children” means children who attend the Sponsoring Organization and meet the Sponsoring Organization’s eligibility standards for free milk that have been approved by MDE.  “School” means: (1) An educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings; (2) any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools; or (3) any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes. The term residential child care institutions includes, but is not limited to: Homes for the mentally, emotionally or physically impaired, and unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities for chronically ill children; and juvenile detention centers. A long-term care facility is a hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for 30 days or more. | | | |

|  |  |
| --- | --- |
| **AGREEMENT (CONTINUED)** | ED-02413-02E  Page 3 |

|  |
| --- |
| “Special Milk Program” means the federal program for reimbursement of milk served to children in child-care institutions and schools, authorized by section 3 of the Child Nutrition Act of 1966.  “Sponsoring Organization” means the “child-care institution” or “school,” as defined in this section, that enters into this agreement with MDE.  “USDA” means the U.S. Department of Agriculture.  **2.** **AGREEMENT PURPOSE AND AUTHORITY**  This agreement sets out the requirements for Sponsoring Organization to administer the Special Milk Program, authorized by Section 3 of the Child Nutrition Act of 1966, and, if applicable, the Minnesota Kindergarten Milk Program authorized by Minnesota Statutes 124D.118  **3.** **PARTIES TO AGREEMENT**  The parties to this Agreement are the State of Minnesota, acting through its Minnesota Department of Education (MDE), and the Sponsoring Organization identified in the Sponsoring Organization Identification section of this agreement.  **4.** **EFFECTIVE DATE OF AGREEMENT**  This agreement is effective as of the date of signature by MDE, and remains in effect until terminated by either party in accordance with Section 5. This agreement is contingent upon the availability of program funds from USDA and, if applicable, from the State of Minnesota.  **5.** **AMENDMENT AND TERMINATION OF AGREEMENT**  This agreement may be amended unilaterally by MDE. However, either MDE or Sponsoring Organization may propose amendments. Amendments by MDE are not subject to approval by Sponsoring Organization. By continuing to operate Program after an amendment to this agreement, Sponsoring Organization and MDE agree to comply with the amendment. If Sponsoring Organization will not or cannot comply with an amendment, Sponsoring Organization must terminate the agreement in accordance with this Section.  This agreement may be terminated in accordance with the program statutes, program regulations, and 7 CFR 3016 for public organizations or 7 CFR 3019 for private nonprofit organizations. MDE may terminate this agreement at any time in order to enter into a revised agreement with Sponsoring Organization that incorporates new or revised program requirements.  Sponsoring Organization must notify MDE at any time that Sponsoring Organization intends to discontinue Program participation or intends not to reapply for continuation of Program participation.  **6.** **REQUIREMENTS FOR MINNESOTA DEPARTMENT OF EDUCATION**  Subject to availability of funds from the U.S. Department of Agriculture, MDE agrees to provide Special Milk Program funds for reimbursement of milk served by Sponsoring Organization to eligible children at sites approved annually by MDE, at the rate of reimbursement annually announced by USDA. For a Sponsoring Organization that elects to provide free milk to needy children, MDE will reimburse Sponsoring Organization for the organization’s average cost of milk, as defined in Section 1, provided to needy children.  If applicable and subject to availability of state funds, MDE agrees to provide Minnesota Kindergarten Milk Program funds for reimbursement of milk served by Sponsoring Organization to kindergarten students at sites approved annually by MDE at the reimbursement rate stated in Minnesota Statutes 124D.118.  MDE will provide funds to Sponsoring Organization in accordance with federal and state statutes and Program regulations cited in this agreement and instructions and guidance issued by MDE.  MDE will disallow any portion of a claim for reimbursement and recover any payment to Sponsoring Organization that was not properly payable. MDE may visit Sponsoring Organization to ensure compliance with Program regulations and with USDA nondiscrimination regulations at 7 CFR 15. MDE will investigate complaints received or irregularities noted in connection with the operation of the program. |

|  |  |
| --- | --- |
| **AGREEMENT (CONTINUED)** | ED-02413-02E  Page 4 |

|  |
| --- |
| **7.** **SPECIAL MILK PROGRAM** **REQUIREMENTS FOR SPONSORING ORGANIZATION**  If Sponsoring Organization participates in the Special Milk Program (SMP), the federal program regulations for SMP at 7 CFR 215 are incorporated into this agreement.  In consideration of federal funds provided by MDE, Sponsoring Organization agrees to meet the following requirements:  **(A)** **General Requirements**  Sponsoring Organization represents and warrants that it:   * Is either a school or a child-care institution as defined in Section 1of this agreement. * Is either a public organization, or a private nonprofit organization that has tax-exempt status under the Internal Revenue Code. * Does not participate in USDA meal programs: National School Lunch Program, School Breakfast Program, and Child and Adult Care Food Program.   **(B)** **Milk Service**  Sponsoring Organization agrees to:   * Provide daily milk service at sites approved by MDE for program participation. * Use program reimbursement payments to reduce the price of milk to children and operate a nonprofit milk service. * Serve milk that meets the definition of “milk” in Section 1 of this agreement. * Meet health and sanitation standards, and maintain necessary facilities, for storing and serving milk.   **(C)** **Claims for Reimbursement**  Sponsoring Organization agrees to:   * Claim reimbursement only for milk, as defined in this agreement and in accordance with 7 CFR 215.8 and 215.10, served to eligible children at sites approved by MDE for program participation. * Submit claims for reimbursement in accordance with 7 CFR 215.10 and procedures established by MDE. Sponsoring Organization shall certify that each claim is true and correct; that records are available to support the claim; that the claim is in accordance with the existing agreement; and that payment therefore has not been received.   If Sponsoring Organization serves milk free to needy children, Sponsoring Organization will monthly determine and report to MDE the amount of milk served to needy children and Sponsoring Organization’s average cost of milk, as defined in Section 1, for MDE to use as the reimbursement rate for free milk served to needy children.  Sponsoring Organization acknowledges that:  - Failure to submit accurate claims will result in recovery of any overclaims by MDE and may result in the withholding of payments and suspension or termination from the Program.  - Program regulations provide for fines of up to $25,000 or imprisonment of up to five years, or both, for a person who embezzles, willfully misapplies, steals, or obtains by fraud, SMP funds or a person who receives, conceals, or retains funds to his use or gain, knowing such funds to have been embezzled, willfully misapplied, stolen, or obtained by fraud.  **(D)** **Financial Management and Procurement**  Sponsoring Organization agrees to maintain a financial management system as prescribed by MDE.  If public, Sponsoring Organization agrees to comply with 7 CFR Part 3016, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. If private nonprofit, Sponsoring Organization agrees to comply with 7 CFR Part 3019, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.  Sponsoring Organization may use its own procurement procedures which reflect applicable state and local laws and regulations, provided that procurements made with program funds adhere to the standards set forth in 7 CFR 3016 or 3019 as applicable. |

|  |  |
| --- | --- |
| **AGREEMENT (CONTINUED)** | ED-02413-02E  Page 5 |

|  |
| --- |
| **(E)** **Records**  Sponsoring Organization agrees to make all records pertaining to the purchase and service of milk available upon request to MDE and USDA for audit and administrative review at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.  If Sponsoring Organization collects applications for free milk, Sponsoring Organization agrees to retain and make available upon request, for the same period of time defined in the previous paragraph, the individual applications for free milk submitted by families.  **(F)** **Cooperation with MDE**  Sponsoring Organization agrees to cooperate with MDE efforts to provide technical and supervisory assistance to Sponsoring Organization to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with the requirements of civil rights laws.  Sponsoring Organization agrees to complete corrective actions issued by MDE within timeframes specified by MDE.  **(G)** **Audit**  If total expended funds from all federal sources exceed $500,000 during Sponsoring Organization’s fiscal year, Sponsoring Organization agrees to obtain and submit a financial and compliance audit to MDE and to the federal government with the data collection form and reporting package described in 7 CFR 3052.320. The audit must be submitted within the earlier of 30 days after receipt of the auditor’s reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit of a non-profit organization or by MDE for the audit of a for-profit organization.  The audit must be prepared in accordance with Office of Management and Budget Circular A-133, Audits of State and Local Governments, and Non-Profit Organizations and USDA implementing regulations at 7 CFR 3052. Failure to submit an acceptable audit within the required timeframe may result in termination of this agreement.  Audits of Sponsoring Organization may also be conducted by MDE or USDA Office of Inspector General.  **(H)** **Civil Rights**  Sponsoring Organization agrees to comply with USDA’s regulations respecting nondiscrimination (7 CFR 15) to the end that no person may, 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 subjected to discrimination under the program.  **(I)** **Effects of New and Revised Statutes, Regulations, Policy Memoranda, and Directives**  By continuing to operate the program under this agreement, Sponsoring Organization agrees to comply with new and revised statutes, regulations, policy memoranda, and other program directives. Sponsoring Organization must terminate this agreement in accordance with Section 5 if Sponsoring Organization will not or cannot comply with new or revised statutes, regulations, policy memoranda, or directives. |

|  |  |
| --- | --- |
| **AGREEMENT (CONTINUED)** | ED-02413-02E  Page 6 |

|  |
| --- |
| **(J)** **Free Milk for Needy Children – Policy Statement**  This section is applicable only if Sponsoring Organization annually collects family size and income information from families in order to determine which children qualify for free milk.  If providing free milk to needy children, Sponsoring Organization agrees to meet the applicable requirements in 7 CFR 215 (child-care institution) or in 7 CFR 245 (school). Sponsoring Organization including:   * Distribute to each household at the beginning of each year, and throughout the year for newly enrolling households, an application for free milk and letter of explanation including the family size and income guidelines for free milk. A copy of Sponsoring Organization’s application for free milk and cover letter is attached to this agreement. Sponsoring Organization will submit any revisions to forms or procedures for free milk to MDE FNS for approval prior to implementation. * Annually send a public announcement about the availability of free milk to the information media serving the area from which its attendance is drawn. * Designate a determining official to review, and approve or deny, applications for free milk. * Serve free milk to all needy children who are approved for free milk. * Make no discrimination against any needy child because of the child’s inability to pay for the milk. The names of the children qualified for free milk shall not be published, posted or announced in any manner. There shall be no overt identification of any of the children qualified for free milk by the use of special tokens or tickets or by any other means. Children qualified for free milk shall not be required to work for their milk. The children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance, or consume their milk at a different time. When more than one type of milk is offered, children qualified for free milk shall have the same choice of milk that is available to other children. * When an application for free milk is denied, offer a fair hearing procedure that meets, or for a child-care institution substantially meets, the requirements in 7 CFR 245.8, including the method for household to request hearing, opportunity for household to examine documents and records, reasonable promptness and adequate notice of hearing, independence of the hearing official, documentation and notification of the hearing official’s decision.   The following questions apply only to a Sponsoring Organization that will annually collect free milk applications to determine which students qualify for free milk. (Leave blank if free milk applications are not collected.)   1. Describe Sponsoring Organization’s specific criteria to determine eligibility for free milk, which give consideration to economic need as reflected by family size and income. Child-care institution guidelines to qualify for free milk may not exceed the guidelines for free school meals used in the National School Lunch Program.      1. Describe Sponsoring Organization’s method to collect information from families to determine a child’s eligibility for free milk. Include identification of the staff position designated to make eligibility determinations. Attach a copy of the form used to collect family size and income information from families applying for free milk.      1. Describe Sponsoring Organization’s procedures to collect payments from children paying for milk, which will prevent the overt identification of the children receiving free milk:      1. Describe Sponsoring Organization’s appeal hearing procedures for families whose application for free milk is denied. Include identification of the position of the person who will be designated as the hearing official. |

|  |  |  |
| --- | --- | --- |
| |  |  | | --- | --- | | **AGREEMENT (CONTINUED)** | ED-02413-02E  Page 7 |  1. **MINNESOTA KINDERGARTEN MILK PROGRAM REQUIREMENTS FOR SPONSORING ORGANIZATION**   If Organization participates in the Minnesota Kindergarten Milk Program (MKMP), the state requirements for MKMP at Minn. Stat. 124D.118 are incorporated into this agreement. In consideration of state funds provided by MDE, Organization agrees to:   * Serve milk on a daily basis to kindergarten students in accordance with Minnesota Statutes 124D.118. “Milk” is defined as provided in 7 CFR 215 regulations for the federal Special Milk Program. * Document the number of one-half pints of milk served each day to kindergarten students. * Submit original claims for reimbursement to MDE within 60 days of the month being claimed and submit revisions to submitted claims within 90 days of the month being claimed. A maximum of one half-pint of milk may be claimed per kindergarten student per day. * Kindergarten students may not be charged for milk that is claimed for MKMP reimbursement except to the extent that MKMP reimbursements, and if applicable federal SMP reimbursements, are insufficient to pay for the cost of the milk service.   **CERTIFICATION STATEMENTS**  The representative of Sponsoring Organization attests that:  (1) I am duly authorized and empowered to execute and deliver this contract on behalf of Sponsoring Organization and to bind Sponsoring Organization to the terms and conditions of this agreement.  (2) Civil Rights: Sponsoring Organization will comply with civil rights statutes and regulations listed in this agreement, to the effect that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation, be denied benefits of, or otherwise be subject to discrimination in the administration of the Special Milk Program.  (3) Previous Serious Deficiency or Termination: Sponsoring Organization has not been determined seriously deficient in its operation of, or been terminated from, any USDA child nutrition program listed in line 3 of the Sponsoring Organization Identification section of this agreement.  (4) Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction  This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants’ Responsibilities, and 31 U.S.C. 6101. The regulations were published in the November 26, 2003 *Federal Register* (pages 66562-66566). A copy of the regulations may be obtained by contacting the United States Department of Agriculture or the Minnesota Department of Education, Food and Nutrition Service.  Sponsoring Organization certifies 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.  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.  The certification in this clause is a material representative of tact 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 originated may pursue available remedies, including suspension and/ or debarment.  The prospective lower tier participant shall provide immediate written notice to the person, which 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.  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. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.  The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. |

|  |  |
| --- | --- |
| **CERTIFICATION STATEMENTS (CONTINUED)** | ED-02413-02E  Page 8 |
| The prospective lower tier participant further agrees by submitting this form that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.  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 the 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. Each participant may, but is not required to, check the Nonprocurement List.  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.  Except for transactions authorized under 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.   * 1. Lobbying   The undersigned certifies, to the best of his or her knowledge and belief, that:  No federal appropriated funds have been paid or will be paid by or on behalf of Sponsoring Organization, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation renewal, amendment , or modification of a Federal contract, grant, loan, or cooperative agreement.  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 Federal grant or cooperative agreement, Sponsoring Organization shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying,, in accordance with its instructions.  Sponsoring Organization shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.  Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.  These certifications are binding on Sponsoring Organization and its successors, transferees and assignees, as long as they receive assistance or retain possession of any Program assistance.   |  |  |  | | --- | --- | --- | | SPONSORING ORGANIZATION | | | | \_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Sponsoring Organization Name |  |  | | \_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name and Title - Authorized Representative | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature – Authorized Representative | \_\_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |   MINNESOTA DEPARTMENT OF EDUCATION   |  |  |  | | --- | --- | --- | | \_\_\_\_\_\_\_\_\_\_Director of Food and Nutrition Service\_\_\_\_\_\_\_\_\_\_  Title - Authorized Representative | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Signature – Authorized Representative | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | | |